



This is the 5th affidavit
of Aaron Gilbert in this case
and it was made on October 24, 2023.

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED AND THE *BUSINESS CORPORATIONS ACT*, R.S.O.
1990, C. B.16, AS AMENDED

AND

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BRON MEDIA CORP. AND THE ENTITIES LISTED AT SCHEDULE "A"

PETITIONERS

AFFIDAVIT OF AARON GILBERT
(Affirmed October 24, 2023)

I, **AARON GILBERT** of the Town of Anmore in the Metro Vancouver Area in the
Province of British Columbia, **AFFIRM THAT:**

1. I am the Chairman and Chief Executive Officer of BRON Media Holdings USA Inc.,
BRON Media Corp., and BRON Media Holdings Intl. Corp., a digital animation and live-
action production company based and headquartered in British Columbia.
2. I have personal knowledge of the matters deposed to in this Affidavit except where I depose
to a matter based on information from an informant I identify, in which case I believe that
both the information from the informant and the resulting statement are true.

PART I - INTRODUCTION

3. This is my fifth affidavit made in these proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"). Copies of each of the affidavits made in these proceedings are located on Grant Thornton Limited's (the "Monitor") website at the following URL:
<https://www.grantthornton.ca/service/advisory/creditor-updates/#Bron-Media-Group>.
4. The table at paragraph 5 below sets forth each of the Petitioners (as defined below) in these proceedings as at the date of this Affidavit, organized by jurisdiction of incorporation, along with other affiliated entities.
5. The Canadian Petitioners and the U.S. Petitioners are collectively referred to herein as the "Petitioners" or the "Company".

BRON GROUP OF COMPANIES	
"Canadian Petitioners"	BRON Animation Inc. (British Columbia) BRON Creative Corp. (Ontario) BRON Developments Inc. (British Columbia) BRON Media Corp. (British Columbia) BRON Media Holdings Intl. Corp. (British Columbia) BRON Media Holdings USA Inc. (British Columbia) BRON Releasing Inc. (British Columbia) BRON Studios Inc. (British Columbia) BRON Ventures 1 (Canada) Corp. (British Columbia) Canadian Production HoldCos & ProdCos [†]
"U.S. Petitioners"	BRON Creative USA Corp. (Nevada) BRON Digital USA, LLC (Delaware) BRON Life USA Inc. (Delaware) BRON Media Holdings USA Corp. (Delaware) BRON Releasing USA Inc. (Delaware)

[†] BRON Everest Productions Inc., Fables Productions BC Inc., Gossamer Productions BC Inc., Hensch 2 BC Productions Inc., Henschmen Productions Inc., Robin Hood Digital PC BC Inc., and Windor Productions BC Inc. (collectively, the "Canadian Production HoldCos & ProdCos").

	BRON Studios USA Inc. (Nevada) BRON Ventures 1 LLC (Delaware) BRON Studios USA Developments Inc. (Nevada) US Production HoldCos & ProdCos ² Welcome to Me, LLC (California)
“UK Non-Petitioner Entities”	BRON Studios UK Ltd. (England and Wales) BRON Releasing UK Ltd. (England and Wales) CMA Productions UK Ltd. (England and Wales) In Good Company Holdings Ltd. (England and Wales) Kid Unknown Holdings Ltd (fka Hunaman Holdings Ltd.) (England and Wales) Neon Club Productions, Ltd. (England and Wales) Shadowplay Series Holdings UK Limited (England and Wales) TDBB Holdings UK Ltd. (England and Wales) Townsend Series Holdings UK Ltd. (England and Wales) Townsend Series Productions UK Ltd. (Grey Door Film Productions Ltd) (England and Wales)
“Other Non-Petitioner Entities”	Front Runner Productions, Inc. BRON Creative MG1, LLC BRON Creative WB 1, LLC BRON Labs LLC A Single Shot Movie, LLLP Blackhand Developments Inc. Blackhand Pictures, LLC BRON Next Film Production, LLC (BRON Life, LLC) BRON Pictures Holdings, LLC BRON Subnation Slate 1, LLC Rideg Film Holdings, LLC Brown Amy, LLC Driftless Area, LLC Drunk Parents Production Services Inc. Erostratus LA, LLC Erostratus, LLC Fonzo Production Services Inc. Fonzo, LLC Front Runner, LLC Green Moon Inc. Harmon Films, LLC

² Bakhorma, LLC (Washington), Drunk Parents, LLC (New York), Fables Holdings USA, LLC (Delaware), Fables Productions USA Inc. (Delaware), Gossamer Holdings USA, LLC (Delaware), Gossamer Productions USA Inc. (Delaware), Harry Haft Productions, Inc. (New York), Heavyweight Holdings, LLC, previously Harry Haft Films, LLC (Delaware), I Am Pink Productions, LLC (Delaware), Lucite Desk, LLC (Delaware), National Anthem Holdings, LLC (f. k. a. BCDC Holdings, LLC) (Delaware), National Anthem ProdCo Inc. (New Mexico), Oakland Pictures Holdings, LLC (Delaware), Pathway Productions, LLC (Delaware), Robin Hood Digital PC USA Inc. (Delaware), Robin Hood Digital USA, LLC (Delaware), Solitary Holdings USA, LLC (Delaware), Surrounded Holdings USA LLC (Delaware), and Surrounded Productions USA Inc. (Delaware) (collectively, the “US Production HoldCos & ProdCos”). Surrounded Productions USA Inc. was inadvertently omitted as a Petitioner in Schedule “A” to the Initial Order and the Amended and Restated Initial Order.

	Harmon Monster Films, Inc. I Saw The Light Movie, LLC I Saw The Light, LLC Layover LLC Mad Solar Productions, LLC Master Cleanse, LLC Meadowland Movie, LLC Meadowland Production Services Inc. My Abandonment LLC My Abandonment Production Services Inc. Needle In A Timestack, LLC October Series Holdings, LLC Pangea Cup Holdings, LLC Pangea Cup Productions Inc. Para Productions, LLC Phil Productions, LLC Red Sea LLC Red Sea Productions Inc. Savant Developments Inc. Summerland Holdings, LLC The Good Nurse Films, LLC The Realm Productions USA LLC TMF Productions, LLC Tully Productions, LLC Tumbledown, LLC TWWMD Holdings, LLC TWWMD Productions, Inc. Villains Pictures, LLC Villains Production Services, Inc. Wonder Book Holdings USA, LLC BRON Charitable Foundation, Inc. Hercules BRON Creative Partnership
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6. All references to currency in this Affidavit are references to U.S. dollars, unless otherwise indicated.

PART II - OVERVIEW

7. This Affidavit is made in support of an application for the following orders under the CCAA:

- (a) an order (the “**Approval and Vesting Order**”), among other things:

- (i) approving the asset purchase agreement (“**CW Lending Purchase Agreement**”) entered into between Creative Wealth Media Lending LP 2016 (“**CW Lending**”), as purchaser, and the Petitioners and Non-Petitioner Entities listed at Schedule “A” to the CW Lending Purchase Agreement (collectively, the “**Vendors**”), as vendors, and the transactions contemplated thereby (the “**CW Lending Transaction**”); and
 - (ii) vesting in CW Lending and/or its permitted assignee, all of the right, title and interest in and to the Purchased Assets (as defined in the CW Lending Purchase Agreement) free and clear of all claims and encumbrances, other than such permitted encumbrances as provided for in the Approval and Vesting Order;
- (b) an order (the “**Assignment Order**”), pursuant to Section 11.3 of the CCAA, approving the assignment to CW Lending and its permitted assignee, of the contracts listed at Schedules “D” and “E” to the draft Assignment Order, respectively;
- (c) an order pursuant to paragraph 7 of the ARIO (as defined below) (the “**Americana Sale Approval Order**”), among other things, approving an ordinary course business transaction for the sale of the distribution rights to the film “*Americana f.k.a. National Anthem*” (“**Americana**” or the “**Film**”) by National Anthem Holdings, LLC (“**National Anthem Holdings**”), as vendor, to Lions Gate Entertainment Corporation, as purchaser (“**Lionsgate**”);
- (d) an order (the “**Second ARIO**”), amending and restating the Amended and Restated Initial Order of Justice Gomery dated July 28, 2023 (the “**ARIO**”), among other things:

- (i) converting the following Non-Petitioner Entities that are Vendors under the CW Lending Purchase Agreement into Petitioners in these CCAA proceedings: Front Runner Productions, Inc.; Brown Amy, LLC; Fonzo Production Services Inc.; Fonzo, LLC; Front Runner, LLC; Green Moon Inc.; Harmon Films, LLC; Harmon Monster Films, Inc.; Needle In A Timestack, LLC; Para Productions, LLC; Red Sea LLC; Red Sea Productions Inc.; Surrounded Productions USA Inc.; Tully Productions, LLC; TWWMD Holdings, LLC; TWWMD Productions, Inc.; Villains Pictures, LLC; Villains Production Services, Inc.; Surrounded Productions USA Inc.; and October Series Holdings, LLC (the “**Additional Petitioners**”);
 - (ii) approving an amended debtor-in-possession (“**DIP**”) loan agreement made between the Petitioners (including the Additional Petitioners that will become Petitioners under the proposed Second ARIO, if approved) and Creative Wealth Media Lending LP 2016 (in such capacity, the “**DIP Lender**”), dated October 24, 2023;
 - (iii) removing the UK Non-Petitioner Entities from Schedule “A” to the Second ARIO; and
 - (iv) extending the stay of proceedings in favour of the Petitioners and Non-Petitioner Entities up to and including December 4, 2023; and
- (e) an order (the “**Sealing Order**”), sealing from the public record (i) the summary of bids received in the SISP (as defined below), (ii) the unredacted Americana Distribution

Term Sheet (as defined below), and (iii) the confidential appendices to the Third Report of the Monitor, to be filed (the “**Third Report**”), until the termination of these CCAA proceedings or until further order of the Court; and

(f) such other relief as this Court may deem just.

8. The Court-approved sale and investment solicitation process (“**SISP**”) is now complete. The primary purpose of this motion is to seek the Approval and Vesting Order and the Assignment Order to approve and effectuate the successful, and highest and best offer that materialized in the SISP. The Monitor administered the SISP, and the only viable transaction arising out of it is with CW Lending under the terms of the CW Lending Purchase Agreement.

9. The Company also seeks approval of the Americana Distribution Term Sheet, for the sale of the Company’s distribution rights for the film, Americana. The Initial Order (as defined below) permitted the Petitioners to operate in the ordinary course of business, including selling the Petitioners’ rights in intellectual property assets to third parties with the consent of the Monitor and DIP Lender.³ Accordingly, with the consent of the DIP Lender, the Company seeks this Court’s approval of the sale of the distribution rights for Americana. The Company and other stakeholders, are of the view that the Americana Distribution Term Sheet is the best available transaction for the distribution rights of the film.

³ See paragraph 7 of the ARIO.

PART III - BACKGROUND

10. The background and circumstances giving rise to these CCAA proceedings is described in my previous Affidavits and is not repeated here.

A. Orders Granted in CCAA Proceeding

11. On July 19, 2023 (the “**Filing Date**”), the Court granted an initial order under the CCAA in respect of the Petitioners (the “**Initial Order**”).
12. On July 28, 2023, the Court granted the ARIO and an order approving the SISP (the “**SISP Order**”) to identify one or more sale or investment transactions in respect of some or all of the Company’s assets and/or business.
13. On October 11, 2023, the Court granted an order, among other things, extending the stay of proceedings in favour of the Petitioners up to and including November 8, 2023 (“**Stay Extension Order**”).

B. Update on U.S. Recognition Proceedings

14. The Initial Order authorized BRON Media Corp. or any of the Petitioners to act as the foreign representative in respect of these CCAA proceedings, for the purpose of having the proceedings recognized in the United States pursuant to chapter 15 of title 11 of the United States Code, 11 U.S.C. § 101-1532 and any other foreign legislation.
15. On July 20, 2023, Judge Paul Baisier of the United States Bankruptcy Court for the Northern District of Georgia (Atlanta Division) (the “**U.S. Court**”) granted provisional relief in favour of the U.S. Petitioners and continued the U.S. recognition proceedings (the “**Chapter 15 Proceedings**”).

16. On August 15, 2023, Judge Paul Baisier granted the final recognition order in the Chapter 15 Proceedings.
17. On October 13, 2023, the U.S. Court recognized the Stay Extension Order, and extended the stay of proceedings up to and including November 8, 2023.

PART IV - APPROVAL OF SUCCESSFUL TRANSACTION

A. Results of the SISP

18. The SISP was intended to, and did, provide a broad, efficient, transparent and fair process for canvassing the market for potential buyers of or investors in some or all of the Company's assets and/or business. Details of the SISP prior to the Final Bid Deadline (as defined below) are set out in paragraphs 15 to 49 of the Monitor's Second Report to the Court and not repeated here. Additional details concerning the conduct and outcome of the SISP will be provided in the Third Report.
19. After the Monitor's solicitation of interest from approximately 340 known potential bidders and an extension of the LOI Deadline (as defined in the SISP) from August 28, 2023 to September 1, 2023, 38 potential bidders executed non-disclosure agreements and eleven potential bidders submitted LOIs (as defined in the SISP). Following an extension of the final bid deadline from September 8, 2023 to September 15, 2023 (the "**Final Bid Deadline**"), the Monitor received final bids from eight bidders (the "**Final Bids**"), which included credit bids from existing secured lenders, as well as some modest cash offers from third party bidders for specific assets. I understand that a confidential summary setting out the final results of the SISP will be appended to the Third Report.

20. The assessment of bids following the Final Bid Deadline took longer than expected. Bids, in some cases, overlapped. The Company and the Monitor had to assess competing credit bids and manage discussions with stakeholders, respond to further requests for information, and clarify bids. In addition, one bidder withdrew from the process after submitting a final bid. The Company also had to assess the impact of the SISP on its UK business, which proceeded into formal administration under UK law following a review of the bids received in the SISP.
21. Following the Final Bid Deadline, the Company and the Monitor were advised by the DIP Lender and Comerica Bank that such parties were in negotiations regarding CW Lending acquiring the debt and security of Comerica Bank held against certain of the Petitioners and Other Non-Petitioner Entities. This development impacted the bids and the timing for finalization of definitive documents. The transaction between CW Lending and Comerica Bank has now closed.
22. The SISP timelines initially contemplated that any purchase agreement arising from a winning bid must close by October 6, 2023 (and that Court approval be obtained by that time). Through a series of incremental extensions made in accordance with the terms of the SISP, the Monitor extended the deadline for completion of definitive documents to October 24, 2023.
23. The aforementioned extensions afforded all parties participating in the SISP additional time to submit final bids, and thereafter, definitive documents.

B. Assets Without a Bid

24. Following a review of the final bids received by the Final Bid Deadline and initial discussions concerning same, there were a number of remaining assets (the “**Remaining Assets**”) that were not likely to be acquired under asset purchase agreement(s) that were being negotiated with Winning Bidder(s). The prospect of having “stranded” assets was a concern for the Company because it would involve the ongoing preservation, storage and maintenance of physical (*e.g.*, tapes, drives, equipment) and digital property (terabytes of audio and visual data) for certain projects and the payment of ongoing costs. The Company does not have resources to fund these ongoing costs. Accordingly, identifying a buyer through the SISP, if possible, was in the Company’s best interests. Accordingly, the Monitor and the Company determined that it was appropriate to re-market the Remaining Assets to Qualified Bidders (as defined in the SISP).
25. On October 13, 2023, the Monitor delivered a notice to Qualified Bidders identifying the Remaining Assets and providing Qualified Bidders the opportunity to submit a revised final bid for any Remaining Assets by October 17, 2023. The Monitor and the Company considered whether to expand the parties to whom the list of Remaining Assets should be delivered and determined that doing so would likely result in delays to the SISP that the Company could not accommodate nor fund in the circumstances, for potentially limited benefit given that all of the Remaining Assets were previously marketed in the SISP and did not attract viable bids at first instance.

26. Following discussions with the Company, the list of Remaining Assets was updated by the Monitor, and the updated versions were sent to Qualified Bidders on October 14 and 16, 2023.
27. Notwithstanding the Company's and the Monitor's efforts to renew interest in the Remaining Assets among Qualified Bidders, only the DIP Lender submitted a revised bid that included any Remaining Assets.

C. The CW Lending Purchase Agreement

28. The CW Lending Purchase Agreement and the transaction contemplated therein is the product of a broad, flexible, transparent and fair SISP, and extensive negotiations among CW Lending, the Monitor and the Company. It not only reflects the highest and best offer received in the SISP but, the only viable transaction proposed therein. A copy of the CW Lending Purchase Agreement is attached hereto as **Exhibit "A"**.
29. Below is a table summarizing the commercial terms of the CW Lending Purchase Agreement (all capitalized but undefined terms have the meaning ascribed to them in the CW Lending Purchase Agreement).

CW Lending Asset Purchase Agreement	
Key Terms	Asset Purchase Agreement
Purchaser	Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd.
Vendors	Canadian Vendors: BRON Animation Inc. (British Columbia)

BRON Creative Corp. (Ontario)
 BRON Developments Inc. (British Columbia)
 BRON Media Corp. (British Columbia)
 BRON Media Holdings Intl. Corp. (British Columbia)
 BRON Media Holdings USA Inc. (British Columbia)
 BRON Releasing Inc. (British Columbia)
 BRON Studios Inc. (British Columbia)
 BRON Ventures 1 (Canada) Corp. (British Columbia)
 BRON Everest Productions Inc. (Ontario)
 Fables Productions BC Inc. (British Columbia)
 Gossamer Productions BC Inc. (British Columbia)
 Hench 2 BC Productions Inc. (British Columbia)
 Windor Productions BC Inc. (British Columbia)
 Robin Hood Digital PC BC Inc. (British Columbia)

US Vendors:

Bakhorma, LLC (Washington)
 BRON Creative USA, Corp. (Nevada)
 BRON Digital USA, LLC (Delaware)
 BRON Life USA Inc. (BRON Legacy USA Inc.) (Delaware)
 BRON Media Holdings USA Corp. (Delaware)
 BRON Releasing USA Inc. (Delaware)
 BRON Studios USA Development Inc. (Nevada)
 BRON Studios USA Inc. (Nevada)
 BRON Ventures 1 LLC (Delaware)
 Brown Amy, LLC (Nevada)
 Drunk Parents, LLC (New York)
 Fables Holdings USA, LLC (Delaware)
 Fables Productions USA Inc. (Delaware)
 Fonzo Production Services Inc. (Louisiana)
 Fonzo, LLC (Nevada)
 Front Runner, LLC (Nevada)
 Front Runner Productions, Inc. (Georgia)
 Gossamer Holdings USA, LLC (Delaware)
 Gossamer Productions USA Inc. (Delaware)
 Green Moon Inc. (Washington)
 Harmon Films, LLC (New York)
 Harmon Monster Films, Inc. (New York)
 Harry Haft Productions, Inc. (New York)
 Heavyweight Holdings, LLC (previously Harry Haft Films, LLC) (Delaware)
 I Am Pink Productions, LLC (Delaware)
 Lucite Desk, LLC (Delaware)
 Needle In A Timestack, LLC (Delaware)
 Oakland Pictures Holdings, LLC (Delaware)
 October Series Holdings, LLC (Delaware)
 Para Productions, LLC (Nevada)

	Pathway Productions, LLC (Delaware) Red Sea LLC (Nevada) Red Sea Productions Inc. (Nevada) Robin Hood Digital PC USA Inc. (Delaware) Robin Hood Digital USA, LLC (Delaware) Solitary Holdings USA, LLC (Delaware), Surrounded Holdings USA LLC (Delaware) Surrounded Productions USA Inc. (Delaware) Tully Productions, LLC (Nevada) TWWMD Holdings, LLC (Delaware) TWWMD Productions, Inc. (Nevada) Villains Pictures, LLC (Nevada) Villains Production Services, Inc. (New York) Welcome to Me, LLC (California)
Purchased Assets	All of the Vendors' and, if applicable, the Vendor Controlled Subsidiaries' right, title, benefit and interest in listed assets, including, among other things: 1. all cash on hand, cash equivalents, bank or other deposits (including security deposits), prepaid expenses, prepayments, deferred assets, refunds, credits or overpayments; 2. all Books and Records; 3. all tangible and intangible personal property; 4. all Projects⁴, all versions and/or episodes thereof in any and all stages of development, production and/or post-production, all rights throughout the world therein and thereto, and all properties and things of value pertaining to such Projects, including all rights of every kind and nature in and to the literary or other works and/or other rights upon which any Project is or may be based; 5. all rights in and to any musical compositions and/or sound recordings whether used on Projects or otherwise; 6. all Accounts Receivable; 7. all Assumed Contracts; 8. all Intellectual Property owned or licensed by the Vendors; 9. the proceeds of any and all refunds, credits and/or other benefits that may be due to the Vendors from Canada Revenue Agency, from any provincial tax

⁴ In the CW Lending Purchase Agreement, "Projects" means all protectable works, including, without limitation, motion pictures; audio, visual, and audiovisual works, interactive works, development properties and all literary and written works.

	authorities or any equivalent authorities at any level of government in any other jurisdictions in which the Vendors operate; 10. all claims, actions, causes of action, indemnities, warranties, guarantees, rights of recovery, rights of set-off and rights of recoupment of the Vendors; and 11. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units, or any other securities: Media Res Studio LLC; Picturestart, LLC; Emjag Productions, Inc.; VideoShop; Epic Story Media Inc.; Mad Solar Productions, LLC; Blackhand Pictures, LLC; Little Lamb Productions, Inc.; Subnation Media Inc.; and NOW//with Ventures LLC. 12. all partnership interests or units of Hercules-Bron Creative Partnership, including rights agreements or commitments that are convertible into or exchangeable for such partnership interests or units; 13. all Warranties; 14. all Transferred Permits; 15. all software and/or computer programs, software code and other electronic data pertaining to the Purchased Assets; and 16. certain enumerated Contracts.
Assumed Liabilities	Subject to further qualifications in the CW Lending Purchase Agreement: 1. all debts, Liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to CW Lending on Closing) for the period from and after the Closing Time; 2. payment of Cure Costs in respect of any Consent Required Contract; 3. all debts, Liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time; 4. the Priority Indebtedness; and 5. all obligations owing from any Vendor(s) to any Guild(s) arising from a collective bargaining agreement or collection account management agreement.
Purchase Price	Exclusive of Transfer Taxes, (1) a credit bid in the amount of: the Interim Lender Debt, BRON Media Debt, Robin Hood Debt, Solitary Debt, Surrounded Debt, and an amount

	equal to the Assumed Liabilities as at the Closing Time; and (2) a cash payment of \$9,500.
Transaction Structure	Asset purchase.
Outside Date for Closing	November 30, 2023, or such later date and time as the Vendors, with the consent of the Monitor, and CW Lending may agree to in writing.
Key Conditions to Closing	Subject to further qualifications in the CW Lending Purchase Agreement: 1. this Court's issuance of an Approval and Vesting Order; 2. this Court's issuance of the Second ARIO; 3. the U.S. Court's issuance of a U.S. Recognition Orders; 4. delivery of the executed Monitor's Certificate; 5. the entry by the parties into the Transition Agreement; 6. this Court's issuance of the Assignment Order; 7. CW Lending and the Vendors delivering their respective closing deliverables; 8. the Stay of proceedings, Initial Order, SISP Order, and Final Recognition Order shall have remained in full force and effect; and 9. the CCAA Charge Amount shall have been pre-funded pursuant to the DIP Loan Agreement or otherwise satisfied from the Vendors' cash on hand.

i. Description of Key Terms

30. This section provides a more detailed and contextual explanation of key aspects of the CW Lending Purchase Agreement and its affect on particular stakeholders.

Purchased Assets

31. The CW Lending Purchase Agreement contemplates the acquisition by CW Lending of the vast majority of the Company's assets, including film and television projects, the BRON

Digital USA, LLC business, and the investments made by the Company into a number of Portfolio Companies (as defined and described below).

32. Notably, substantially all of the film and television projects are subject to Collection Account Management Agreements (“**CAMAs**”), which were described in my third Affidavit and the Monitor’s Second Report. Under the CW Lending Purchase Agreement, CW Lending will only assume the applicable Vendor’s right, title and interest under in the applicable CAMAs. Therefore, rights of other parties to the CAMAs being assumed by CW Lending under the CW Lending Purchase Agreement are intended to remain unaffected.
33. The Purchased Assets (as defined in the CW Lending Purchase Agreement) also exclude certain tax credit receivables that are subject to claims of Three Point Capital Holdings LLC, an affiliate of Access Road Capital, LLC (“**Access Road**”).

Purchase Price

34. The consideration payable under the CW Lending Purchase Agreement for the Purchased Assets includes:
- (a) an amount equal to the Interim Lender Debt (being, the principal amount of approximately \$5,692,404, as at the Outside Date, plus interest thereon and expenses thereunder (which expenses were approximately \$623,00.00 as at August 31, 2023), each of which continue to accrue;
 - (b) an amount equal to all pre-filing amounts owing by BRON Media Corp. to CW Lending (\$48,045,321.21, as at August 31, 2023);

(c) an amount equal to all pre-filing amounts owing by Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC to CW Lending (\$4,280,025.17, as at August 31, 2023);

(d) an amount equal to all pre-filing amounts owing by Solitary Holdings USA, LLC to CW Lending, (\$15,119,145.25, as at August 31, 2023);

(e) an amount equal to all pre-filing amounts owing by Surrounded Holdings USA LLC to CW Lending (\$12,577,942.50, as at August 31, 2023);

(f) an amount equal to the Assumed Liabilities, payable on, accruing to, or arising prior to the Closing Time (as defined in the CW Lending Purchase Agreement); and

(g) cash in the sum of \$9,500.00.⁵

35. In aggregate, the consideration payable under the CW Lending Purchase Agreement provides the highest value received for the Purchased Assets in the SISP, and therefore maximizes the overall value of such assets. Such value provides greater recovery for the DIP Lender – the Petitioners’ senior secured creditor – than could likely be achieved in a bankruptcy.

36. The Company believes that the consideration payable under the CW Lending Purchase Agreement is fair and reasonable given the realizable value of the Purchased Assets and the bids received in the SISP.

⁵ The cash payment was additional consideration in respect of the Additional Petitioners that were included in the DIP Lender’s revised bid for the Remaining Assets.

Assumed Liabilities

37. The CW Lending Purchase Agreement contemplates the assumption of liabilities, as set out in detail at paragraph 2.3 thereof, including, among others, the payment of cure costs required to be paid in respect of any Consent Required Contract, and Liabilities arising from the ownership and use of the Purchased Assets for the period from and after the Closing Time.
38. Notably, CW Lending will assume “Priority Indebtedness”, which are amounts payable by the Vendors that are secured by Encumbrances against the Purchased Assets in favour of any one or more of the Directors Guild of America, Inc., the Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West., Inc., and to any other applicable labour union (collectively, the “**Guilds**”) that rank in priority to the DIP Lender’s charge.

Conditions Precedent

39. The CW Lending Purchase Agreement is subject to a number of customary closing conditions, requisite approvals and other non-onerous conditions required in the circumstances of this case. This section sets out certain notable conditions that are in addition to the issuance by this Court of the Approval and Vesting Order and the Assignment Order:
- (a) CW Lending and the Vendors shall have entered into a further amendment (“**Second DIP Amendment**”) to the DIP loan agreement dated July 18, 2023 (the “**DIP**

Loan Agreement”), pursuant to which the Additional Petitioners shall be added as “Borrowers” under the DIP Loan Agreement;

(b) the filing and administrative fees that must be paid to commence Chapter 15 proceedings in the United States for the Additional Petitioners shall be funded from borrowings under the DIP Loan Agreement; and

(c) the aggregate total of Liabilities to the Guilds that are Assumed Liabilities shall not exceed \$50,000.

40. The inclusion of the Additional Petitioners as Borrowers under the Second DIP Amendment is necessary to allow the Company to pay the filing fees and professional fees required to complete the steps to convey the Additional Petitioners’ assets under the CW Lending Purchase Agreement. As noted above, the Company is of the view that the Second DIP Amendment is beneficial given that it facilitates the closing of the only viable transaction arising out of the SISP, the payment of ongoing maintenance costs (otherwise borne by the Company), and the conveyance of the vast majority of the Company’s assets, including the Remaining Assets.

41. The Company and CW Lending have been in discussions with counsel for the Guilds to obtain clarity on any pre-closing amounts that are outstanding. The Company does not believe any material amounts are owing directly by the Company to the Guilds because Guild entitlements are generally paid through the applicable CAMA (assumed by the CW Lending) and each project account contains a “residual reserve” whereby funds are reserved on account of obligations owing to the Guilds. Additionally, in certain instances and in all events where there is no CAMA in place, distributors have entered into

Distributor Assumption Agreements, where they agree to make payments directly to the Guilds. As such, the Company does not believe this condition will be triggered. However, as at the date of this affidavit, the Company, CW Lending and Guilds continue to review projects to confirm pre-closing amounts outstanding.

Free and Clear from Transfer Restrictions

42. Under the terms of the CW Lending Purchase Agreement, CW Lending will acquire the shares or units (the “**Portfolio Company Shares**”) owned by the Petitioners (as applicable) and marketed in the SISP in the following private entities: Media Res Studio, LLC; Picturestart, LLC; Emjag Productions Inc.; NOW//with Ventures LLC; Epic Story Media Inc.; Mad Solar Productions, LLC; Blackhand Pictures LLC; Little Lamb Productions, Inc.; and Subnation Media, Inc. (collectively, the “**Portfolio Companies**”, each, a “**Portfolio Company**”). Further details of the Portfolio Companies are described at paragraph 109 of my first Affidavit made in these CCAA proceedings. The table below sets out the Petitioner that owns an interest in each Portfolio Company.

BRON Entity:	Portfolio Company
BRON Ventures 1 LLC	Media Res Studio, LLC Picturestart, LLC Emjag Productions, Inc. NOW//with Ventures LLC
BRON Ventures 1 (Canada) Corp.	Epic Story Media Inc.
BRON Studios USA Inc.	Mad Solar Productions, LLC Blackhand Pictures LLC Little Lamb Productions, Inc.
BRON Media Holdings USA Corp	Subnation Media, Inc.

43. Certain of the Portfolio Company Shares are subject to restrictions on transfers and other rights under applicable shareholder agreements or member agreements (“**Transfer Restrictions**”).
44. The Portfolio Company Shares are a “Purchased Asset” under the CW Lending Purchase Agreement, which must be transferred to CW Lending free and clear of all claims and encumbrances, including for the purposes of this transaction, the Transfer Restrictions. The Transfer Restrictions of each Portfolio Company are explained below with reference to the applicable documentation.

(a) **Media Res:**

- (i) BRON Ventures 1 LLC (“**BRON Ventures**”) owns 248 Class A Common Units (the “**Media Res Units**”) of Media Res Studio, LLC (“**Media Res**”). The Media Res Units are subject to an LLC Agreement (the “**Media Res LLC Agreement**”).⁶
- (ii) Pursuant to sections 6.1 through 6.3 of the Media Res LLC Agreement, the Media Res Units may not be transferred to a non-affiliate of BRON without the prior written consent of Media Res, and transfers to affiliates that would result in a change of control are not permitted. The Media Res Units are subject to a right-of-first-offer in favour of the other Media Res unitholders,

⁶ The LLC Agreement was included in the SISP data-room as an attachment to the Transactions and Settlement Agreement.

whereby BRON Ventures must offer the Media Res Units to the other Media Res unitholders prior to offering them to third parties.

- (iii) The other Media Res unitholders also have a right-of-first-refusal for any Media Res Units offered to a third party, and each other Media Res unitholder has the right to co-sell and participate *pro rata* in a sale to a third party. The Media Res Units are discussed in further detail below.

(b) **Little Lamb:**

- (i) BRON Studios USA Inc. (“**BRON Studios**”) owns 50 shares of Common Stock (the “**Little Lamb Stock**”) of Little Lamb Productions, Inc. (“**Little Lamb**”) pursuant to a Common Stock Subscription Agreement executed January 2022⁷, which provides that any direct or indirect sale, transfer or disposition of the Little Lamb Stock that has not been approved by Little Lamb’s board of directors shall be null and void.

(c) **EMJAG:**

- (i) BRON Ventures owns 250 common shares (the “**EMJAG Shares**”) of Emjag Productions, Inc. (“**EMJAG**”) pursuant to a Securities Purchase Agreement dated July 1, 2018.
- (ii) On July 1, 2018, the applicable shareholders entered into a Shareholders’ and Commercial Agreement (“**SCA**”) to govern their respective rights and

⁷ A copy of the Common Stock Subscription Agreement was made available in the VDR.

obligations as EMJAG shareholders. Pursuant to the SCA, the EMJAG Shares may only be transferred with the prior written consent of the majority of the non-transferring shareholders, not to be unreasonably withheld. A transfer includes a direct or indirect change of control of BRON Ventures.

- (iii) The SCA grants a right-of-first-refusal to non-transferring shareholders. In the event that the non-transferring shareholders do not exercise their right-of-first-refusal they may elect to participate in a sale of the EMJAG Shares to the third party *pro rata* to the shares they hold in EMJAG.⁸

(d) **EPIC Story:**

- (i) BRON Ventures 1 (Canada) Corp. (“**BV1C**”) acquired 25 Class A Voting Shares (the “**Epic Shares**”) of Epic Story Media Inc. (“**Epic**”) by way of an Investment Agreement dated September 26, 2018.
- (ii) On September 26, 2018, Epic, Epic Story Investments Inc. and BV1C entered into a Shareholders’ Agreement pursuant to which any direct or indirect transfer of the Epic Shares must be approved by Epic’s board of directors. A transfer of the Epic Shares via a corporate reorganization of BV1C requires Epic’s consent.
- (iii) The Shareholders’ Agreement provides non-transferring shareholders with a right-of-first-refusal for any shares offered to a non-shareholder. The

⁸ Copies of the Securities Purchase Agreement and the SCA were made available in the VDR.

Shareholders' Agreement also includes tag-along and drag-along rights, and a shotgun/buy-sell provision.⁹

(e) **Blackhand Pictures LLC:**

- (i) BRON Studios holds 50 units (the “**Blackhand Units**”) of Blackhand Pictures LLC (“**Blackhand**”). BRON Studios and Anthony Mandler (“**Mandler**”) entered into a limited liability agreement with respect to Blackhand (the “**Blackhand LLC Agreement**”) dated July 1, 2020. The Blackhand LLC Agreement requires that BRON Studios offer Mandler the right to participate in any sale of the Blackhand Units to a third party.¹⁰

(f) **Subnation Media, Inc.:**

- (i) BRON Media Holdings USA Corp. (“**BRON Media**”) and Subnation Media, Inc. (“**Subnation**”) entered into a Simple Agreement for Future Equity (“**SAFE**”), pursuant to which BRON Media acquired the right to certain Subnation shares (the “**Subnation Shares**”). BRON Media's rights under the SAFE may not be assigned, including via change of control, without Subnation's consent.¹¹

(g) **Mad Solar Productions, LLC:**

⁹ Copies of the Investment Agreement and the Shareholders Agreement were made available in the VDR.

¹⁰ A copy of the Blackhand LLC Agreement was made available in the VDR.

¹¹ A copy of the SAFE was made available in the VDR.

- (i) Lake Effect Productions LLC, Scott Mescudi, Dennis Cummings and BRON Studios (collectively, the “**JV Parties**”) entered into a binding term sheet (the “**MS Term Sheet**”) on October 28, 2020 pursuant to which the JV Parties agreed to form Mad Solar Productions, LLC (“**Mad Solar**”). BRON Studios holds a one third interest in Mad Solar. The MS Term Sheet provides the non-transferring JV Parties with a right-of-first-refusal for any Mad Solar membership interest being offered to a third party.¹²

Portfolio Companies

45. BRON Media Holdings USA Inc., BRON Ventures and BRON Studios (the “**BRON MR Parties**”) entered into a Transactions and Settlement Agreement (the “**Transactions and Settlement Agreement**”) on October 27, 2021. A copy of the Transactions and Settlement Agreement is attached as **Exhibit “B”** hereto.
46. Subject to the Transactions and Settlement Agreement, BRON Ventures agreed to sell to Media Res, and Media Res agreed to purchase from BRON Ventures, 220 Media Res Units for an aggregate purchase price of \$7,557,075 (the “**Purchase Price**”).
47. As set out in the Transactions and Settlement Agreement, BRON Ventures transferred two Media Res Units to Media Res with the execution of the Transactions and Settlement Agreement on October 27, 2021 (the “**Initial Closing**”). Under the Transactions and Settlement Agreement, Media Res was required to repurchase the remaining 218 Media Res Units, in one or a series of subsequent closings (each a “**Subsequent Closing**”) by

¹² The MS Term Sheet was made available in the SISP data-room.

December 31, 2022; however, Subsequent Closings could occur after December 31, 2022 subject to any outstanding purchase price of the Media Res Units bearing simple interest at 8% per annum. Approximately \$7,433,374.32 of the Purchase Price remains left to be paid in Subsequent Closings.

48. BRON Ventures is not obliged to convey additional Media Res Units to Media Res unless and until Media Res provides written notice to BRON Ventures of Media Res' intention to effect a Subsequent Closing. No Subsequent Closings have occurred, nor has Media Res given any notice of an intention to effect a Subsequent Closing. BRON Ventures continues to hold 248 Media Res Units.
49. The Transactions and Settlement Agreement is an Assumed Contract under the CW Lending Purchase Agreement as is the Media Res LLC Agreement.
50. As described in my prior Affidavits, Access Road is a secured creditor of certain of the Petitioners. In pertinent part, Access Road has security interests against the Petitioners with interests in the Portfolio Companies described above. Among other security:
 - (a) each of BRON Ventures and BV1C granted a security interest in all of their present and after-acquired personal property;
 - (b) BRON Media Holdings USA, Inc. pledged its equity interest in BRON Ventures, which has interests in Media Res, Picturestart LLC ("**Picturestart**"), EMJAG and Now//with Ventures LLC ("**Now//with**");
 - (c) BRON Ventures granted Access Road a security interest in BRON Ventures' interest in its units of Picturestart; and

(d) BRON Ventures granted Access Road a security interest in BRON Ventures' interest in units of Now//with.

51. The Company is party to several forbearance agreements with Access Road. Attached hereto as **Exhibit "C"** is a copy of the most recent forbearance agreement dated December 20, 2021 ("**Access Road Forbearance Agreement**").

52. Pursuant to the terms of the Access Road Forbearance Agreement, on October 29, 2021, the BRON MR Parties, Media Res, and Access Road executed an acknowledgement agreement ("**Acknowledgement Agreement**"). Access Road is also a party to several CAMAs, which will be assumed by CW Lending under the CW Lending Purchase Agreement. Access Road's entitlements in its capacity as a party to such CAMAs are unaffected. Attached hereto as **Exhibit "D"** hereto is a copy of the Acknowledgement Agreement.

53. Under the Acknowledgement Agreement:

(a) "[u]nless and until the Access Road Loan has been repaid in full, each of the BRON Parties¹³ hereby grants, conveys, transfers, assigns and delivers to Access Road any and all rights, titles, claims and interests in and to all payments, disbursements, distributions or proceeds to any BRON Party pursuant to the Transactions and Settlement Agreement (collectively, "**Payments**")"; and

¹³ The "BRON Parties" are BRON Media Corp., BRON Studios USA Inc., and BRON Ventures 1 LLC,

(b) any Payments made by Media Res would be made directly to Access Road on behalf of the BRON Parties (as defined in the Acknowledgement Agreement).

54. The Acknowledgment Agreement further provides that if, prior to any Payments being made, Access Road confirms that it has been repaid in full, then all Payments will be made to the BRON Parties.
55. The Acknowledgment Agreement is governed by the laws of New York or California, depending on the circumstances.¹⁴
56. The CW Lending Purchase Agreement contemplates the assumption of the Transactions and Settlement Agreement as an Assumed Contract (as defined in the CW Lending Purchase Agreement) and the transfer of Media Res Units free and clear of all claims and encumbrances, including Access Road's security interests.

PART V - ASSIGNMENT ORDER

57. The CW Lending Purchase Agreement contemplates the assignment to CW Lending (or its permitted assignee) of certain contracts that require the consent of the counterparty to such contract or purport to prohibit the assignment thereof, in respect of which the Assignment Order is sought. These contracts are scheduled to the Assignment Order (the "**Assigned Contracts**"). They are integral components of the Purchased Assets and were marketed for sale in the SISP.

¹⁴ Acknowledgment Agreement, Section 12.

58. The CW Lending Purchase Agreement is conditional upon an Order from this Court pursuant to Section 11.3 of the CCAA, assigning to CW Lending and its permitted assignee the rights and obligations of the Vendors under the Assigned Contracts for which a consent, approval or waiver necessary for the assignment has not been obtained. The proposed assignment of the Assigned Contracts is therefore essential to closing the highest and best offer received in the SISP for the Purchased Assets.
59. Contemporaneously with this application, the Company delivered (or will deliver) request letters to each counterparty of the Assigned Contracts, requesting their consent to the proposed assignment. A copy of the template request letter is attached hereto as **Exhibit “E”**. Each letter advises the recipient that:
- (a) the Company had sought protection under the CCAA;
 - (b) the Monitor ran the SISP, and the Company and the Monitor selected CW Lending as the winning bidder therein;
 - (c) the CW Lending Purchase Agreement contemplates the assignment of their contract(s) with one of the Vendors;
 - (d) the motion materials for the approval and vesting order are available on the Monitor’s website; and
 - (e) a request for the counterparty’s consent to the applicable Assigned Contract(s), but if such consent was not received, such Assigned Contracts would be included in the Assignment Order.

60. The majority of the Assigned Contracts relate to projects that CW Lending will acquire under the CW Lending Purchase Agreement. They are contracts establishing the applicable Vendor's rights or entitlements in, under or to each acquired project, many of which do not impose ongoing obligations upon the Vendors or are contracts under which the Vendors have performed all such obligations. CW Lending is well-positioned to maintain the Company's interests in such projects and perform obligations (if any) as they arise. CW Lending financed a substantial number of the projects it intends to acquire under the CW Lending Purchase Agreement and, as a result, is unsurprisingly already party to a number of the Assigned Contracts.
61. Pursuant to the CW Lending Purchase Agreement, CW Lending has covenanted to assume all of the applicable Vendors' respective debts, liabilities and obligations under the Assigned Contracts for the period from and after the Closing Time, provided that the proposed Assignment Order is granted. Further, the draft Assignment Order provides for the payment of cure costs in connection with the Assigned Contracts, if any, as set out in the schedules to the Assignment Order. In light of the nature of the Assigned Contracts, as described above, and a review by the Company of its books and records, the Company believes that no cure costs are in fact owing under the Assigned Contracts.
62. As set out in my first Affidavit, CW Lending is the Company's largest secured and unsecured creditor. In particular, CW Lending has financed (in whole or in part):
- (a) the operating and business expenses of numerous of the Vendors' direct and indirect parent corporation, BRON Media Corp., in respect of which CW Lending is owed approximately \$48 million;

(b) numerous of the Company's live-action and digital projects, including, among others, "The Good Liar", "Greyhound", "Needle In A Timestack", "Pieces Of A Woman", "Parallel", "Monster", "Beatriz At Dinner", "Capone", "Villains", "Bombshell", "Harry Haft", "Surrounded", "Those Who Wish Me Dead", "Tully", "Front Runner", "Robin Hood", and "Solitary";

(c) through BRON Creative USA Corp., a portion of the following live-action motion pictures produced by Lionsgate Films, Inc.: "Anna"; "A Simple Favor"; "Chaos Walking"; and "The Spy Who Dumped Me"; and

(d) the substantial majority of the costs of these CCAA proceedings.

63. As a result of the foregoing, I believe that CW Lending and its permitted assignee:

(a) are familiar with the Vendors' assets and business as well as media financing and the media industry more generally; and

(b) have the wherewithal to perform the obligations under the Assigned Contracts.

PART VI - AMENDED AND RESTATED INITIAL ORDER

A. Additional Petitioners

64. The Company seeks to add the Additional Petitioners as Petitioners in the CCAA proceedings. It is a condition precedent to the CW Lending Purchase Agreement.

65. As of the Filing Date, particularly in light of the complex business structure of the Company, it was unclear whether to include the Additional Petitioners as Petitioners, or as Borrowers under the DIP Loan Agreement. The Company did not believe these entities

had assets of material value and had to weigh the significant legal, filing and administration costs associated with adding additional US entities to the Chapter 15 Proceeding.

66. The Company determined that it would be able to avoid these costs while still leveraging the SISP process to market assets of the Additional Petitioners despite their “Non-Petitioner Entity” status. The SISP expressly made available for sale the assets of the Additional Petitioners and, as noted above, additional efforts to solicit interest in their respective assets were made. No bids were received in respect of these assets, other than CW Lending’s revised bid.
67. The majority of the Additional Petitioners are U.S. entities, all of whom have assets in Canada by way of funds held by Canadian counsel to the Petitioners.
68. Each of the Additional Petitioners is a wholly-owned subsidiary of the Company.

B. Stay Extension

69. The Company has and continues to act in good faith and with due diligence to ensure that the proposed CW Lending Transaction is completed and these CCAA proceedings are concluded efficiently.
70. The current stay of proceedings expires on November 8, 2023. The Petitioners seek an extended stay period up to and including December 4, 2023 to allow the Monitor, the Company and other stakeholders to complete the proposed CW Lending Transaction and bring a motion to seek the termination of these CCAA proceedings, among other relief (as detailed below).

71. The Company, with the assistance of the Monitor, has prepared a revised cash flow forecast for the proposed extended stay period, which will be appended to the Monitor's next report to the Court. According to the revised cash flow forecast, the Company will have sufficient funding through the proposed extended stay period.

C. Amendments to DIP Loan Agreement and DIP Lender's Charge

72. The Initial Order approved the DIP Loan Agreement dated July 18, 2023 (which provided for up to \$6.2 million in interim financing) (the "**DIP Loan Agreement**") and granted a corresponding charge in favour of the DIP Lender to secure the Company's obligations under the DIP Loan Agreement.
73. The Company and the DIP Lender entered into a minor amendment on October 17, 2023 (the "**First DIP Amendment**") to, among other things, extend the repayment date under the DIP Loan Agreement to November 8, 2023, a copy of which is attached as **Exhibit "F"**.
74. The Company and the DIP Lender also settled the terms of a Second DIP Amendment on October 24, 2023 to (i) further extend the maturity date under the DIP Loan Agreement, and (ii) add the Additional Petitioners as Borrowers under the DIP Loan Agreement. The Company seeks this Court's approval of the Second DIP Amendment. A copy of the Second DIP Amendment is attached as **Exhibit "G"**.
75. As described above, approval of the Second DIP Amendment is a condition of the CW Lending Purchase Agreement.

76. The parties with financing statements registered against the Additional Petitioners under the Uniform Commercial Code are: Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc., Access Road Capital LLC, Film Finances Canada Ltd., Directors Guild of America, Inc., Comerica Bank, Focus Features LLC, New Line Productions, Inc., and C&C Financial Services Lending II, LLC. Each of these parties are either already on the Service List or was added to the Service List and will receive notice of this application.

D. Americana

i. Background

77. Americana is one of the Company's live-action production assets. Production completed in 2022. As at the Filing Date, National Anthem Holdings had finalized negotiations for the distribution of the Film, which were memorialized in a term sheet (the "**Americana Distribution Term Sheet**") between the National Anthem Holdings and Lionsgate.
78. Attached as **Exhibit "H"** is a copy of the Americana Distribution Term Sheet, redacted to conceal confidential commercial terms. The Company intends to seek a sealing order in respect of the Americana Distribution Term Sheet.
79. The Petitioners seek approval of the Americana Distribution Term Sheet. The Americana Distribution Term Sheet did not arise out of the SISP. It is a result of the Company's ordinary course activities that occurred, well before the Filing Date, related to the exploitation of films it produces.

ii. Pre-Filing Sale Process

80. William Morris Endeavor Entertainment, LLC (“WME”), one of the top talent agencies in the media business, led the sales process in respect of the Film’s distribution rights in concert with the Company. BRON Releasing USA Inc. (“**BRON Releasing USA**”) and WME, as co-sellers, marketed this film since the fall of 2022. National Anthem Holdings, WME, and BRON Releasing USA entered into a Co-Sales Representation Agreement on January 26, 2022 pursuant to which WME marketed the Film to North American distributors.
81. Production companies typically attempt to screen an independent film, such as Americana, at a film festival where reputable distributors and studios may make an offer to purchase the distribution rights. The Company submitted Americana to well-known film festivals, including the Sundance Film Festival and South by Southwest Film Festival held in Salt Lake City, Utah and Austin, Texas, respectively.
82. The South by Southwest Film Festival accepted the Film. The festival is well-attended by the top studios, distributors and production houses in Hollywood. In March 2023, Americana was screened at the festival, but it did not receive any offers.
83. In March, 2023, in the same week as the South by Southwest Film Festival, sales screenings of the Film occurred in New York and Los Angeles for more distributors and streamers. Following that week, additional screenings of the Film occurred for potential buyers. Private secure links of the Film were also sent to executives for the potential buyers.
84. Between February and June of 2023, the Company, through WME, approached industry participants and marketed Americana directly to approximately 35 prospective distributors,

which included most (if not all) reputable studios and distributors that would be capable of successfully distributing the Film globally. All 35 prospective distributors declined to make an offer. However, the Company received offers from three smaller independent distributors during this time period, all of which were less favourable than the terms of the Americana Distribution Term Sheet.

85. A successful release of the Film is critical to maximize recoveries for the Film's stakeholders. Lionsgate is a well-established entertainment company that has distributed many successful films in the industry globally. It has a strong international network and a proven track record of success in distributing high-grossing films worldwide. Distribution of Americana by a reputable distribution studio, such as Lionsgate, maximizes Americana's value potential. Among other things, Lionsgate has the ability to package Americana in slates with other productions that it distributes, enhancing Americana's value and potential for success as part of a collection of high-value projects. The Americana Distribution Term Sheet with Lionsgate is the best opportunity for a successful release the Film.

iii. No Bids on Americana in the SISP

86. As indicated, the Americana Distribution Term Sheet only relates to the distribution rights in respect of the Film for a period of time. The Americana Distribution Term Sheet is the best value for the Americana distribution rights. No other party submitted a Final Bid in respect of the distribution rights for Americana in the SISP.

iv. Americana CAMA

87. Among a number of other productions, Americana is subject to a CAMA, which provides that the distributor of the film shall pay all of its gross receipts to the trustee, who shall distribute the proceeds in the order of priority prescribed in the CAMA.
88. The terms of the order sought to approve the Americana Distribution Term Sheet provide that funds received will be paid in accordance with the applicable CAMA unaffected by these CCAA proceedings.

v. Next Steps

89. Typically, following agreement on commercial terms in a term sheet, the parties will proceed to negotiate a long-form acquisition agreement. The Company expects that, subject to this Court's approval of the Americana Distribution Term Sheet, the parties will proceed to take all necessary steps to complete the transaction, including, if necessary, negotiating and entering into a long-form acquisition agreement, without further court approval.

E. Sealing Order

90. The Petitioners seek a sealing order in respect of various confidential documents to be filed with the Court on this motion, including the (i) letter of intent summary to be appended to the Monitor's next report to the Court, (ii) the Americana Distribution Term Sheet, and (iii) the confidential exhibits to the Monitor's Third Report. The sealing of these materials will ensure that there is no prejudice to the Company should any of the contemplated transactions not close.

PART VII - ADDITIONAL MATTERS

A. Update on Business Operations in the UK

91. Following the completion and in light of the outcome of the SISP, the Company engaged in discussions with the Monitor and UK advisors to assess various strategic options and alternatives in respect of the assets of the UK entities.
92. As the SISP did not yield any acceptable offer for any of the assets of the UK Non-Petitioner Entities, the Company determined that the most appropriate option is to seek the appointment of an administrator in the UK in respect of the UK Non-Petitioner Entities.
93. Notices of intention to appoint administrators were filed in the UK for each of the UK entities. Any Remaining Assets that belong to the UK entities can be dealt with through those administration proceedings.

PART VIII - NEXT STEPS IN CCAA PROCEEDING

94. At the conclusion of the proposed extended stay period, it is expected that the proposed CW Lending Transaction will be complete. At that time, the Company intends to return to Court to seek relief, namely:
- (a) the termination of these CCAA proceedings; and
 - (b) the discharge of Grant Thornton Limited as Monitor of the Company.
95. I affirm this Affidavit in support of the Approval and Vesting Order, the Assignment Order, the Second ARIO, the Americana Sale Approval Order, and the Sealing Order, and for no other or improper purpose.

AFFIRMED BEFORE ME via video-conference with the deponent in the City of Burnaby, in the Province of British Columbia, and the Commissioner in the City of Mississauga in the Province of Ontario this 24th day of October, 2023

DocuSigned by:

Monica Faheim

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MONICA FAHEIM
A Commissioner for taking Affidavits

DocuSigned by:

Aaron Gilbert

AARON GILBERT

This is Exhibit "A" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on October 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

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Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

ASSET PURCHASE AGREEMENT

This Agreement is made as of the 24th day of October, 2023 (the “**Effective Date**”)

AMONG:

BRON MEDIA CORP., a corporation incorporated pursuant to the laws of British Columbia (“**BRON Media**”)

– and –

THE ENTITIES LISTED IN SCHEDULE “A”, ATTACHED HERETO (collectively with BRON Media, the “**Vendors**”)

– and –

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**, a limited partnership formed under the laws of the Province of Ontario (the “**Purchaser**”)

WHEREAS:

A. Pursuant to the Order of the Honourable Justice Gomery of the Supreme Court of British Columbia (the “**Court**”) issued July 19, 2023 (as amended on July 28, 2023, and as may be further amended or amended and restated from time to time, the “**Initial Order**”), the Vendors were granted, among other things, relief under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”), and Grant Thornton Limited was appointed as Monitor of the Vendors (in such capacity, the “**Monitor**”).

B. In connection with the proceedings initiated by the Initial Order (the “**CCAA Proceedings**”), on July 28, 2023, the Vendors sought and obtained an order of the Court approving, among other things, a sale and investment solicitation process (the “**SISP**”), to be conducted by the Vendors, with the assistance of the Monitor, intended to solicit interest in, and opportunities for, one or more or any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Vendors as a going concern; or (ii) a sale of all, substantially all or one or more components of the Vendors’ assets and/or business, as a going concern or otherwise.

C. In accordance with the terms of the SISP, the Purchaser has submitted an offer to purchase the Purchased Assets (as defined herein) from the Vendors.

D. The Vendors wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendors, the Purchased Assets, subject to, and in accordance with, the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the “**Parties**”, and each, a “**Party**”) hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

“Accounts Receivable” means all accounts receivable, notes receivable and other debts due or accruing due to the Vendors.

“Administration Charge” has the meaning set out in the Initial Order.

“Affiliate” has the meaning given to the term “affiliate” in the *Business Corporations Act*, SBC 2002, c 57.

“Agreement” means this asset purchase agreement, including any schedules or exhibits appended to this asset purchase agreement, in each case as may be supplemented, amended or amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor.

“Applicable Law” means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code, directive, decree or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

“Approval and Vesting Order” means an order of the Court in the form attached hereto as Schedule “D”, and otherwise satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, among other things, approving and authorizing this Agreement and the Transaction and vesting in the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) all of the Purchased Assets.

“Assignment and Assumption Agreement” means an assignment and assumption agreement evidencing the assignment to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Vendors’ interest in, to and under the Assumed Contracts and the assumption by the Purchaser of all of the Assumed Liabilities, in form and substance satisfactory to the Parties, acting reasonably.

“Assignment Order” means an order of the Court pursuant to section 11.3 of the CCAA in the form attached hereto as Schedule “E”, and otherwise satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, assigning to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) the rights and obligations of the Vendors under the Assumed Contracts for which a consent, approval or waiver necessary for the assignment of such Assumed Contracts has not been obtained, and which will include, if necessary, a mechanism for the resolution of any disputed Cure Costs.

“Assumed Contracts” means the Contracts listed in Schedule “B” (including as such Assumed Contracts may be amended, restated, supplemented or otherwise modified from time to time).

“Assumed Liabilities” has the meaning set out in Section 2.3.

“Authorization” means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

“Books and Records” means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Vendors or any of their respective Affiliates in connection with the ownership, operation, production and/or exploitation of the Purchased Assets, including information, documents and records relating to the Assumed Contracts, the Assumed Liabilities, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production accounting statements and records, pitch materials, ultimates calculations, sales estimates, tax rebate and credit calculations, distribution proceeds, audits respecting distribution, participation statements for third parties and participation statements in favor of the Vendors, take and sales prices, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, emails (subject in all respects to Section 9.2(b)), data and information stored electronically, digitally or on computer-related media, excluding the minute books and corporate records. For greater certainty, Books and Records shall not include: (i) information subject to privilege of one or more of the Vendors; or (ii) information in respect of which its disclosure would violate any confidentiality obligations to which the Vendors are bound as at the Closing Time or Applicable Law.

“Borrowers” has the meaning set out in the DIP Loan Agreement.

“BRON Media” has the meaning set out in the preamble hereto.

“BRON Media Debt” means all indebtedness of BRON Media owing to the Purchaser as of the Closing Date pursuant to the Revolving Loan Agreement dated August 8, 2017, as amended pursuant to amending agreements dated October 5, 2017, May 21, 2018, November 19, 2019 and August 7, 2020.

“Business” means the business conducted by the Vendors, being digital animation, gaming and live-action production.

“Business Day” means a day on which banks are open for business in Vancouver, British Columbia, but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

“Cash Payment” has the meaning set out in Section 3.1(g).

“CCAA” has the meaning set out in the recitals hereto.

“CCAA Charge Amount” means the aggregate amount sufficient to satisfy the amounts allocated to the Vendors as of the Closing Date, if any, under the Administration Charge, the KERP Charge and the Directors’ Charge.

“CCAA Proceedings” has the meaning set out in the recitals hereto.

“Chapter 15 Proceedings” has the meaning set out in the DIP Loan Agreement.

“Charges” has the meaning set out in the Initial Order.

“Claims” means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment or reassessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person, complaints, grievance, petition, application, charge, investigation, indictment, prosecution, judgement, debt, liability, damage, or loss, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, known or unknown, disputed or undisputed, contractual, legal or equitable.

“Closing” means the closing and consummation of the Transaction.

“Closing Date” means the date that is two (2) Business Days after the date upon which the conditions set forth in Article 7 have been satisfied or waived, other than any conditions set forth in Article 7 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Vendors and the Purchaser in writing, each acting reasonably); provided that the Closing Date shall be no later than the Outside Date.

“Closing Time” means 12:01 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

“Consent Required Contract” has the meaning set out in Section 2.2.

“Contracts” means all pending and executory contracts, agreements, deeds, leases, understandings and arrangements (whether oral or written) to which any Vendor is a party or by which such entity is bound or in which such entity has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

“Court” has the meaning set out in the recitals hereto.

“Credit Bid Amount” means the aggregate amount of the Interim Lender Debt, BRON Media Debt, Robin Hood Debt, Solitary Debt, and Surrounded Debt.

“Cure Costs” means, in respect of a Consent Required Contract, all amounts, costs, fees and expenses required to be paid: (i) to remedy all of the Vendors’ monetary defaults in relation to such Assumed Contract, other than those arising by reason only of the Vendors’ bankruptcy, insolvency or failure to perform a non-monetary obligation; (ii) to secure a counterparty’s or any other necessary Person’s consent to the assignment of such Consent Required Contract; or (iii) pursuant to the Approval and Vesting Order or the Assignment Order, as applicable, and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to such Consent Required Contract.

“DIP Loan Agreement” means the DIP Loan Agreement dated July 18, 2023 between the Borrowers and the Purchaser, as amended by the Amendment No. 1 to the DIP Loan Agreement dated October 17, 2023, and as may be further amended, restated, supplemented and/or modified from time to time.

“Directors’ Charge” has the meaning set out in the Initial Order.

“Disclaimed Contracts” has the meaning set out in Section 2.2(f).

“Effective Date” has the meaning set out in the preamble hereto.

“Employee” means any individual who is employed by any of the Vendors immediately prior to the Closing Date.

“Employee Plan” means all plans with respect to the Employees or former Employees to which any of the Vendors is a party to or bound by or to which any of the Vendors has an obligation to contribute relating to retirement savings, pensions, bonuses, profit sharing, deferred compensation, share purchase or share option, share appreciation, phantom stock, incentive compensation, life or accident insurance, hospitalization, health, medical or dental treatment or expenses, disability, unemployment insurance benefits, employee loans, vacation pay, severance or termination pay or other benefit plan.

“Encumbrance” means any restriction, security interest, security agreement, debenture, lien, Claim, charge, right of retention, trust, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, assignment (as security), deposit arrangement, direction, hypothec, lease, right of distress, royalty interest, defect of title, legal, equitable or contractual setoff or adverse claim of any nature or kind, mortgage or right of a third party (including any contractual right, such as a purchase option, call or similar right of a third party in respect of securities, right of first refusal, right of first offer or any other Transfer Restriction or pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, including any conditional sale or title retention agreement, or any capital or financing lease.

“Excise Tax Act” means the *Excise Tax Act*, RSC, 1985, c. E-15.

“Excluded Assets” means all those assets that are not Purchased Assets.

“Excluded Contracts” means those contracts and other agreements of the Vendors that are not Assumed Contracts.

“Excluded Liabilities” has the meaning set out in Section 2.4.

“Final Recognition Order” means the order of the U.S. Court entered on August 15, 2023, among other things, recognizing the Initial Order and the CCAA Proceedings.

“General Conveyance” means a general conveyance evidencing the conveyance to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably.

“Governmental Authority” means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), judicial body, regulatory authority, tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation having jurisdiction over the Vendors, the Purchaser, the Purchased Assets or the Assumed Liabilities.

“GST/HST” means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

“Guilds” has the meaning set out in Section 2.3(e).

“Income Tax Act” means the *Income Tax Act*, RSC, 1985, c. 1 (5th Supp.).

“Initial Order” has the meaning set out in the recitals hereto.

“Intellectual Property” means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) common law and registered trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property.

“Interim Lender” has the meaning set out in the Initial Order.

“Interim Lender Debt” means all indebtedness of the Borrowers to the Purchaser as of the Closing Date pursuant to the DIP Loan Agreement.

“Interim Lender’s Charge” has the meaning set out in the Initial Order.

“Interim Period” means the period beginning on the Effective Date and ending at the Closing Time.

“KERP Charge” has the meaning set out in the Initial Order.

“Liability” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“Maximum Amount” has the meaning set out in the DIP Loan Agreement.

“Monitor” has the meaning set out in the recitals hereto.

“Monitor’s Certificate” means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties that all conditions of Closing have been satisfied or waived by the applicable Parties and that the Vendors have received the Purchase Price.

“Non-Petitioner Entities” means the following Vendors: Front Runner Productions, Inc.; Brown Amy, LLC; Fonzo Production Services Inc.; Fonzo, LLC; Front Runner, LLC; Green Moon Inc.; Harmon Films, LLC; Harmon Monster Films, Inc.; Needle In A Timestack, LLC; October Series Holdings, LLC; Para Productions, LLC; Red Sea LLC; Red Sea Productions Inc.; Tully

Productions, LLC; TWWMD Holdings, LLC; TWWMD Productions, Inc.; Villains Pictures, LLC; Villains Production Services, Inc.; and Surrounded Productions USA Inc.

“Organizational Documents” means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

“Outside Date” means 11:59 p.m. (Vancouver time) on November 30, 2023 or such later date and time as the Vendors, with the consent of the Monitor, and the Purchaser may agree to in writing.

“Parties” has the meaning set out in the recitals hereto.

“Party” has the meaning set out in the recitals hereto.

“Permitted Assignee” has the meaning set out in Section 9.10.

“Permitted Encumbrance” all security interests and other interests arising exclusively from the Assumed Liabilities.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

“Petitioners” has the meaning set out in the Initial Order.

“Priority Indebtedness” means the amounts payable by the Vendors that are secured by Encumbrances against the Purchased Assets in favour of any one or more of the Writers Guild of America, West Inc., the Directors Guild of America Inc. or the Screen Actors Guild – America Federation of Television and Radio Artists, which rank prior to the interests of the Purchaser in its capacity as the Interim Lender in accordance with the Initial Order or as the Pre-Filing Lender, in each case solely to the extent applicable and necessary to satisfy the Credit Bid Amount in accordance with paragraph 34 of the SISP.

“Pre-Filing Lender” means Creative Wealth Media Lending LP 2016, in its capacity as lender to: (i) Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC in respect of the Robin Hood Debt; (ii) Solitary Holdings USA, LLC in respect of the Solitary Debt; (iii) Surrounded Holdings USA LLC in respect of the Surrounded Debt; and (iv) BRON Media Corp. in respect of the BRON Media Debt.

“Projects” means all protectable works, including, without limitation, motion pictures, audio, visual, and audiovisual works, interactive works, development properties and all literary and written works.

“Property” has the meaning set out in the Initial Order.

“Purchased Assets” means all of the assets listed at Schedule “C” hereto, and for greater certainty shall exclude all Excluded Assets and Excluded Liabilities.

“Purchase Price” has the meaning set out in Section 3.1.

“Purchaser” has the meaning set out in the preamble hereto.

“Representative” means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party’s Affiliates.

“Robin Hood Debt” means all indebtedness of Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC pursuant to a loan and security agreement dated as of December 1, 2021 between Robin Hood Digital PC USA Inc. and the Purchaser.

“Second ARIO” has the meaning set out in Section 7.1(b).

“Second DIP Amendment” has the meaning set out in Section 7.1(a).

“SISP” has the meaning set out in the recitals hereto.

“Solitary Debt” means all indebtedness of Solitary Holdings USA, LLC to the Purchaser as of the Closing Date pursuant to a loan and security agreement dated as of August 5, 2020 among Solitary Holdings USA, LLC, Windor Productions BC Inc. and the Purchaser.

“Surrounded Debt” means all indebtedness of Surrounded Holdings USA LLC to the Purchaser as of the Closing Date pursuant to a loan and security agreement dated as of November 30, 2020 among Surrounded Holdings USA, LLC, Surrounded Productions USA Inc. and the Purchaser, as amended by an amendment no. 1 dated as of December 22, 2021 and by an amendment no. 2 dated as of August 31, 2022.

“Taxes” means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties, fees, assessments, imposts, levies and other charges of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, fines, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“Transaction” means all of the transactions contemplated by this Agreement, including the purchase and sale of the Purchased Assets.

“Transfer Restrictions” means any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests.

“Transfer Taxes” means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges imposed by a Governmental Authority, including any related penalties and interest, in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST.

“Transferred Permits” means all authorizations, approvals, plans, franchises, orders, certificates, consents, directives, notices, licences, permits, waivers, variances, registrations or other rights or privileges issued to or required of the Vendors by or from any Governmental Authority in relation to any of the Purchased Assets, to the extent transferrable, relating to, or required for the operation or use of the Purchased Assets or any part thereof.

“Transition Agreement” means an agreement between the Purchaser and the Vendors on terms acceptable to the Purchaser, the Vendors and the Monitor, each acting reasonably, pursuant to which the Vendors shall provide the Purchaser with such transition services as may reasonably be requested by the Purchaser after the Closing Date to give effect to the Transaction and the transfer of the Purchased Assets to the Purchaser, including by the retention of any Transition Contractors after the Closing Date as may be requested by the Purchaser.

“Transition Contractors” means the Employees, consultants or independent contractors retained by the Vendors designated by the Purchaser no later than five (5) Business Days following the granting of the Approval and Vesting Order, if any, to remain employed or be retained by the Vendors, on the Purchaser’s behalf, after the Closing Date until no later than November 30, 2023 (unless extended upon mutual agreement of the Purchaser, the Vendors and the Monitor, each acting reasonably) on the terms set out in the Transition Agreement.

“U.S. Court” means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

“U.S. Recognition Orders” means one or more orders of the U.S. Court in form and substance satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, among other things, recognizing the Second ARIO, the Approval and Vesting Order and, if applicable, any Assignment Order.

“Vendors” has the meaning set out in the recitals hereto.

“Vendor Controlled Subsidiaries” has the meaning set out in Section 9.1.

“Warranties” means, to the extent transferable, any existing warranties, guarantees, indemnitees and representations in favour of the Vendors and/or their successors in interest in connection with the (i) development, production and/or services of third parties or transfers of rights in and to or in respect of any of the Purchased Assets and/or (ii) construction, condition or operation of any of the equipment forming part of the Purchased Assets or any component thereof or any improvements made thereto (other than the Excluded Assets).

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States of America.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Vancouver time) on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings.* The inclusion in this Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

- (i) *No Strict Construction.* The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party, including, without limitation, the doctrine of *contra proferentum*.

1.6 Schedules & Amendments to Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

- Schedule "A" - Vendors
- Schedule "B" - Assumed Contracts
- Schedule "C" - Purchased Assets
- Schedule "D" - Approval and Vesting Order
- Schedule "E" - Assignment Order

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets

- (a) Subject to the terms and conditions of this Agreement and except for the Excluded Assets, at the Closing and effective as of the Closing Time, the Vendors hereby agree to sell, assign and transfer to the Purchaser pursuant to the Approval and Vesting Order and any applicable Assignment Order, and the Purchaser agrees to purchase from the Vendors, the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).
- (b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any right thereunder if an assignment or transfer by the Vendors to the Purchaser as contemplated hereunder is not permitted or enforceable under Applicable Law.

2.2 Assumed Contracts

In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of the counterparties to them or any other Person (each a "**Consent Required Contract**"):

- (a) the Vendors, at the direction of and in consultation with the Purchaser, shall use their commercially reasonable efforts to obtain any such consent, approval or waiver, all on terms and conditions acceptable to the Purchaser, acting reasonably, and shall regularly apprise the Purchaser on the status of same. The Purchaser shall provide its reasonable cooperation to assist the Vendors in obtaining any such consent, approval or waiver;

- (b) if any consent, approval or waiver is not obtained for the assignment of any Consent Required Contract to the Purchaser, on terms acceptable to the Purchaser, acting reasonably, the Vendors shall bring an application to the Court for issuance of an Assignment Order with respect to such Consent Required Contract contemporaneously with the Vendors' application for the issuance of the Second ARIO and the Approval and Vesting Order in accordance with Section 5.1(a);
- (c) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained, or the assignment of such Contract has been ordered by the Court pursuant to an Assignment Order, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing;
- (d) with respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the applicable Cure Costs related to such Consent Required Contract on Closing shall be paid by the Purchaser in accordance with the Assignment Order or in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty, as applicable;
- (e) subject to Sections 2.2(b) and 7.2(a), if any consent, approval, waiver or Assignment Order required to assign a Consent Required Contract has not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract and all such Consent Required Contracts shall be deemed to be Excluded Contracts; and
- (f) at the request of and in consultation with the Purchaser, the Vendors shall disclaim or seek to disclaim any Excluded Contracts at any time (collectively, the **"Disclaimed Contracts"**); provided that the Vendors shall be under no obligation to disclaim or seek to disclaim any Excluded Contract which the Vendors (or any one or more of them) are marketing to another party or have entered into an agreement to sell.

2.3 Assumed Liabilities

Subject to the Closing, and except for the Excluded Liabilities, the Purchaser shall assume and perform, discharge and pay when due the following obligations and Liabilities of the Vendors (collectively, the **"Assumed Liabilities"**):

- (a) all debts, Liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time, in each case provided that such debts, obligations or Liabilities are not due, arising from, or attributable to any default, breach or violation by the Vendors of any term or condition of this Agreement;
- (b) the obligation and Liability of the Vendors to pay Cure Costs in respect of any Consent Required Contract;
- (c) all debts, Liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time;
- (d) the Priority Indebtedness; and

- (e) all obligations owing from any Vendor to the Directors Guild of America, Inc., the Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West., Inc., and to any other labour union (collectively, the “**Guilds**”) arising from a collective bargaining agreement between any Vendor or Vendors and any one or more of the Guilds, including but not limited to all obligations owing from any Vendor to one or more Guilds for the payment of residuals, including, without limitation, security agreements, collection account management agreements, assumption agreements, intercreditor agreements, interparty agreements, guarantee agreements, and any cash deposits or reserves held by any Guild.

2.4 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any debts, Liabilities or other obligations of or Claims against the Vendors (collectively, the “**Excluded Liabilities**”), including:

- (a) all debts, Liabilities, obligations or claims related to any Excluded Asset, including all obligations owing by the Vendors pursuant to any Excluded Contract;
- (b) all debts, Liabilities and obligations related to any Purchased Asset or the Business arising out of or related to the period prior to the Closing Time;
- (c) all Liabilities of the Vendors under the Assumed Contracts incurred prior to the Closing Time, excluding any applicable Cure Costs;
- (d) all obligations and Liabilities owing by the Vendors to any shareholder, director, officer or affiliate;
- (e) all obligations, Liabilities or Claims relating to, resulting from or arising out of the employment or termination of any Employee of the Vendors, including any Employee Plan;
- (f) all obligations, Liabilities or Claims relating to the Disclaimed Contracts;
- (g) all Taxes imposed on or relating to the Vendors or any of their Representatives or Affiliates and all Taxes imposed on or relating to the Purchased Assets that are attributable to any pre-Closing tax period whether or not any such period ends on or before the Closing Date (other than any Transfer Taxes payable by the Purchaser in accordance with Section 3.4);
- (h) all debts, Liabilities and obligations of the Vendors arising under this Agreement, including for certainty, all legal, accounting, broker, financial advisor or other professional fees, costs and expenses incurred by the Vendors in connection with the CCAA Proceedings, this Agreement or the Transaction;
- (i) all debts, Liabilities and obligations of the Vendors that are vested from the Purchased Assets pursuant to the Approval and Vesting Order, including all debts, Liabilities and obligations of the Vendors under the Administration Charge, KERP Charge and Directors’ Charge; and
- (j) all Claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Time.

2.5 Right to Modify the Purchased Assets and Assumed Contracts

From and after the Effective Date until the date that is (i) three (3) days prior to the date upon which the application for the Approval and Vesting Order is scheduled to be heard by the Court in the case of undertakings, property and assets of the Vendors (other than any Contracts) and (ii) five (5) days prior to the date upon which the application for the granting of an Assignment Order is scheduled to be heard by the Court in the case of any Contracts, the Purchaser shall be entitled, by notice in writing to the Monitor, and the Vendors, to:

- (a) add any of the undertakings, property and assets of the Vendors to the Purchased Assets, which undertakings, property and assets shall, and shall be deemed to be Purchased Assets and shall be acquired by or transferred or assigned to the Purchaser at Closing;
- (b) add any Contracts to the Assumed Contracts, which Contracts shall, and shall be deemed to be Assumed Contracts and shall be acquired by or transferred or assigned to the Purchaser at Closing; and
- (c) add any Liabilities to the Assumed Liabilities, which Liabilities shall, and shall be deemed to be Assumed Liabilities and shall be assumed by the Purchaser at Closing.

No change to the Credit Bid Amount shall result from the addition of any undertakings, property, assets, Contracts or Liabilities to the Purchased Assets, Assumed Contracts and Assumed Liabilities pursuant to this Section 2.5.

2.6 Right to Modify the Excluded Assets and Excluded Contracts

From and after the Effective Date until the date that is (i) seven (7) days prior to the Closing Date in the case of undertakings, property and assets of the Vendors (other than any Contracts) and (ii) one (1) day prior to the Closing Date in the case of any Contracts, the Purchaser shall, by notice in writing to the Vendors and the Monitor, be entitled to:

- (a) exclude any of the undertakings, property and assets of the Vendors from the Purchased Assets, which undertakings, property and assets shall, and shall be deemed to be Excluded Assets and shall not be acquired by or transferred or assigned to the Purchaser at Closing; and
- (b) exclude any Contracts from the Assumed Contracts, which Contracts shall, and shall be deemed to be Excluded Contracts and shall not be acquired by or transferred or assigned to the Purchaser at Closing.

No change to the Credit Bid Amount shall result from the exclusion of any undertakings, property, assets, Contracts or Liabilities from the Purchased Assets, Assumed Contracts and Assumed Liabilities pursuant to this Section 2.6. Notwithstanding the foregoing, the Purchaser may not exclude any of the Priority Indebtedness from the Liabilities classified as “Assumed Liabilities”, as applicable.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Purchased Assets shall comprise of the following amounts (in the aggregate, the “**Purchase Price**”), in each case exclusive of Transfer Taxes:

- (a) an amount equal to the Interim Lender Debt;
- (b) an amount equal to the BRON Media Debt;
- (c) an amount equal to the Robin Hood Debt;
- (d) an amount equal to the Solitary Debt;
- (e) an amount equal to the Surrounded Debt;
- (f) an amount equal to the Assumed Liabilities, payable on, accruing to, or arising prior to the Closing Time; and
- (g) the sum of \$9,500.00 (the “Cash Payment”).

3.2 Allocation of the Purchase Price

The Purchaser and the Vendors shall agree upon the allocation of the Purchase Price in respect of the Purchased Assets, both acting reasonably, within thirty (30) days following Closing or by such other date as the Parties agree. Such allocation shall be determined in accordance with Applicable Laws. The Parties shall report the purchase and sale of the Purchased Assets for all federal, provincial and local tax purposes in accordance with the agreed upon allocation and this Agreement.

3.3 Satisfaction of the Purchase Price

The Purchase Price shall be satisfied by the Purchaser as follows, and the Vendors hereby direct the Purchaser to satisfy the Purchase Price in accordance with this Section 3.3 and this shall be the Purchaser’s good and sufficient authority for so doing:

- (a) as to the amounts referred to in Sections 3.1(a), by the Purchaser releasing the Borrowers from repayment of all amounts owing thereunder;
- (b) as to the amounts referred to in Sections 3.1(b)-3.1(e), by the Purchaser releasing the Vendors from repayment of all amounts owing thereunder;
- (c) as to the amount referred to in Section 3.1(f), by the Purchaser assuming, performing, and/or discharging such Assumed Liabilities as and when they become due; and
- (d) as to the amount referred to in Section 3.1(g), by the Purchaser paying the Cash Payment by wire transfer of immediately available funds to the Vendors.

For greater certainty, the assumption by the Purchaser of the Assumed Liabilities has been taken into account with respect to the determination of the aggregate Purchase Price payable pursuant to this Article 3 and the assumption of such Assumed Liabilities by the Purchaser does not (except to the extent such liabilities are payable on, accruing to, or arising prior to the Closing Time) constitute separate or additional consideration hereunder in respect of the Purchased Assets.

3.4 Tax Matters

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay any applicable Transfer Taxes on the Purchaser’s acquisition of the Purchased

Assets in addition to the Purchase Price, either to the Monitor on behalf of the Vendors or directly to the appropriate Governmental Authority, as required by Applicable Law;

- (b) if applicable, the Vendors and the Purchaser shall each jointly elect under section 167 of the *Excise Tax Act* and any equivalent or comparable corresponding provision under any applicable provincial or territorial legislation, in the form prescribed for the purposes of each such provision, that no GST/HST will be payable in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such elections with the applicable tax authorities within the time and in the manner required by the Applicable Law; and
- (c) the Purchaser and the Vendors shall also execute and deliver such other tax elections and forms as they may mutually agree upon.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendors

The Vendors hereby represent and warrant as of the date hereof and as of the Closing Time as follows, and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Vendors are corporations incorporated and existing under the statutes of the jurisdiction identified next to their names in Schedule "A", and are in good standing under such statutes and have the power and authority to enter into, deliver and perform their obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and, subject to obtaining the Second ARIO and the Approval and Vesting Order in respect of the matters to be approved therein, performance by the Vendors of this Agreement has been authorized by all necessary corporate action on the part of the Vendors.
- (c) No Conflict. The execution, delivery and performance by the Vendors of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Vendors.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendors and constitutes a legal, valid and binding obligation of the Vendors, enforceable against them in accordance with its terms, subject only to obtaining the Second ARIO and the Approval and Vesting Order.
- (e) No Proceedings. Unless otherwise known to the Purchaser, there are no proceedings pending against the Vendors or, to the knowledge of the Vendors, threatened, with respect to, or in any manner affecting, the Purchased Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Assets or the Closing of the Transaction as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendors from fulfilling any of their obligations set forth in this Agreement.
- (f) No Consents or Authorizations. Subject only to obtaining the Second ARIO, the Approval and Vesting Order, and any consents, approvals or waivers required in connection with the

assignment of the Assumed Contracts, no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Vendors, and each of the agreements to be executed and delivered by the Vendors hereunder or the sale of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Vendors to consummate the Transaction.

- (g) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement and unless otherwise known to the Purchaser, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendors of the Purchased Assets.
- (h) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement for which the Purchaser will be liable or responsible.
- (i) Assumed Contracts. The Contracts listed in Schedule "B" include all of the Contracts necessary to establish the Vendors' right, title and interest in and to the Purchased Assets and for the Purchaser to acquire, and obtain the benefit of, all of the Purchased Assets (in each case solely to the extent Contracts are required in respect of the same).
- (j) Taxable Canadian Property. With respect to each Vendor, either:
 - (i) such Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (and, if such Vendor is a partnership, such Vendor is a "Canadian partnership" as defined in the *Income Tax Act*); or
 - (ii) if such Vendor is a non-resident of Canada for purposes of the *Income Tax Act* (or a partnership other than a "Canadian partnership" as defined in the *Income Tax Act*), then the Purchased Assets acquired from such Vendor under this Agreement do not constitute (and are not deemed to constitute) "taxable Canadian property" to the Vendor within the meaning of the *Income Tax Act*, and without limiting the foregoing, such Vendor does not carry on business in Canada for purposes of the *Income Tax Act*.

4.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendors as of the date hereof and as of the Closing Time, and acknowledges that, the Vendors are relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

- (a) Formation and Status. The Purchaser is a limited partnership formed and existing under the *Limited Partnerships Act* (Ontario), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser's general partner.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or

allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Second ARIO and the Approval and Vesting Order.
- (e) No Proceedings. Unless otherwise known to the Vendors, there are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin, delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) No Consents or Authorizations. Subject only to obtaining the Second ARIO, the Approval and Vesting Order, and any consents, approvals or waivers required in connection with the assignment of the Assumed Contracts (including any Assignment Order), no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Purchaser, and each of the agreements to be executed and delivered by the Purchaser hereunder or the purchase of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Purchaser to consummate the Transaction.
- (g) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement entered into by the Purchaser for which the Purchaser will be liable or responsible.
- (h) Solvency. The Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

4.3 As is, Where is

The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Assets shall be sold and delivered to the Purchaser on an "*as is, where is*" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, the Purchaser acknowledges and agrees that: (i) no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, including with respect to the Purchased Assets; and (ii) the Monitor has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the Transaction contemplated hereby, including with respect to the Purchased Assets. The disclaimer in this Section 4.3 is made notwithstanding the delivery or disclosure to the Purchaser or its Representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement). Without limiting the generality of the foregoing and unless and solely to the extent expressly set forth in this Agreement or in any documents required to be delivered pursuant to this Agreement, any and all conditions, warranties or representations, expressed or implied, pursuant to Applicable Law do not apply hereto and are hereby expressly waived by

the Purchaser. The Purchaser further acknowledges, agrees and confirms that it has conducted its own investigations, due diligence and analysis in satisfying itself as to all matters relating to the Vendors and their assets, liabilities and business.

Until Closing, the Purchased Assets shall remain at the risk of the Vendors. After Closing occurs, the Purchased Assets shall be at the sole risk of the Purchaser regardless of the location of the Purchased Assets.

ARTICLE 5 COVENANTS

5.1 Application for the Second ARIO, the Approval and Vesting Order and Petition for the U.S. Recognition Orders

Subject to the requirements of Section 2.2:

- (a) each of the Parties shall use its commercially reasonable efforts to: (i) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction; and (ii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law. Among other things, the Parties agree that this shall require the Vendors, as promptly as practicable after execution and delivery of this Agreement, to serve and file with the: (i) Court an application for the issuance of the Second ARIO, the Approval and Vesting Order and any Assignment Order; and (ii) U.S. Court a petition for the issuance of the U.S. Recognition Orders;
- (b) the Vendors shall: (i) provide the Purchaser with a reasonable opportunity to review and comment upon all materials filed by the Vendors with the Court and the U.S. Court in accordance with this Section 5.1 at least two (2) Business Days in advance of such filing, which materials shall be consistent with the terms and conditions of this Agreement; and (ii) provide notice of the application for the Second ARIO, the Approval and Vesting Order and any Assignment Order and petition for the U.S. Recognition Orders on all Persons as may be required by the Purchaser, including, without limitation, all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary or advisable by the Vendors or the Purchaser. The Vendors shall promptly inform and provide the Purchaser with copies of responses or objections received by them relating to this Agreement or the Transaction in the event the Vendors or their counsel have reason to believe that counsel to the Purchaser has not already separately received copies of the same; and
- (c) if the Second ARIO, the Approval and Vesting Order, any Assignment Order or the U.S. Recognition Orders shall be appealed or any application or petition for rehearing or reargument shall be filed with respect thereto, the Vendors agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, application, or motion.

5.2 Actions to Satisfy Closing Conditions

Each of the Parties shall use its commercially reasonable efforts to take or cause to be taken, all appropriate action, and do, or cause to be done all things necessary, proper or advisable under Applicable Law to consummate and make effective, as soon as reasonably practicable and in any event prior to the Outside

Date, the transactions contemplated by this Agreement (including the transfer to the Purchaser of title to the Purchased Assets) and, without limiting the generality of the foregoing, each Party shall:

- (a) use its commercially reasonable efforts to take such actions as are, at the time of such action, within its power to control and to cause other actions to be taken which are not within its power to control, so as to facilitate the fulfillment of all of the conditions precedent to the other Party's obligations to consummate the Transaction provided for in Section 7.1, Section 7.2 and Section 7.3; and
- (b) not take any action, or refrain from taking any action and use commercially reasonable efforts to not permit any action to be taken or not taken, which would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement.

The Purchaser hereby agrees, and hereby agrees to cause its Representatives to, keep the Vendors informed on a reasonably current basis, as reasonably requested by the Vendors or the Monitor, as to the Purchaser's progress in terms of the satisfaction of the conditions precedent contained herein. The Vendors hereby agree, and hereby agree to cause their Representatives to, keep the Purchaser informed on a reasonably current basis, as reasonably requested by the Purchaser, as to the Vendors' progress in terms of the satisfaction of the conditions precedent contained herein.

5.3 Access to Information and Investigation by the Purchaser

Until the Closing Date, the Vendors shall furnish to the Purchaser's Representatives engaged in the transactions contemplated by this Agreement during normal business hours full access to the Purchased Assets, including all of the Books and Records relating solely to the Purchased Assets and the Assumed Liabilities, and shall furnish them with all such information relating solely to the Purchased Assets and the Assumed Liabilities as the Purchaser may reasonably request solely in connection with the Transaction; provided that any such access shall be in accordance with Applicable Law (including any orders of any Governmental Authority that would restrict, limit or otherwise hinder such access), in such a manner as to maintain confidentiality and not to unreasonably interfere with the normal operations of the Vendors' Business. The Purchaser and its Representatives further agree to abide by any safety rules or rules of conduct reasonably imposed by the Vendors with respect to such access and any information furnished to it or its Representatives pursuant thereto. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require the Vendors to disclose: (i) due diligence questions, lists or investigations conducted by others, names, bids, letters of intent, expressions of interest, or other proposals received from others in connection with the Transaction or other information and analyses relating to such communications; or (ii) information (A) subject to privilege, (B) which would conflict with any confidentiality obligations to which the Vendors are bound or (C) in violation of Applicable Law.

5.4 Interim Period

During the Interim Period, except (i) as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), (ii) as necessary in connection with the CCAA Proceedings, (iii) as otherwise provided in the Initial Order and any other Court orders prior to the Closing Time, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Vendors shall:

- (a) remain in possession of the Purchased Assets, use the Purchased Assets only in the ordinary course of business in all material respects consistent with past practice and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions,

modifications or maintenance in the ordinary course of business, including by maintaining in full force and effect all material insurance policies and binders relating to the Purchased Assets and give any notice or present any Claim under any such insurance policies and binders consistent with the past practice of the applicable Vendors in the ordinary course of business;

- (b) not transfer, lease, license, sell, abandon, create any Encumbrance on, or otherwise dispose of any of the Purchased Assets or any portion thereof or interest therein, other than in the ordinary course of business in all material respects consistent with past practice;
- (c) not amend in any material respect or in a manner outside the ordinary course of business in all material respects consistent with past practice any Assumed Contract that forms a part of the Purchased Assets or waive any material provision or right thereunder or surrender, disclaim, terminate or assign any such Assumed Contract;
- (d) keep the Purchaser reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any tax or regulatory investigation or any other investigation by a Governmental Authority or action involving the Vendors or the Purchased Assets, provided that nothing in this Section 5.4(d) shall require the Vendors to disclose information: (i) subject to privilege; (ii) which would conflict with any confidentiality obligations to which the Vendors are bound; or (iii) in violation of Applicable Law; and
- (e) not enter into any material contract or other material written agreement in respect of or materially applicable to any of the Purchased Assets.

5.5 Post-Closing Accounts Receivable

Within five (5) Business Days following the Closing Date, and prior to the termination of the CCAA Proceedings or any assignment in bankruptcy, the Vendors shall deliver a notice, in form and substance satisfactory to the Purchaser, acting reasonably, and duly executed by the Vendors, to the account debtors of, and all applicable collection account managers, agents and/or administrators with respect to, the Accounts Receivable and the Assumed Contracts included in the Purchased Assets regarding the transfer of the Accounts Receivable and the Assumed Contracts and directing that all further payments thereunder be made to the Purchaser. Any Accounts Receivable forming part of the Purchased Assets collected by the Vendors, the Monitor or any trustee-in-bankruptcy appointed with respect to the Vendors (or other proceeds collected or derived from a Purchased Asset by the Vendors, the Monitor or such trustee-in-bankruptcy), other than the Purchase Price paid hereunder, from and after the Closing Date shall be held in trust for the benefit of the Purchaser, and such funds shall not form part of the Vendors' estate or otherwise be made available to the Vendors' stakeholders, and, upon receipt following the Closing, shall promptly be paid to, and for the benefit of, the Purchaser in accordance with its rights under this Agreement.

If after Closing, the Purchaser or any of its Permitted Assignees receives or otherwise comes to possess any Excluded Assets, the Purchaser will promptly (i) give written notice to the Vendors and the Monitor and (ii) transfer, assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) such assets to the Vendors at the Vendors' sole expense. Prior to any such transfer, the Purchaser or its applicable Permitted Assignees receiving or possessing any such Excluded Asset will hold it in trust for the benefit of the Vendors. The Purchaser will cooperate with the Vendors and use its commercially reasonable efforts to

set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 5.5.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place electronically on the Closing Date effective as of the Closing Time (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

6.2 Vendors' Closing Deliveries

At the Closing Time, the Vendors shall execute and deliver or cause to be delivered, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (b) a true copy of the Second ARIO, as issued and entered by the Court;
- (c) a true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (d) a true copy of any Assignment Order, as issued and entered by the Court;
- (e) true copies of the U.S. Recognition Orders, as issued and entered by the U.S. Court;
- (f) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Vendors;
- (g) the General Conveyance, duly executed by the Vendors;
- (h) the Assignment and Assumption Agreement, duly executed by the Vendors;
- (i) if applicable the Transition Agreement, duly executed by the Vendors;
- (j) a certificate of an officer of each Vendor dated as of the Closing Date confirming that all of the representations and warranties of such Vendor contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that such Vendor has performed in all material respects the covenants to be performed by it prior to the Closing Time; and
- (k) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall execute and deliver or cause to be delivered, as the case may be, to the Vendors (or to the Monitor, as applicable), the following, each of which shall be in form and substance satisfactory to the Vendors, acting reasonably:

- (a) payment to the Monitor (or evidence of payment by the Purchaser to the relevant Governmental Authorities) of all Transfer Taxes required by Applicable Law to be collected on Closing, in accordance with Section 3.4;
- (b) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Purchaser;
- (c) the General Conveyance, duly executed by the Purchaser;
- (d) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (e) if applicable the Transition Agreement, duly executed by the Purchaser;
- (f) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (g) payment to the Vendors of the Cash Payment in accordance with Section 3.1(g); and
- (h) such other agreements, documents and instruments as may be reasonably required by the Vendors to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Conditions Precedent in Favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Amendment to the DIP Loan Agreement. The Purchaser and the Vendors shall have entered into an amendment to the DIP Loan Agreement (the “**Second DIP Amendment**”) pursuant to which, among other things, (i) the Non-Petitioner Entities shall be added as “Borrowers” under the DIP Loan Agreement, (ii) the maturity date under the DIP Loan Agreement shall be extended to December 4, 2023, and (iii) if necessary, the Maximum Amount under the DIP Loan Agreement shall be increased to an amount to be determined by the Parties and the Monitor, each acting reasonably.
- (b) Second Amended and Restated Initial Order. The Court shall have issued a second amended and restated Initial Order (the “**Second ARI**O”), among other things, (i) adding the Non-Petitioner Entities as “Petitioners” in the CCAA Proceedings, (ii) approving the Second DIP Amendment, and (iii) if necessary, increasing the Interim Lender’s Charge to be equal to the Maximum Amount under the Second DIP Amendment, which Second ARI O shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (c) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, varied in a

manner materially adverse to the Purchaser, set aside; or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

- (d) U.S. Recognition Orders. The U.S. Court shall have issued and entered the U.S. Recognition Orders, which U.S. Recognition Orders shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (e) No Order. No Applicable Law and no final or non-appealable judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction or modifies or amends the Second ARIQ, the Approval and Vesting Order, the Assignment Order, if any, or the U.S. Recognition Order, in each case in a manner materially adverse to the Purchaser.
- (f) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (g) Monitor's Certificate. The Monitor shall have provided an executed copy of the Monitor's Certificate confirming that all conditions to Closing have either been satisfied or waived by both the Purchaser and the Vendors.
- (h) Transition Agreement. If requested by the Purchaser, the Vendors and the Purchaser shall have entered into the Transition Agreement.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in this Section 7.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

7.2 Conditions Precedent in Favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Assignment Order. The Court shall have issued and entered any Assignment Order requested by the Purchaser, which Assignment Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) Vendors' Deliverables. The Vendors shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.
- (c) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (d) No Breach of Covenants. The Vendors shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendors on or before the Closing Date.
- (e) Stay of Proceedings. All stays of proceedings contained in the Initial Order and the Final Recognition Order shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not materially prejudicial to the Purchaser or which does not materially adversely affect the Purchaser's rights under this Agreement or the Purchased Assets.
- (f) Existing Court Orders. The Initial Order, the SISP Order and the Final Recognition Order shall be in full force and effect and shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Purchaser.
- (g) No Default. No default or event of default shall have occurred or shall be continuing under the DIP Loan Agreement.
- (h) Allocation. Any allocation of the Charges amongst the Property sought pursuant to the Initial Order or proposed in connection with the SISP, the Approval and Vesting Order, this Agreement or the Transaction, shall be satisfactory to the Purchaser in its sole discretion.
- (i) CCAA Charge Amount. The CCAA Charge Amount shall have been pre-funded pursuant to the DIP Loan Agreement or otherwise satisfied from the Vendors' cash on hand.
- (j) Obligations Due to the Guilds. The aggregate total of the Liabilities to the Guilds arising out of or related to the period prior to the Closing Time and assumed pursuant to Section 2.3(e) shall not exceed \$50,000.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in this Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendors to terminate this Agreement.

7.3 Conditions Precedent in Favour of the Vendors

The obligation of the Vendors to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendors at the Closing all the documents and payments contemplated in Section 6.3.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.
- (d) Payment of the Non-Petitioners' Petitioners. The fees and expenses to be incurred in connection with the addition of the Non-Petitioner Entities as "Petitioners" in the CCAA Proceedings and the filing of the Non-Petitioner Entities' petitions for relief in the Chapter 15 Proceedings shall have been funded under the DIP Loan Agreement.

The foregoing conditions are for the exclusive benefit of the Vendors. Any condition in this Section 7.3 may be waived by the Vendors in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendors only if made in writing. If any condition set out in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Vendors may elect on written notice to the Purchaser to terminate this Agreement.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Vendors (with the consent of the Monitor) and the Purchaser;
- (b) by the Purchaser upon written notice to the Vendors if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Second ARIQ and the Approval and Vesting Order are not obtained on or before November 8, 2023 (subject to availability of the Court); provided in each case that the failure to close or obtain such order, as applicable, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement;
- (c) by written notice from the Purchaser to the Vendors if there has been a material breach by the Vendors of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendors, and such breach has not been cured within five (5) days following the date upon which the Vendors received such notice, unless the Purchaser is in material breach of its obligations under this Agreement; or
- (d) by written notice from the Vendors (with the consent of the Monitor) to the Purchaser if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendors, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendors have provided prior written notice of such breach to the Purchaser, and such breach has not been cured within five (5) days following the date upon which the Purchaser received such notice, unless any one or more of the Vendors are in material breach of their obligations under this Agreement.

8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder. Under no circumstances shall either of the Parties or their respective Representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

8.3 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

ARTICLE 9 GENERAL

9.1 Binding on Subsidiaries

Each of the Vendors acknowledges and agrees that it is entering into this Agreement on behalf of itself and on behalf of each of its wholly-owned and/or controlled subsidiaries (including, without limitation, any entities for which one or more of the Vendors are member managers), and that any and all grants of rights contained in this Agreement is intended to include any and all of the Purchased Assets owned or controlled by each Vendor and any and all of the Purchased Assets owned or controlled by each Vendor's wholly-owned and/or controlled subsidiaries (the "**Vendor Controlled Subsidiaries**"), only to the extent necessary to sell, assign and transfer the Purchased Assets to the Purchaser. For greater certainty, the Vendor Controlled Subsidiaries shall not be obliged to sell, convey, assign or transfer any Excluded Asset to the Purchaser.

9.2 Access to Books and Records

- (a) For a period of two (2) years from the Closing Date or for such longer period as may be reasonably required for the Vendors (or any trustee in bankruptcy of the estate of any of the Vendors) to comply with any Applicable Law, the Purchaser shall retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Monitor and the Vendors (or trustee in bankruptcy of the estate of the Vendors) have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.
- (b) Notwithstanding any other term in this Agreement, emails within the Vendors' possession immediately prior to Closing that form part of the Purchased Assets will not be delivered to the Purchaser (other than in accordance with the terms of this Section 9.2) and will only be preserved on data systems held by Adam Davids Law, PLLC and by a Canadian law firm to be selected solely by the Vendors. Emails related to the Purchased Assets (and only those emails) can be accessed by the Purchaser upon request to the Vendor, subject to review by a third party, selected by the Vendors and the Purchaser, acting reasonably, for privilege, confidentiality, restrictions under Applicable Law, and relevance to the Purchased Assets. All expenses, costs and fees related to such requests shall be borne solely by the Purchaser.

9.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by same-day courier or by read-receipted email, addressed:

- (a) in the case of the Purchaser, as follows:

Creative Wealth Media Lending LP 2016

c/o Creative Wealth Media GenPar Ltd.
151 Bloor Street West, Suite 700
Toronto, ON M5S 1S4

Attention: Richard McConnell
Email: Richard.McConnell@cwmoviefund.ca

with a copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attention: Peter Dunne, Mike Shakra and Joshua Foster
Email: dunnep@bennettjones.com; shakram@bennettjones.com; fosterj@bennettjones.com

- (b) in the case of the Vendors, as follows:

c/o BRON Media Corp.

Suite 1700, Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Aaron Gilbert
Email: agilbert@bronstudios.com

with a copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 4A9

Attention: Asim Iqbal
Email: aiqbal@millertomson.com

- (a) in each case, with a further copy to the Monitor as follows:

Grant Thornton Limited

Suite 1600 – 333 Seymour Street
Vancouver BC V6B 0A4

Attention: Mark Wentzell
Email: Mark.Wentzell@ca.gt.com

with a copy to:

Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: John Birch
Email: jbirch@cassels.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.4 Public Announcements

Subject to Section 5.1(b), the Vendors and the Monitor shall be entitled to disclose this Agreement to the Court, the U.S. Court and the parties in interest in the CCAA Proceedings and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Subject to the foregoing, no press release or other announcement concerning the Transaction shall be made by the Purchaser or the Vendors without the prior consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Survival

The representations and warranties of the Parties contained in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction shall merge on Closing, provided that the representations, warranties and covenants of the Parties contained in this Agreement and in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction to be performed after the Closing, or which by their terms survive Closing, shall survive Closing and remain in full force and effect.

9.7 Entire Agreement

This Agreement and the attached Schedules hereto, and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement

may not be amended or modified in any respect except by written instrument executed by the Vendors (with the consent of the Monitor) and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of British Columbia therefrom.

9.10 Assignment; Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as specifically provided herein, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Monitor and the Parties and their successors and permitted assigns. Subject to the following sentence, no Party may assign its right or benefits under this Agreement without the consent of the other Party and the Monitor. Notwithstanding the foregoing, the Purchaser may, from time to time prior to the application for the Approval and Vesting Order, upon prior notice to the Vendors and the Monitor (and without their respective prior written consent), assign this Agreement, or any or all of its rights and obligations hereunder, to one or more related parties, subsidiaries or Affiliates (each, a “**Permitted Assignee**”) (and, for greater certainty, the Purchaser may assign to one or more Permitted Assignees the right to purchase, in consideration for the allocable portion of the Purchase Price, all or any portion of the Purchased Assets hereunder), provided that any such Permitted Assignee agrees to be bound by the terms of this Agreement to the extent of the assignment and that no such assignment shall relieve the Purchaser of its obligations hereunder.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement, including any documents reasonably necessary to reflect a chain of title in and to and/or to obtain access to the Purchased Assets for the benefit of the Purchaser. In addition, the Vendors shall cause each of the Vendor Controlled Subsidiaries to transfer all rights in and to the Purchased Assets to the Purchaser and to execute documents consistent therewith.

9.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

9.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant

or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.14 Non-Waiver

No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

9.15 Expenses

Except as otherwise provided in the DIP Loan Agreement, each of the Parties shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

9.16 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel, and the Closing shall be deemed to have occurred.

9.17 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA, the Initial Order and any other order of the Court in the CCAA Proceedings, the Vendors and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendors and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

[Signature Page Follows]

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

BRON MEDIA CORP.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 (CANADA) CORP.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC BC INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

WINDOR PRODUCTIONS BC INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE USA, CORP.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

- 33 -

BRON VENTURES 1 LLC

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

I AM PINK PRODUCTIONS, LLC

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC USA INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL USA, LLC

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

SOLITARY HOLDINGS USA, LLC

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE CORP.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

- 34 -

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON RELEASING INC.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON EVEREST PRODUCTIONS INC.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

HENCH 2 BC PRODUCTIONS INC.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON DIGITAL USA, LLC

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

DRUNK PARENTS, LLC

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS USA INC.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

- 35 -

GOSSAMER PRODUCTIONS USA INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

HARRY HAFT PRODUCTIONS, INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

OAKLAND PICTURES HOLDINGS, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

PATHWAY PRODUCTIONS, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

**BRON LIFE USA INC. (BRON LEGACY
USA INC.)**

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON RELEASING USA INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BAKHORMA, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

WELCOME TO ME, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON ANIMATION INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES HOLDINGS USA, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER HOLDINGS USA, LLC

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By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

LUCITE DESK, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

- 37 -

BRON DEVELOPMENTS INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS INTL. CORP.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA DEVELOPMENTS INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

**HEAVYWEIGHT HOLDINGS, LLC
(PREVIOUSLY HARRY HAFT FILMS,
LLC)**

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS BC INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

- 38 -

GOSSAMER PRODUCTIONS BC INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA CORP.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FRONT RUNNER PRODUCTIONS, INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BROWN AMY, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO PRODUCTION SERVICES INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

- 39 -

FRONT RUNNER, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

GREEN MOON INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

HARMON FILMS, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

HARMON MONSTER FILMS, INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

NEEDLE IN A TIMESTACK, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

PARA PRODUCTIONS, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

RED SEA LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

- 40 -

RED SEA PRODUCTIONS INC.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

TULLY PRODUCTIONS, LLC

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD HOLDINGS, LLC

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD PRODUCTIONS, INC.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

VILLAINS PICTURES, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer

VILLAINS PRODUCTION SERVICES, INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer

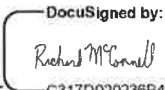
SURROUNDED PRODUCTIONS USA INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB
Name:
Title:

OCTOBER SERIES HOLDINGS, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

**CREATIVE WEALTH MEDIA LENDING
LP 2016, by its general partner, CREATIVE
WEALTH MEDIA GENPAR LTD.**

By: 
Name: Richard McConnell
Title: President

SCHEDULE "A"

VENDORS

Canadian Vendors:

BRON Animation Inc. (British Columbia)
 BRON Creative Corp. (Ontario)
 BRON Developments Inc. (British Columbia)
 BRON Media Corp. (British Columbia)
 BRON Media Holdings Intl. Corp. (British Columbia)
 BRON Media Holdings USA Inc. (British Columbia)
 BRON Releasing Inc. (British Columbia)
 BRON Studios Inc. (British Columbia)
 BRON Ventures 1 (Canada) Corp. (British Columbia)
 BRON Everest Productions Inc. (Ontario)
 Fables Productions BC Inc. (British Columbia)
 Gossamer Productions BC Inc. (British Columbia)
 Hench 2 BC Productions Inc. (British Columbia)
 Robin Hood Digital PC BC Inc. (British Columbia)
 Windor Productions BC Inc. (British Columbia)

US Vendors:

Bakhorma, LLC (Washington)
 BRON Creative USA, Corp. (Nevada)
 BRON Digital USA, LLC (Delaware)
 BRON Life USA Inc. (BRON Legacy USA Inc.) (Delaware)
 BRON Media Holdings USA Corp. (Delaware)
 BRON Releasing USA Inc. (Delaware)
 BRON Studios USA Development Inc. (Nevada)
 BRON Studios USA Inc. (Nevada)
 BRON Ventures 1 LLC (Delaware)
 Brown Amy, LLC (Nevada)
 Drunk Parents, LLC (New York)
 Fables Holdings USA, LLC (Delaware)
 Fables Productions USA Inc. (Delaware)
 Fonzo Production Services Inc. (Louisiana)
 Fonzo, LLC (Nevada)
 Front Runner, LLC (Nevada)
 Front Runner Productions, Inc. (Georgia)
 Gossamer Holdings USA, LLC (Delaware)
 Gossamer Productions USA Inc. (Delaware)
 Green Moon Inc. (Washington)
 Harmon Films, LLC (New York)
 Harmon Monster Films, Inc. (New York)
 Harry Haft Productions, Inc. (New York)
 Heavyweight Holdings, LLC (previously Harry Haft Films, LLC) (Delaware)
 I Am Pink Productions, LLC (Delaware)
 Lucite Desk, LLC (Delaware)
 Needle In A Timestack, LLC (Delaware)
 Oakland Pictures Holdings, LLC (Delaware)

October Series Holdings, LLC (Delaware)
Para Productions, LLC (Nevada)
Pathway Productions, LLC (Delaware)
Red Sea LLC (Nevada)
Red Sea Productions Inc. (Nevada)
Robin Hood Digital PC USA Inc. (Delaware)
Robin Hood Digital USA, LLC (Delaware)
Solitary Holdings USA, LLC (Delaware)
Surrounded Holdings USA LLC (Delaware)
Surrounded Productions USA Inc. (Delaware)
Tully Productions, LLC (Nevada)
TWWMD Holdings, LLC (Delaware)
TWWMD Productions, Inc. (Nevada)
Villains Pictures, LLC (Nevada)
Villains Production Services, Inc. (New York)
Welcome to Me, LLC (California)

SCHEDULE “B”

ASSUMED CONTRACTS

The following is an exhaustive list of the Assumed Contracts:

Bakhorma, LLC

1. Collection Account Management Agreement, regarding Prospect, dated June 22, 2018, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including Bakhorma, LLC.
2. Distribution Agreement, regarding Prospect, dated September 27, 2018, between Gunpowder & Sky Distribution, LLC and Bakhorma, LLC.
3. Literary Purchase Agreement, regarding Prospect, dated October 7, 2016, between Bakhorma, LLC and Shep LLC.

BRON Creative Corp.

4. Collection Account Management Agreement, regarding Blackbird, dated June 12, 2015, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including BRON Creative Corp.
5. Collection Account Management Agreement, regarding The Nightingale, dated February 23, 2017, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including BRON Creative Corp.
6. Sales Agent Side Letter Agreement, regarding Nightingale, dated February 23, 2017, between Nightingale Films Holdings Pty Ltd., FilmNation International, LLC, Cinefinance, LLC, Bron Creative Corp and Screen Australia, a statutory authority established by the *Screen Australia Act 2008 (Cth)*.
7. Loan and Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.
8. General Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.
9. Copyright Mortgage and Assignment; Power of Attorney, regarding My Abandonment, dated March 29, 2017, between My Abandonment and Bron Creative Corp.
10. Copyright Assignment and Notice of Ownership, regarding Fences, between Paramount Pictures Corporation and BRON Creative Corp.
11. Loan and Security Agreement, regarding Nightingale, dated November 18, 2016, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., and Bron Creative Corp.
12. General Security Agreement, regarding Nightingale, dated December 22, 2016, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., and Bron Creative Corp.

13. Priority Deed, regarding Nightingale, dated February 7, 2017, between BRON Creative Corp., Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Fulcrum Media Finance 3 PTY Ltd., and Fulcrum Media Finance 2 PTY Ltd.
14. Interparty Agreement, regarding Nightingale, dated February 16, 2017, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Screen Tasmania, Fulcrum Media Finance 3 PTY Ltd., Fulcrum Media Finance 2 PTY Ltd. and The Crown in Right of Tasmania.
15. Second Variation to the Interparty Agreement, regarding Nightingale, dated June 7, 2018, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Fulcrum Media Finance 3 PTY Ltd., and Fulcrum Media Finance 2 PTY Ltd.
16. Omnibus Amending Agreement, regarding Nightingale, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., and Cinefinance, LLC.
17. Second Omnibus Amending Agreement, regarding Nightingale, dated June 7, 2018, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., and Cinefinance, LLC.

BRON Creative Corp. & BRON Creative USA, Corp.

18. Assignment of Contracts Agreement, dated June 18, 2019, between Bron Creative Corp., and Bron Creative USA, Corp., together with all rights, titles, and interests assigned pursuant thereto, including under the Term Sheet, regarding Inner City, dated April 4, 2017, between Columbia Pictures Industries, Inc. and Bron Creative Corp.
19. Assignment Agreement, dated July 20, 2017, between Bron Creative Corp., and Bron Creative USA, Corp., together with all rights, titles, and interests assigned pursuant thereto, including under the Co-Financing Agreement dated March 22, 2016 between BRON Creative Corp. and Paramount Pictures Corporation and the proceeds thereof.

BRON Creative USA Corp.

20. Collection Account Management Agreement, regarding Green Knight, dated January 25, 2022, between Freeway CAM B.V, Stitching Freeway Custody, Green Knight Productions LLC, Off With Your Head LLB, A24 Distribution LLC, and BRON Creative USA, Corp.
21. Co-Finance Agreement, regarding The Good Liar, dated February 28, 2018, between BRON Creative USA, Corp. and New Line Productions, Inc.
22. Amended and Restated Financing Term Sheet, dated April 2, 2018, between BRON Creative USA Corp., BRON Studios USA, Inc., and Creative Wealth Media Lending LP.
23. Financing Agreement, regarding Green Knight, dated March 28, 2019, between A24 Distribution LLC and BRON Creative USA, Corp.
24. Investment Agreement, regarding Queen and Slim, dated April 30, 2019, between Royalty Holdings LLC and BRON Creative USA, Corp.

25. Amended and Restated Term Sheet dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA Inc. and Creative Wealth Media Lending LP 2016
26. Co-Financing and Distribution Term Sheet, regarding Rust City, dated May 3, 2019, between Columbia Pictures Industries Inc. and Bron Creative USA Corp.
27. Fatherhood Term Sheet, dated July 9, 2019, confirming the Agreement between Columbia Pictures Industries Inc. and Bron Creative USA, Corp.
28. Partnership Agreement for Hercules-Bron Creative Partnership, regarding Hercules, dated June 7, 2018, between Hercules Film Investors I, Inc. and Bron Creative USA Corp.
29. Limited Liability Company Agreement, dated November 16, 2018, between Bron Creative USA, Corp., Creative Wealth Media Lending Inc., and the Persons signing this Agreement as Members on counterpart signature pages for the Company, BRON Creative WB 1, LLC.
30. Administration Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc. and BRON Creative WB 1, LLC.
31. Letter Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc., BRON Creative WB 1, LLC and LPF (WB Blocker) Investment Corp.
32. Investment Agreement, dated January 2, 2020 between BCWB1 Blocker, Inc. and BRON Creative USA, Corp.
33. Priority Payment to Blocker Agreement dated January 2, 2020 between BCWB1 Blocker, Inc., BRON Creative USA, Corp., and Creative Wealth Media Equity Fund I LP.

BRON Creative USA Corp. & BRON Studios USA Inc.

34. Hercules Partnership Term Sheet, dated May 10, 2018, between BRON Creative USA Corp., BRON Studios USA, Inc., and Creative Wealth Media Lending LP 2016.
35. Amended and Restated Financing Term Sheet, regarding The Good Liar, dated April 2, 2018, between BRON Studios USA, Inc., BRON Creative USA Corp., and Creative Wealth Media Lending LP 2016.
36. Amended and Restated Financing Term Sheet, regarding Greyhound, dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA, Inc. and Creative Wealth Media Lending LP 2016.
37. Amended and Restated Collection Account Management Agreement, dated October 4, 2018, between Freeway Cam B.V., Stitching Freeway Custody, BRON Studios USA Inc., My Abandonment, LLC, My Abandonment Productions Services Inc., Linda Reisman, Harrison Productions, Inc. f/s/o Anne Harrison, Anne Rosselini, BRON Creative Corp., First Look Productions, 18th Floor Studios, LLC, Still Rolling Productions, Inc. f/s/o Debra Granik, Endeavour Content, LLC, Screen Actors Guild- American Federation of Television and Radio Artists.

BRON Developments Inc. & Para Productions LLC

38. Option Purchase Agreement, regarding Parallel, dated June 25, 2015, between Bron Developments Inc. and Scott Blaszak.
39. Assignment of Contracts Agreement, regarding Parallel, dated October 4, 2016, between BRON Developments Inc. and Para Productions LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Option and Purchase Agreement dated June 25, 2015, between BRON Developments Inc., as producer, and Scott Blaszak, as owner, and Writer's Agreement dated March 31, 2016 between BRON Developments Inc., as producer, and Scott Blaszak, as writer.

BRON Everest Productions Inc.

40. Everest: The North Face Co-Financing/Distribution Term Sheet, dated April 4, 2021, between IMAX Corporation, BRON Everest Productions Inc., and NGC Network US, LLC.

BRON Life USA Inc. (BRON Legacy USA Inc.) & BRON Releasing USA Inc.

41. Sales Agent Agreement, regarding Playground, dated August 11, 2021, between BRON Life USA Inc. and BRON Releasing USA Inc.
42. Term Sheet, regarding Playground, dated May 19, 2021, between BRON Life USA Inc. and Trooper Entertainment, f/s/o David Caplan.

BRON Media Corp.

43. MasterKey Series Commercial Coverage, dated January 21, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.
44. Chubb Commercial Excess and Umbrella Insurance Agreement, dated January 30, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.
45. Inland Marine Insurance Film Producers Commercial Coverage, dated February 1, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.

BRON Media Corp., BRON Ventures 1, LLC & BRON Studios USA Inc.

46. Transactions and Settlement Agreement, dated October 27, 2021, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.
47. Second Amended and Restated Limited Liability Company Agreement for Media Res Studio, LLC, between Media Res Studio, LLC, and BRON Ventures LLC.

BRON Media Holdings Int. Corp & BRON Studios USA Inc.

48. Certificate of Liability Insurance, dated June 2, 2021, between FRONT Row Insurance Brokers, LLC and Bron Media Holdings Intl. Corp, Bron Studios USA Inc., BRON Studios UK Ltd, CMA Series Holdings UK Ltd, CMA Productions UK Ltd, and BRON Releasing UK Ltd.

BRON Media Holdings USA Corp.

49. Simple Agreement for Future Equity, between Subnation Media Inc. and Bron Media Holdings USA Corp.

BRON Releasing Inc. & BRON Animation Inc.

50. Collection Account Management Agreement, regarding Henchmen, dated March 1, 2021, between Fintage Collection Account Management B.V., Henchmen Productions, BRON Releasing Inc., BRON Animation, Inc., Creative Wealth Media Finance Corp., and SAG-AFTRA.

BRON Releasing Inc., BRON Ventures 1 Canada (Corp.) & BRON Creative USA, Corp.

51. Participation Agreement, regarding Hailey and the Hero Heart, dated April 24, 2020, between Creative Wealth Media Finance Corp., BRON Releasing Inc., Epic Story Media Distribution Inc., Hero Heart IP Holdco Inc., and Hunted Production Services Inc.

BRON Releasing USA Inc.

52. Sales Agent Agreement, regarding Fables, dated April 17, 2020, between BRON Releasing USA Inc. and Fables Holdings USA, LLC.
53. Sales/Advisory Services Letter Agreement, regarding Untitled Nicki Minaj Documentary Series, dated December 17, 2020, between BRON Releasing USA Inc. and Endeavor Content, LLC.
54. Co-Sales Representation Agreement, regarding National Anthem, dated January 26, 2022, between BRON Releasing USA Inc., William Morris Endeavor Entertainment, LLC, and National Anthem Holdings, LLC.
55. Sales Agent Agreement, regarding National Anthem, dated November 23, 2021, between National Anthem Holdings, LLC and BRON Releasing USA Inc.
56. Investor Agreement, regarding Loudmouth, dated June 28, 2021, between BRON Releasing USA Inc. and Loudmouth Documentary, LLC.

BRON Releasing USA Inc. & Solitary Holdings USA, LLC

57. Sales Agent Agreement, regarding Solitary, dated August 4, 2020, between Solitary Holdings USA, LLC and BRON Releasing USA Inc.

BRON Releasing USA Inc. & BRON Studios USA Inc.

58. Collection Account Management Agreement, regarding Needle in a Timestack, dated October 25, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Needle in a Timestack, LLC, Needle Production Services BC Inc., BRON Studios USA, Inc., BRON Releasing USA, Inc., Creative Wealth Media Lending LP 2016, Endeavor Content, LLC, Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America Inc, and Writers Guild of America, West, Inc.
59. Collection Account Management Agreement, dated April 3, 2023, regarding National Anthem, between Freeway Cam B.V., Stichting Freeway Custody, National Anthem Holdings, LLC, National Anthem Prodco, Inc., BRON Studios USA, Inc., BRON Releasing USA, Inc., Creative Wealth Media Finance Corp, William Morris Endeavor Entertainment, LLC, SAG-AFTRA, Directors Guild of America Inc., Writers Guild of America, West, Inc., Writers Guild of America, East, Inc., and Hercules Film Investors I (US), Inc.

60. Collection Account Management Agreement, regarding Pieces of a Woman, dated August 10, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Holding Pieces, LLC, Pieces Film, Inc, BRON Studios USA, Inc., Creative Wealth Media Lending LP 2016, BRON Releasing USA, Inc., Creative Artists Agency, LLC, and Comerica Bank.
61. Collection Account Management Agreement, regarding Parallel, dated July 19, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Para Productions BC Inc., Para Productions, LLC., Bron Studios USA Inc., Bron Releasing USA, Inc., Endeavor Content, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, SAG-AFTRA, and Directors Guild of America Inc.

BRON Releasing USA Inc. & Gossamer Holdings USA, LLC

62. Sales Agent Agreement, regarding Gossamer, dated April 21, 2020, between Gossamer Holdings USA, LLC and BRON Releasing USA Inc.

BRON Studios Inc.

63. Collection Account Management Agreement, regarding “Tell”, dated November 11, 2014 between Fintage Collection Account Management B.V., Humdinger International, LLC, Arclight Films International Pty Ltd (CAN 100 209 872), Bron Studios Inc., and Creative Wealth Media Finance Corp.
64. Writing Services Agreement, regarding “Into the Forest”, dated July 30, 2013, between SPD Productions, LLC, its assignees, licensees and designees, and Vos Productions, Ltd.
65. Option Purchase Agreement, regarding “House of Heroin” AKA “Muslim Mafia”, dated December 4, 2017, between First Look Productions, Inc. and Bron Studios, Inc. on the one hand, and Haroon Ullah on the other hand.
66. Amendment to Option Agreement, regarding “House of Heroin”, dated April 2, 2021, between Haroon Ullah on the one hand, and First Look Productions, Inc. and Bron Studios, Inc. on the other hand.
67. Notice of Option Extension, regarding “House of Heroin” AKA “Muslim Mafia”, dated June 7, 2021, between First Look Productions, Inc. and Bron Studios, Inc. on the one hand, and Haroon Ullah on the other hand.
68. Letter Agreement regarding NBA dated January 8, 2021, between Endgame Entertainment Company, LLC, Film 45, LLC, BRON Studios Inc., and the NBA Development League.

BRON Studios Inc. & BRON Studios USA Inc.

69. Product Declaration, regarding Queen and Slim, dated August 26, 2020, between Bron Studios Inc., Bron Studios USA Inc., and Bron Studios UK Ltd.

BRON Studios USA Inc.

70. Collection Account Management Agreement, dated 21 September, 2018, regarding Master Cleanse, between Freeway Cam B.V., Stichting Freeway Custody, Master Cleans, LLC, XYZ Films, LLC, Creative Wealth Media Finance Corp., BRON Studios USA, Inc., Alcide Bava Pictures Inc., and SAG-AFTRA.

71. Collection Account Management Agreement, dated March 25, 2019, regarding Assassination Nation, between Erostratus LA, LLC, Erostratus, LLC., BRON Studios USA Inc., Creative Wealth Media Finance Corp., Foxtail Entertainment, LLC, David the King, LLC, AXQG Corp., Three Point Capital, LLC, Phantom Four Productions, LLC, The Reasonable Bunch, Inc, William Morris Endeavor Entertainment, LLC, SAG-AFTRA, Writer's Guild of America, West, Inc., and Directors Guild of America Inc.
72. Collection Account Management Agreement, dated April 8, 2015, regarding Driftless Area, between Fintage Collection Account Management B.V., Bron Studios USA, Inc., Driftless Area LLC, Unified Pictures, Inc., Radiant Films International, LLC, Creative Wealth Media Finance Corp., SAG-AFTRA, and Mutressa Movies LLC.
73. Collection Account Management Agreement, regarding Tumbledown, dated July 18, 2014, between Fintage Collection Account Management B.V., Bron Studios USA, Inc., Tumbledown, LLC, Sierra/Affinity, LLC, Creative Wealth Media Finance Corp., Corner Piece Capital, LLC, Rebecca Hall, LLC, Ruby's Tuna, Inc., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc., Creative Artists Agency, Indigo Productions Inc., Grand Slam Investments Inc., Scott Byberg.
74. Binding Term Sheet, regarding Mad Solar, dated October 28, 2020, between Lake Effect Productions LLC, Scott Mescudi, Dennis Cummings and BRON Studios USA Inc., and any limited liability company agreement to which BRON Studios USA Inc. is a party related thereto.
75. Loan Agreement, regarding Blackhand, dated July 1, 2020, between BRON Studios USA Inc. and Blackhand Pictures LLC.
76. Limited Liability Company Agreement, dated July 1, 2020, between Blackhand Pictures LLC and BRON Studios USA Inc.
77. Little Lamb Agreement, dated December 6, 2021, between Bron Studios USA Inc. and Little Lamb Productions, Inc.
78. Common Stock Subscription Agreement, dated January 2022, between Little Lamb Productions, Inc. and BRON Studios USA Inc.
79. Certificate of Liability Insurance, dated June 2, 2021, between Front Row Insurance Brokers, LLC, Bron Media Holdings Intl. Corp, Bron Studios USA Inc, BRON Studios UK Ltd, CMA Series Holdings UK Ltd, CMA Productions UK Ltd, and BRON Releasing UK Ltd.
80. Certificate of Insurance, dated April 22, 2019, between Bron Studios Inc., BRON Holdings USA, Inc., Shadowplay Series Holdings UK Limited, Film United s.r.o. and Chubb Insurance Company of Canada, with Additional Insured Creative Wealth Media Equity Fund I LP.
81. Insurance – Confirmation of Binding, dated April 23, 2019.
82. Initial Limited Liability Company Operating Agreement for BRON Pictures Holdings, LLC, dated May 22, 2019, between BRON Studios USA Inc. and Blac USA Inc.
83. Collection and Account Management Agreement re: "Villains" dated December 4, 2019 between Freeway Cam B.V., Stitching Freeway Custody, Villains, LLC c/o BRON Studios, and Villains

Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.

84. Collection Account Management Agreement, regarding Meadowland, dated June 16, 2015, among Fintage Collection Account Management B.V., Meadowland Production Services, Inc., Meadowland Movie, LLC, K5 Media Group GmbH, William Morris Endeavor Entertainment LLC, The Gersh Agency, Creative Wealth Media Finance Corp., BRON Studios USA, Inc., Three Point Capital, LLC, Laleslig Films, LLC, Itaca Films S DE R.L. DE C.V., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc. for itself and on behalf of the Writers Guild of America, East, Inc. and Gray Krauss Stratford Sandler Des Rochers LLP.
85. Bridge Loan Agreement, dated March 28, 2014, between BRON Studios USA Inc. and Tumbledown, LLC.

BRON Studios USA, Inc. & Brown Amy, LLC

86. Collection Account Management Agreement, regarding Beatriz at Dinner, dated June 22, 2017, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, each a Party, including Brown Amy, LLC, BRON Studios USA, Inc., Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Killer Content, Inc, Film Finances, Inc., Lewis M. Hendler, Sierra/Affinity LLC, Carmina Productions, William Morris Endeavor Entertainment, Creative Artists Agency, United Talent Agency, SAG-AFTRA, Writers Guild of America, West, Inc., and Directors Guild of America Inc.

BRON Studios USA, Inc. & Lucite Desk, LLC

87. Quitclaim Agreement, regarding Fair and Balanced, dated October 9, 2018, between Annapurna Productions, LLC, BRON Studios USA, Inc., and Lucite Desk LLC (provided that, the membership units in Lucite Desk LLC shall not constitute a Purchased Asset).
88. Collection Account Management Agreement, dated July 15, 2020, regarding Bombshell, between Freeway Cam B.B., Stichting Freeway Custody, Lucite Desk, LLC, BRON Studios USA Inc., Creative Wealth Media Finance Corp, Creative Wealth Media Lending LP 2016, Cast & Crew Financial Services, LLC, and Annapurna Productions, LLC.

BRON Studios USA, Inc. & Harry Haft Productions, Inc.

89. Collection and Account Management Agreement regarding "The Survivor" AKA "Harry Haft" dated May 10, 2021 between Freeway Cam B.V., Stichting Freeway Custody, Heavyweight Holdings, LLC, Harry Haft Productions, Inc., BRON Studios USA, Inc., Creative Wealth Media Equity Fund I LP, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP, 2016, Three Point Capital, LLC, New Mandate Films, LLC, Endeavour Content JB International, LLC, Endeavour Content, LLC, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writers Guild of America, West, Inc.

BRON Studios USA Inc. & Welcome to Me, LLC

90. Collection Account Management Agreement, regarding Welcome to Me, dated May 21, 2013, between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo

Entertainment, LLC, Media House Capital (Canada) Corp., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writer's Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East, Inc., Gary Sanchez Productions, LLC, Bron Studios USA, Inc., United Talent Agency, William Morris Endeavour Entertainment LLC.

91. Amendment to Collection Account Management Agreement, regarding Welcome to me, between Fintage between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Gary Sanchez Productions, LLC, and BRON Studios USA, Inc.
92. Second Amendment to the Collection Account Management Agreement, regarding Welcome to Me, dated May 31, 2018, between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writer's Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East, Inc., Gary Sanchez Productions, LLC, Bron Studios USA, Inc., United Talent Agency, William Morris Endeavour Entertainment LLC.

BRON Studios USA Developments Inc. & Needle In A Timestack, LLC

93. Assignment Agreement, dated June 13, 2018, regarding Needle in a Timestack, dated June 13, 2018, between BRON Studios USA Developments Inc. and Needle in a Timestack, LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Screenplay Purchase Agreement dated as of May 1, 2018, and Quitclaim Agreement dated as of May 3, 2018, each entered into by BRON Studios USA Developments Inc.

BRON Ventures 1 LLC

94. Convertible Promissory Note, dated September 30, 2019, between NOW//with Ventures LLC and BRON Ventures 1 LLC.
95. Note Purchase Agreement, dated July 31, 2019, between NOW//with Ventures LLC, and any successor entity thereto pursuant to any corporate reorganization, and the persons and entities whose name appear on the signature pages hereto, including BRON Ventures 1 LLC.
96. Securities Purchase Agreement, dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.
97. Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.
98. Subscription Agreement, dated May 2, 2019, between PictureStart LLC and the undersigned purchaser, BRON Ventures 1 LLC.

BRON Ventures 1 (Canada) Corp.

99. Investment Agreement, dated September 26, 2018, between Epic Story Media Inc. and BRON Ventures 1 (Canada) Corp.

100. Promissory Note, dated September 26, 2018, between Epic Story Media Inc. and Bron Ventures 1 (Canada) Corp.
101. Shareholders' Agreement, dated September 26, 2018, between Epic Story Media Inc., Epic Story Investments Inc., and Bron Ventures 1 (Canada) Corp.

Brown Amy, LLC

102. Option Agreement regarding Beatriz at Dinner, dated July 18, 2016, between Go Mike Go, Inc. and Brown Amy LLC.
103. Option Exercise Letter, regarding Beatriz at Dinner, dated July 29, 2016, between GO Mike Go and Brown Amy LLC, whereby Brown Amy elects to exercise the Option under the Option Agreement dated July 18, 2016.
104. Non-Theatrical Distribution Agreement regarding Beatriz at Dinner, dated May 12, 2017, between Entertainment In Motion Inc. and Brown Amy LLC by its exclusive agent, Sierra/Affinity, LLC.
105. Distribution Agreement regarding Beatriz at Dinner, dated May 10, 2017, between Buena Vista International, Inc. and Brown Amy LLC.
106. License Agreement regarding Beatriz at Dinner, dated March 1, 2017, between Brown Amy LLC, and Myndform EHF.
107. License Agreement regarding Beatriz at Dinner, dated April 4, 2017, between Brown Amy LLC and Eagle Films Middle East LLC.
108. License Agreement regarding Beatriz at Dinner, dated June 6, 2017, between Brown Amy LLC, and MVP VIVA (FZC).
109. Motion Picture Distribution Agreement, regarding Beatriz at Dinner, dated January 27, 2017 between Brown Amy, LLC, and Roadside Attractions LLC and Filmnation Features, LLC.
110. License Agreement regarding Beatriz at Dinner, dated March 8, 2017, between Brown Amy LLC, and Ster-Kinekor Entertainment, a division of Primedia Pty Ltd.
111. License Agreement regarding Beatriz at Dinner, dated February 22, 2017, between Brown Amy LLC, and Fabula Medya A.S.
112. License Agreement regarding Beatriz at Dinner, dated April 24, 2017, between Brown Amy LLC, and CDC International SARL.

Drunk Parents, LLC

113. Collection Account Management Agreement, dated December 14, 2016, between Freeway CAM B.V.; Stichting Freeway Custody; Drunk Parents, LLC; Drunk Parents Productions Inc.; Drunk Parents Production Services, Inc.; Fortitude International, Inc.; Creative Wealth Media Finance Corp; Three Point Capital, LLC; Screen Actors Guild – American Federation of Television and Radio Artists; Writers Guild of America, West, Inc.; Directors Guild of America Inc.; Film Finances, Inc.; Turk Bev Productions, Inc. FSO Alec Baldwin; Dos Lunas, Inc. FSO Salma Hayek.

- 114. Letter and Standard Terms of the non-theatrical agreement, dated January 3, 2019, between Drunk Parents, LLC and Terry Steiner International, Inc. with respect to the pictures and/or television programmes specified in Exhibit A.
- 115. Settlement Agreement, dated May 14, 2019 between Kino Swiat Sp. Z.o.o. and Fortitude International, Inc. as sales agent for Drunk Parents, LLC and as successor in interest to Cinephil France S.A.S.
- 116. Content Acquisition Agreement, dated July 3, 2019, between Universal Pictures Visual Programming Limited and Drunk Parents, LLC.
- 117. Distribution Agreement, dated December 18, 2018, between Drunk Parents, LLC and Vertical Entertainment, LLC and all its successors, assignees, licensees and/or sublicensees.
- 118. Sales Agency Agreement, dated December 1, 2015, between Drunk Parents, LLC, and Fortitude International, Inc.

Fables Holdings USA, LLC

- 119. Assignment and Assumption Agreement, regarding Fables, dated May 1, 2020, between Little Lamb Productions, Inc., and Fables Holdings USA, LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Writing Agreement between Little Lamb Productions, Inc. and Kyra Noonan dated April 28, 2020, and all other writing/consulting/development agreements in connection with the audiovisual project titled “Fables” entered into by Little Lamb Productions, Inc.

Fables Holdings USA, LLC & BRON Releasing USA Inc.

- 120. Sales Agent Agreement, regarding Fables, dated April 17, 2020, between Fables Holdings USA, LLC and BRON Releasing USA Inc.

Fonzo, LLC

- 121. Payment Agreement regarding Capone, dated July 9, 2020, between Roadshow Films Pty Ltd. and Fonzo LLC, and Comerica Bank, regarding the Distribution Agreement dated May 5, 2020 between Fonzo, LLC and Roadshow Films Pty Ltd.
- 122. License Agreement regarding Capone, dated May 16, 2017, between Jellyfish Bloom, LLC, Fonzo LLC, and Garsu Pasauloi Irasai.
- 123. License Agreement regarding Capone, dated May 14, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and The Searchers NV.
- 124. License Agreement regarding Fonzo, dated April 16, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and UCFTI, Inc.
- 125. License Agreement regarding Capone, dated June 8, 2020 between Endeavour Content JB, LLC (f/k/a Jellyfish Bloom, LLC), Fonzo LLC, and Blitz d.o.o.
- 126. Master Film License Agreement regarding Fonzo, dated January 30, 2017, between Fonzo LLC and Freeway Entertainment Kft. with Exhibits 3, 4, and 6.

127. International Multiple Rights Distribution Agreement regarding Capone, dated May 7, 2020, between Fonzo, LLC and Leonine Licensing AG.
128. License Agreement regarding Capone, dated December 16, 2021, between William Morris Endeavour Entertainment, LLC, Fonzo, LLC, and ADS Services KFT.
129. License Agreement regarding Fonzo, dated March 16, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and SENA.
130. License Agreement regarding Fonzo, dated February 24, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and PT Prima Cinema Mutimedia.
131. Distribution Agreement regarding Capone, dated December 1, 2021, between Fonzo LLC, and America Video Films S.A.
132. License Agreement regarding Fonzo, dated February 14, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and Selim Ramia & Co.
133. License Agreement regarding Capone, dated May 18, 2020, between Endeavour Content JB, LLC (f/k/a Jellyfish Bloom, LLC), Fonzo, LLC, and Monolith Films SP Z.O.O.
134. Assignment of Sub-License Agreements, dated February 8, 2021, between Fonzo, LLC and Kristola Film & TV (UK) Limited.
135. Master Film License Agreement, regarding Fonzo, dated January 30, 2017, between Fonzo, LLC and Kristola Film & TV (UK) Limited, with Exhibits 1 and 2.
136. License Agreement regarding Fonzo, dated September 18, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Disenire Ltd.
137. Amendment No. 2 to License Agreement regarding Capone, dated July 30, 2020, between Endeavour Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and Disenire Ltd.
138. License Agreement regarding Fonzo, dated February 21, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and Star Media Entertainment.
139. Amendment No. 1 to License Agreement regarding Fonzo, dated July 13, 2020, between Endeavour Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and Star Media Entertainment.
140. License Agreement regarding Fonzo, dated January 16, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Fox Networks Group Asia Pacific Limited.
141. License Agreement regarding Fonzo, dated February 25, 2019, between Jellyfish Bloom, LLC, Fonzo, LLC, and Empire Entertainment, a Tiso Blackstar Group Brand (f/k/a Times Media Films A Division of Times Media (Pty) Limited).
142. License Agreement regarding Capone, dated January 22, 2021, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and Comunidad Filmin SL.

143. License Agreement regarding Fonzo, dated December 11, 2017, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and Elite Film AG.
144. License Agreement regarding Fonzo, dated March 1, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and TME Icerik Produksiyon A.S.
145. Amendment to License Agreement regarding Fonzo, dated August 20, 2020, between Endeavor Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and TME Icerik Produksiyon A.S
146. License Agreement dated January 9, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Entertainment Film Distributors Ltd.
147. Quitclaim Agreement, regarding Fonzo, dated January 16, 2018, between Fonzo, LLC and its assignees and/or successors in interest, and AI Film Entertainment and its assignees and/or successors, and Lawrence Bender Productions, Inc.

Fonzo, LLC & BRON Studios USA Developments Inc.

148. Assignment of Contracts Agreement, regarding Fonzo, dated February 8, 2018, between BRON Studios USA Developments Inc. and Fonzo, LLC.

Fonzo, LLC & Fonzo Production Services, Inc. & BRON Studios USA, Inc.

149. Collection Account Management Agreement, regarding “Fonzo” AKA “Capone”, dated January 21, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Fonzo, LLC, Fonzo Production Services, Inc., Bron Studios USA, Inc., Lawrence Bender Productions, Inc, Addictive Pictures, Inc., Endeavor Content JB, LLC AKA Jellyfish Bloom, LLC, Endeavor Content, LLC, Creative Wealth Media Lending LP 2016, Three Point Capital Louisiana, LLC, Blueberry Hill Films, Inc. F/S/O Joshua Trank, Little Black Doc, Inc. F/S/O Tom Hardy, SAG-AFTRA, Director’s Guild of America Inc., and Writers Guild of America, West, Inc.

Front Runner, LLC

150. Distribution Agreement regarding The Front Runner, dated May 17, 2018, between Sony Pictures Worldwide Acquisitions Inc. and Front Runner, LLC.

Gossamer Holdings USA, LLC

151. Marketplace Distribution Agreement, dated March 14, 2023, regarding Gossamer, between Epic Games Inc. and Gossamer Holdings USA, LLC.
152. Exhibit A.1 of the Marketplace Distribution Agreement, regarding Gossamer, dated March 14, 2023, between Gossamer Holdings USA, LLC and Epic Games Inc.

Green Moon Inc. & Bakhorma, LLC

153. Collection Account Management Agreement, regarding “Prospect”, dated June 22, 2018, between Freeway Cam B.V., Stichting Freeway Custody, Bakhorma, LLC, Green Moon Inc, The Realm Productions USA, LLC, Shep, LLC, Weitz Brothers Productions, Inc, Ground Control Entertainment, Inc., Creative Wealth Media Finance Corp., Film Finances Canada Ltd, William Morris Endeavor Entertainment LLC, and SAG-AFTRA.

Harmon Films, LLC

154. License Agreement, regarding “Monster”, dated August 11, 2021, between Kanopy Inc. and Harmon Films, LLC.
155. License Agreement, regarding “Monster”, dated September 22, 2020, between Netflix, Inc. and Harmon Films, LLC.
156. Sales Agent Agreement, regarding “Monster”, dated April 15, 2016, between William Morris Endeavor Entertainment, LLC and Harmon Films, LLC.
157. Writing Agreement, regarding “Monster”, dated June 5, 2013, between Tonik Productions, LLC and Heygood Images Productions, Inc.
158. Amendment to Writing Agreement, regarding “Monster”, dated February 10, 2017, between Tonik Productions, LLC and Heygood Images Productions, Inc., whereby Tonik shall assign all of its right, title, and interest, and all obligations and responsibilities under the Agreement, to Harmon Films, LLC.
159. Short Form Assignment, regarding “Monster”, dated August 23, 2016 between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.
160. Amendment to Short Form Assignment, regarding “Monster” AKA “All Rise”, dated June 20, 2019, between Tonik Productions, Inc. and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.
161. Short Form Assignment, regarding “Monster”, dated July 21, 2016 between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.
162. Amendment to Short Form Assignment, regarding “Monster”, dated June 20, 2019, between Tonik Productions, Inc. and Harmon Films, LLC, amending the Short Form Assignment dated July 21, 2016.
163. Amendment to Short Form Assignment, regarding “Monster”, dated October 17, 2016, between ToniK Productions, Inc. and Harmon Films, LLC, amending the Short Form Assignment dated July 21, 2016.
164. Polish Agreement, regarding “Monster”, dated April 27, 2016, between Harmon Films, LLC and Janece Shaffer.
165. Credit Amendment to Polish Agreement, regarding “Monster”, dated March 21, 2019, between Harmon Films, LLC and Janece Shaffer, amending the Polish Agreement, dated April 27, 2016.

Harmon Films, LLC & Harmon Monster Films, Inc.

166. Collection Account Management Agreement, regarding Monster, dated September 7, 2017, between Freeway Cam B.V., Stichting Freeway Custody, and Harmon Monster Films, LLC, Harmon Monster Films, Inc., Tonik Productions, LLC, William Morris Endeavor Entertainment,

LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Three Point Capital, LLC, Bron Studios USA Inc., DC Investing, LLC, Linnea Roberts, Charlevoix Entertainment, LLC, Capstone Credit, LLC, SAG-AFTRA, Directors Guild of America, and Gray Krause Stratgord Sandler Des Rochers LLP.

167. First Amendment to the Collection Account Management Agreement “Monster”, regarding “Monster”, dated December 16, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Harmon Films, LLC, Harmon Monster Films, Inc., Tonik Productions, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Three Point Capital, LLC, Bron Studios USA Inc., DC Investing, LLC, Linnea Roberts, Charlevoix Entertainment, LLC, Capstone Credit, LLC, SAG-AFTRA, and Directors Guild of America

Heavyweight Holdings, LLC

168. License Agreement, dated September 27, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Benelux Film Investments, B.V.
169. Amendment No. 1 to the License Agreement dated January 18, 2022 between Heavyweight Holdings, LLC, WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC f/k/a/ Jellyfish Bloom International, LLC) acting as Sales Agent on behalf of Licensor, and Benelux Film Investments B.V.
170. License Agreement, dated January 8, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Heavyweight Holdings, LLC, and Latvian Theatrical Distribution Ltd.
171. Short Form License Agreement-“Harry Haft”, dated October 3, 2019, between Heavyweight Holdings, LLC, and Elevation Pictures Corp., executed in accordance with and subject to the terms of the Distribution Agreement dated as of August 15, 2019 between Heavyweight Holdings, LLC and Elevation Pictures Corp.
172. License Agreement, dated May 19, 2022, between WME Legacy International, LC (f/k/a/ Endeavour Content International JB, LLC, Heavyweight Holdings, LLC, and Beijing Xiaoming Zhumeng Data Service Ltd.
173. License Agreement, dated October 3, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Sena.
174. License Agreement, dated October 1, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and PT Falcon.
175. Master Film License Agreement – “Harry Haft”, dated June 3, 2019 between Heavyweight Holdings, LLC and Freeway Entertainment Kft.
176. License Agreement, dated August 15, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Selim Ramia & Co.
177. License Agreement, dated November 21, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Focus Entity Capital LLP.

178. License Agreement, dated September 12, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Heavyweight Holdings, LLC, and Prorom Entertainment B.V.,
179. Amendment No. 1 to License Agreement, dated January 12, 2022, between Heavyweight Holdings, LLC, WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC), and Prorom Entertainment B.V.
180. Master License Agreement, dated January 19, 2022 between Heavyweight Holdings, LLC and Film & TV House Limited.
181. Distribution Agreement, dated April 12, 2022, between WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC), Heavyweight Holdings, LLC, and Sun Distribution Groups S.A.
182. License Agreement, dated August 11, 2022, between WME Legacy International, LLC (f/k/a Endeavour Content International JB, LLC), Heavyweight Holdings, LLC, and Empire Entertainment, a division of Arena Holdings (Pty) Ltd.
183. License Agreement dated October 6, 2021, between Heavyweight Holdings, LLC, BRON Studios and Home Box Office, Inc. on behalf of itself and WarnerMedia Direct, LLC.

I Am Pink Productions, LLC & BRON Releasing USA Inc.

184. Sales Agent Agreement, regarding Untitled Nicki Minaj Documentary Series, dated August 17, 2018, between I Am Pink Productions, LLC and BRON Releasing USA Inc.

Lucite Desk LLC

185. Assignment Agreement, regarding Untitled Charles Randolph Project, dated August 26, 2018, between Freddie Sportello, LLC and Lucite Desk LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Writer Agreement dated as of December 5, 2016 between Freddie Sportello, LLC and Prolefeed, Inc.
186. Co-Production and Distribution Agreement, regarding Bombshell, dated December 1, 2018, between Lucite Desk LLC and Lions Gate Films Inc.

Needle In A Timestack, LLC

187. Acquisition Agreement, regarding Needle in a Timestack, dated February 1, 2021, between Needle in a Timestack, LLC and Lions Gate Films Inc.
188. Amendment No. 1 to Acquisition Agreement, regarding Needle in a Timestack, dated March 4, 2021 between Lions Gate Films Inc. and Needs in a Timestack, LLC.
189. Amendment No. 2 to Acquisition Agreement, regarding Needle in a Timestack, dated April 7, 2021 between Lions Gate Films Inc. and Needle in a Timestack.
190. Amendment No. 3 to Acquisition Agreement, regarding Needle in a Time stack, dated June 30, 2021, between Lions Gate Films Inc. and Needle in a Timestack, LLC.

191. Literary Material Option/Purchase Agreement, regarding Needle in a Timestack, dated January 26, 2015, between Miramax Development, LLC and Agberg, LTD.
192. Literary Option Agreement, regarding Needle in a Timestack, dated March 1, 2018, between Startling Inc., Agberg, Ltd., and Robert Silverberg.
193. Assignment Agreement, regarding Needle in a Timestack, dated May 3, 2018, between Startling, Inc. and Needle in a Timestack, LLC.

Oakland Pictures Holdings, LLC

194. The agreement between Oakland Pictures Holdings, LLC and The Town Media, LLC in respect of Once Upon a Time in Oakland as well as the Sales Agency Agreement between Oakland Pictures Holdings, LLC and BRON Releasing USA Inc to the extent either can be located.

October Series Holdings, LLC

195. Acquisition Agreement – Principle Terms, regarding “Reggie”, dated June 17, 2022 between Amazon Alternative LLC and October Series Holdings, LLC.

Para Productions, LLC

196. Deal Memorandum, regarding Parallel, dated December 17, 2021, between Para Productions LLC and Capelight Pictures OHG.
197. Deal Memorandum, regarding Parallel, regarding Parallel, between Para Productions LLC and Front Row.
198. Deal Memorandum, regarding Parallel, dated November 15, 2022, between Para Productions LLC and You Planet Pictures.
199. Distribution Agreement, regarding Parallel, dated October 12, 2020, between Para Productions, LLC and Vertical Entertainment, LLC.
200. Deal Memorandum, regarding Parallel, between Para Productions LLC and M2 Films.
201. Deal Memorandum, regarding Parallel, dated January 22, 2021, between Para Productions LLC and 101 Films Limited.
202. Deal Memorandum, regarding Parallel, dated June 2022, between Para Productions LLC and Nonstop Entertainment AB.
203. Deal Memorandum, regarding Parallel, dated April 7, 2021, between Para Productions LLC and Program Store.
204. Deal Memorandum, regarding Parallel, between Para Productions LLC and Entermode Corp.

Robin Hood Digital USA, LLC

205. Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.

Surrounded Holdings USA LLC

206. Acquisition - Distribution Term Sheet, regarding Surrounded, dated February 16, 2021, between Metro-Goldwyn-Mayer Pictures Inc., Surrounded Holdings USA, LLC, and BRON Studios USA, Inc.

Tully Productions, LLC

207. Sales Agent Agreement, regarding Tully, dated May 4, 2017, between William Morris Endeavor Entertainment, LLC and Tully Productions, LLC.
208. Option and Purchase Agreement, regarding Tully, dated June 26, 2016, between Tully Productions, LLC and Brook Maurio, pka Diablo Cody.
209. Collection Account Management Agreement, regarding Tully, dated January 5, 2018, between Freeway Cam B.V. Stichting Freeway Custody, Tully Productions BC Inc., Tully Productions, LLC, Watch Out For Bears Productions Inc, D&D Filmed Productions, Inc., Sierra/Affinity, LLC, William Morris Endeavor Entertainment, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Comerica Bank, National Bank of Canada, Film Finances Canada Ltd, Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc., Directors Guild of America Inc, and Three Point Capital, LLC.
210. Exclusive Territorial Distribution Agreement, regarding Tully, dated July 27, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Studiocanal PTY Limited.
211. License Agreement, regarding Tully, dated June 10, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and The Searchers.
212. License Agreement, regarding Tully, dated October 16, 2017, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Vertical Distribution Limited.
213. License Agreement, regarding Tully, dated May 12, 2017, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Paradise Film Distribution Company.
214. Distribution Agreement, regarding Tully, dated June 12, 2017, between Tully Productions, LLC and Focus Features LLC.
215. License Agreement, regarding Tully, dated September 14, 2016, between Tully Productions LLC and E Stars Films LTD.
216. License Agreement, regarding Tully, dated August 17, 2016, between Tully Productions LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and PT ATHALI SUKSES MAKMUR.

- 217. License Agreement, regarding Tully, dated June 1, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Sun Distribution Group S.A.
- 218. License Agreement, regarding Tully, dated August 23, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and MVP VIVA (FZC).
- 219. License Agreement, regarding Tully, dated August 16, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Scanbox Entertainment Film Rights APS.
- 220. License Agreement, regarding Tully, dated November 29, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and M Pictures Co., LTD.
- 221. License Agreement, regarding Tully, dated August 18, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Tanweer Films FZ, LLC.
- 222. License Agreement, regarding Tully, dated July 11, 2017, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Soundspace International LTD.

TWWMD Holdings, LLC

- 223. Assignment, regarding “Those Who Wish Me Dead”, dated June 6, 2019, between TWWMD Holdings, LLC and New Line Productions, Inc.
- 224. Purchase and Distribution Agreement, regarding “Those Who Wish Me Dead”, dated May 16, 2019, between TWWMD Holdings, LLC and New Line Productions, Inc.
- 225. Quitclaim Agreement, regarding “Those Who Wish Me Dead”, dated May 1, 2019, between New Line Productions, Inc. and TWWMD Holdings, LLC.
- 226. Option Agreement, regarding “Those Who Wish Me Dead”, dated April 5, 2019 between Michael Koryta and TWWMD Holdings, LLC.

TWWMD Holdings, LLC & BRON Studios USA, Inc.

- 227. Amendment No. 1 to Purchase and Distribution Agreement, regarding “Those Who Wish Me Dead”, dated February 1, 2021, among TWWMD Holdings, LLC, New Line Productions, Inc., and Bron Studios USA, Inc.

Villains Pictures, LLC

- 228. Non-Theatrical Rights Distribution Agreement, regarding Villains, dated August 2, 2019, between Villains Pictures, LLC and Terry Steiner International, Inc.
- 229. Distribution Agreement, regarding Villains, dated August 15, 2019, between Gunpowder & Sky Distribution, LLC and Villains Pictures, LLC.
- 230. Distribution Agreement, regarding Villains, dated August 6, 2019, between Sony Pictures Worldwide Acquisitions Inc. and Villains Pictures, LLC.

Villains Productions Services, Inc.

231. Collection Account Management Agreement, regarding "Villains", dated December 4, 2019, between Freeway Cam B.V., Stitching Freeway Custody, Villains, LLC c/o BRON Studios, and Villains Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.

Welcome to Me, LLC

232. Acquisition Agreement, regarding Welcome to Me, dated May 1, 2015, effective as of September 7, 2014, between Our Alchemy, LLC and Welcome to Me, LLC.
233. Amendment No. 1 to Acquisition Agreement, dated July 25, 2018, between Our Alchemy, LLC and Welcome to Me, LLC.
234. License Agreement, regarding Welcome to Me, dated April 30, 2015, between Universal City Studios Productions LLLP, Cargo Entertainment, LLC, and Welcome to Me, LLC.
235. Screenplay Option Purchase Agreement, regarding Welcome to Me, dated June 21, 2013, between Welcome to Me, LLC, a WGA Signatory and Eliot Laurence.
236. Sales Agency Agreement, regarding Welcome to Me, dated May 21, 2013, between Cargo Entertainment, LLC and Welcome to Me, LLC.
237. Producer Representation Agreement, regarding Welcome to Me, dated June 17, 2013, between United Talent Agency, Inc. and Welcome to Me, LLC.

SCHEDULE “C”

PURCHASED ASSETS

All of the Vendors’ and, to the extent applicable pursuant to Section 9.1, all of the Vendor Controlled Subsidiaries’, right, title, benefit and interest in, in to and under:

1. all cash on hand, cash equivalents, bank or other deposits (including security deposits), prepaid expenses, prepayments, deferred assets, refunds, credits or overpayments;
2. all Books and Records;
3. all tangible and intangible personal property, including all furniture, fixtures, equipment, marketing materials, merchandise and other personal property;
4. all Projects, all versions and/or episodes thereof in any and all stages of development, production and/or post-production, all rights throughout the world therein and thereto, and all properties and things of value pertaining to such Projects, including all rights of every kind and nature in and to the literary or other works and/or other rights upon which any Project is or may be based; all marketing and promotional materials in any and all media respecting such Projects; all works prepared in connection with the exercise of any of the collateral, derivative, allied, ancillary and subsidiary rights respecting such Projects; all results and proceeds of any employee, independent contractor or other third party providing services in connection with such Projects (including, without limitation, all writers, directors, cast, producers, directors of photography, editors and/or other creative, artistic or technical staff); all physical and/or digital properties or assets of every kind and nature in any and all media relating to such Projects (including, all equipment and materials necessary to provide development, pre-production, production, post-production and/or graphic design services, digital art, graphics, images, text, cryptocurrencies, utility tokens, security tokens, non-fungible tokens (NFTs), virtual and blockchain-based assets, digital stocks and digital collectables and features); all rights to perform, copy, record, re-record, produce, reproduce and/or synchronize any or all audio, music and musical compositions created for, used in or to be used in connection with such Projects; all Books and Records respecting such Projects; and all copyrights (including any renewal rights), moral rights, urls, and trademarks related thereto, and all exploitation, collateral, derivative, allied, ancillary and subsidiary rights related to all of the foregoing and the right to receive and retain all revenues respecting or derived from all of the foregoing;
5. all rights in and to any musical compositions and/or sound recordings whether used on Projects or otherwise;
6. all Accounts Receivable;
7. all of the Assumed Contracts, provided that such benefit shall not be sold, transferred and assigned until the relevant Assumed Contract becomes an Assumed Contract in accordance with Article 2;
8. all Intellectual Property owned or licensed by the Vendors;
9. the proceeds of any and all refunds, credits and/or other benefits that may be due to the Vendors from Canada Revenue Agency, from any provincial tax authorities or any equivalent authorities at any level of government in any other jurisdictions in which the Vendors operate except for any tax rebate proceeds assigned by Fables Productions BC Inc. and Gossamer Productions BC Inc. to Three Point Capital Holdings LLC;

10. to the extent transferrable, all orders, Authorizations, approvals, licenses or permits of any Governmental Authority, owned, held or used by the Vendors;
11. all claims, actions, causes of action, indemnities, warranties, guarantees, rights of recovery, rights of set-off and rights of recoupment of the Vendors;
12. all proceeds payable to the Vendors under any policies of insurance to the extent such policies relate to any Purchased Asset or any of the Assumed Liabilities;
13. all customer guarantees, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations;
14. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities: Media Res Studio LLC; Picturestart, LLC; Emjag Productions, Inc.; NOW//with Ventures LLC; and VideoShop;
15. all of the issued and outstanding shares, equity securities or membership interests or units, in the capital of Epic Story Media Inc., including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities;
16. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities: Mad Solar Productions, LLC; Blackhand Pictures, LLC; and Little Lamb Productions, Inc.;
17. all of the issued and outstanding shares in the capital, equity securities or membership interests or units of Subnation Media Inc., including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities;
18. all partnership interests or units of Hercules-Bron Creative Partnership, including rights, agreements or commitments that are convertible into or exchangeable for such partnership interests or units;
19. all Warranties;
20. all Transferred Permits;
21. all software, firmware, middleware, computer programs, applications, interfaces, tools, operating systems, software code of any nature, (including all object code, source code, interpreted code, data files, rules, definitions and methodology derived from the foregoing), together with all processes, technical data, build scripts, test scripts, script and animation data, algorithms, APIs, subroutines, techniques, operating procedures, screens, user interfaces, report formats, development tools, templates, menus, buttons, icons and user interfaces, and any derivations, updates, enhancements and customization of any of the foregoing, electronic data, databases and data collections, computer hardware, equipment, licenses, and documentation therefor and rights therein used in respect of the other Purchased Assets, and any other information technology systems, resources and information,

owned by the Vendors and used in respect of the Purchased Assets, including all electronic data processing systems, programs, specifications, networks, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, technical manuals, training manuals, programming comments, other work products used to design, plan, organize and develop any of the foregoing, and other related material; and

22. without limiting the generality of the foregoing, all of the following Contracts: License Agreement, regarding Drunk Parents, dated November 7, 2018 between Roadshow Films PTY Ltd. and Fortitude International, Inc. (on behalf of Drunk Parents, LLC); International Distribution License Agreement, regarding Drunk Parents, dated February 1, 2016 between Fortitude International Inc. (on behalf of Drunk Parents, LLC) and Benelux Film Investments B.V.; International Distribution License Agreement, regarding Drunk Parents, dated February 28, 2019 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and VVS Films; International Distribution License Agreement, regarding Drunk Parents, dated December 15, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and Focus Entity Capital LLP; Amendment to Distribution Agreement, regarding Drunk Parents, dated January 13, 2018 between Fortitude International Inc. (on behalf of Drunk Parents, LLC) and Focus Entity Capital LLP; International Distribution License Agreement, regarding Drunk Parents, dated January 29, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and JIL Kft; International Distribution License Agreement, regarding Drunk Parents, dated January 22, 2016 between Krisolta Film & TV (UK) Limited and Tanweer Alliances S.A.; International Distribution License Agreement, regarding Drunk Parents, dated December 15, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and SamFilm; International Distribution License Agreement, regarding Drunk Parents, dated November 16, 2015 between Freeway Entertainment Kft. and Impossible Films Pvt. LTD; International Distribution License Agreement, regarding Drunk Parents, dated November 13, 2015 between Fortitude International Inc. and Prima Cinema Multimedia; International Distribution License Agreement, regarding Drunk Parents, dated November 13, 2015 between Fortitude International Inc. and United Champs Assets; International Distribution License Agreement, regarding Drunk Parents, dated June 1, 2016 between Freeway Entertainment Kft. and United King Films Ltd.; International Distribution License Agreement, regarding Drunk Parents, dated November 8, 2015 between Fortitude International Inc. and Falcon Films International (Off-Shore); Amendment II to Distribution Agreement, regarding Drunk Parents, dated January 13, 2018 between Fortitude International Inc. and Falcon Films International (Off-Shore); International Distribution License Agreement, regarding Drunk Parents, dated November 24, 2015 between Fortitude International Inc. and OctoArts Films; International Distribution License Agreement, regarding Drunk Parents, dated January 26, 2016 between Cinephil France S.A.S. and Kino Swiat Ps. Z.o.o; Settlement Agreement, regarding Drunk Parents, dated May 14, 2019 between Kino Swiat Sp. Z.o.o and Fortitude International. Inc. (as sales agent for Drunk Parents, LLC, and as successor in interest to Cinephil France S.A.S.); International Distribution License Agreement, regarding Drunk Parents, dated November 16, 2015 between Krisolta Film & TV (UK) Limited and NOS Lusomundo Audiovisuais, SA; International Distribution License Agreement, regarding Drunk Parents, dated November 8, 2015 between Fortitude International Inc. and FILMDOM MEDIA; International Distribution License Agreement, regarding Drunk Parents, dated March 2, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and Soundspace International Limited; Distribution License Agreement, regarding Welcome to Me, dated July 10, 2013, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Modus Vivendi Inc. in the care and control of its European Agent, Pueblo Film AG; Distribution License Agreement, regarding Welcome to Me, dated July 10, 2013, between Cargo Entertainment, LLC, (as an agent for Welcome to Me), LLC and SAM Film; Distribution License Agreement, regarding Welcome to Me, dated June 11, 2013,

between GEM Entertainment Kft. And Forum Film Ltd; Deal Memorandum, regarding Welcome to Me, between GEM Entertainment Kft. and Leone Film Group; Deal Memorandum, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Phoenicia Pictures International; Distribution License Agreement, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Aqua Group, Inc.; Distribution License Agreement, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Vertigo Releasing Limited; and Distribution Agreement, regarding Welcome to Me, dated July 29, 2013, between D Films Corporation and Cargo Entertainment/Welcome to Me, LLC

SCHEDULE "D"
APPROVAL AND VESTING ORDER

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED AND THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990,
c. B.16, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BRON MEDIA CORP. AND THE ENTITIES LISTED AT **SCHEDULE "A"**

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE

JUSTICE GOMERY

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November 7, 2023

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 7th day of November, 2023; AND ON HEARING Asim Iqbal and [●], counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**") and the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated [●]; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated October 24, 2023 among the Vendors and Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd. (in such capacity, the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**").

2. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement is commercially reasonable and is hereby approved, with such minor amendments as the Petitioners may deem necessary with the consent of the Purchaser and the Monitor. The execution of the Sale Agreement by the Vendors is hereby authorized, ratified, and approved and the Vendors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser and any Permitted Assignee of the Purchased Assets.
3. This Order shall constitute the only authorization required by the Vendors to proceed with the Transaction and no shareholder or other approvals shall be required in connection therewith.
4. The Monitor is hereby authorized to take such additional steps in furtherance of its responsibilities under the Sale Agreement and this Order and shall not incur any liability in taking such steps.

APPROVAL AND VESTING

5. Upon the filing with this Court of the Monitor's Certificate substantially in the form attached hereto as **Schedule "D"** (the "**Monitor's Certificate**"), all of the Vendors' right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser and any Permitted Assignee in fee simple, free and clear of and from any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), actions, judgements, Transfer Restrictions, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or any other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by any Order of this Court in the Petitioners' CCAA proceeding commenced on July 19, 2023 (this "**CCAA Proceeding**");
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Uniform Commercial Code* (United States), the *Personal Property Security Act* of British Columbia, the *Personal Property Security Act* of Ontario or any other personal property registry system;
 - (c) all claims in respect of, or relating to, any Taxes owing by the Petitioners as at the Closing Date or any Taxes assessed or that could be assessed in respect of the Petitioners or their business, property and assets; and
 - (d) any other restrictions which may be applicable to the Purchased Assets,

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed in **Schedule "E"** hereto (the "**Permitted Encumbrances**")), and, for greater certainty, all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. The Monitor may rely on written notice from the Vendors and the Purchaser regarding the fulfilment of the conditions to Closing under the Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.
7. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall stand in the place and stead of the Purchased Assets and, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale. For greater certainty, "**Net Proceeds**" shall not include any receipts that are subject to a collection account management agreement to which any of the Vendors are a party.
8. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, or any other personal privacy legislation of another province where applicable to the Petitioners, the Petitioners are hereby authorized and permitted to disclose and transfer to the Purchaser and any Permitted Assignee all human resources and payroll information in the company's records pertaining to the Petitioners' past and current employees. The Purchaser and any Permitted Assignee shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner, which is in all material respects identical to the prior use of such information, by the Petitioners.
9. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Vendors to the Purchaser and any Permitted Assignee at the Closing Time, subject to the Permitted Encumbrances.
10. The Vendors, with the consent of the Purchaser and the Monitor, shall be at liberty to extend the Closing Date to such later date according to the Sale Agreement without the necessity of a further Order of this Court.
11. Notwithstanding:
 - (a) this CCAA Proceeding or the termination thereof;
 - (b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the vesting of the Purchased Assets in the Purchaser and/or any Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction

outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ASSUMED CONTRACTS

12. Except as expressly contemplated in the Sale Agreement and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the Assumed Contract), all Assumed Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and completion of the Transaction, and no Person who is a party to an Assumed Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:
 - (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Petitioners or any of their affiliates);
 - (b) the insolvency of the Petitioners or any of their affiliates, or the fact that the Petitioners or any affiliate of the Petitioners sought or obtained relief under the CCAA or any of the Petitioners or any of their affiliates sought or obtained any relief under Chapter 15 of Title 11 of the United States Code U.S.C., §§ 101 – 1532 (the "**Bankruptcy Code**") or the Insolvency Act 1986 (c 45) (the "**UK Insolvency Act**");
 - (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Sale Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA Proceeding, any Order of the U.S. Court under the Bankruptcy Code, or any Order under the UK Insolvency Act in respect of any of the Petitioners or any of their affiliates; or
 - (d) any transfer or assignment, or any change of control arising from the Sale Agreement or the Transaction or the provisions of this Order.
13. As of the Closing Time and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the applicable Assumed Contract), all Persons shall be deemed to have waived any and all defaults of the Petitioners then existing or previously committed by the Petitioners, or caused by the Petitioners, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Petitioners, the filing by the Petitioners under the CCAA, the Sale Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 12 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.

14. From and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchaser and/or any Permitted Assignee relating in any way to the Excluded Assets, Excluded Liabilities, Excluded Contracts, any Encumbrances (other than Permitted Encumbrances), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

GENERAL

15. This Court requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, the United Kingdom, or any other foreign jurisdiction, to act in aid of and to be complementary of this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative (as defined in the Initial Order), the Petitioners, the Purchaser, any Permitted Assignee and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Foreign Representative, the Petitioners, the Purchaser, any Permitted Assignee and the Monitor and their respective agents in carrying out the terms of this Order.
16. The Petitioners, the Monitor, the Purchaser and any Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.
17. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of
☐ Party ☒ Lawyer for the Petitioners

Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

REGISTRAR

Schedule "A"**List of Petitioners**

1. BRON Animation Inc.
2. BRON Creative Corp.
3. BRON Developments Inc.
4. BRON Media Corp.
5. BRON Media Holdings Intl. Corp.
6. BRON Media Holdings USA Inc.
7. BRON Releasing Inc.
8. BRON Studios Inc.
9. BRON Ventures 1 (Canada) Corp.
10. BRON Everest Productions Inc.
11. Fables Productions BC Inc.
12. Gossamer Productions BC Inc.
13. Hench 2 BC Productions Inc.
14. Henchmen Productions Inc.
15. Robin Hood Digital PC BC Inc.
16. Windor Productions BC Inc.
17. BRON Creative USA, Corp.
18. BRON Digital USA, LLC
19. BRON Life USA Inc. (BRON Legacy USA Inc.)
20. BRON Media Holdings USA Corp.
21. BRON Releasing USA Inc.
22. BRON Studios USA Inc.
23. BRON Ventures 1, LLC
24. BRON Studios USA Developments Inc.

25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Heft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
49. Green Moon Inc.

- 50. Harmon Films, LLC
- 51. Harmon Monster Films, Inc.
- 52. Needle In A Timestack, LLC
- 53. Para Productions, LLC
- 54. Red Sea LLC
- 55. Red Sea Productions Inc.
- 56. Tully Productions, LLC
- 57. TWWMD Holdings, LLC
- 58. TWWMD Productions, Inc.
- 59. Villains Pictures, LLC
- 60. Villains Production Services, Inc.
- 61. Surrounded Productions USA Inc.
- 62. October Series Holdings, LLC

Schedule “B”

List of Counsel

<u>Name</u>	<u>Party</u>

Schedule "C"**Sale Agreement**

(see attached)

Schedule "D"**Form of Monitor's Certificate**

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED AND THE *BUSINESS CORPORATIONS ACT*,
R.S.O. 1990, c. B.16, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BRON MEDIA CORP. AND THE ENTITIES LISTED AT **SCHEDULE "A"**

PETITIONERS

MONITOR'S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meaning given to them in the Order of the Supreme Court of British Columbia (the "**Court**") pronounced on November 7, 2023 (the "**Approval and Vesting Order**").
2. Pursuant to an Order of the Court pronounced July 19, 2023, Grant Thornton Limited was appointed as the monitor (the "**Monitor**") of the Petitioners.
3. Pursuant to the Approval and Vesting Order, the Court ordered that all of the right, title and interest of the Vendors in and to the Purchased Assets shall vest in the Purchaser or any Permitted Assignee effective upon, among other things, the delivery by the Monitor of this Monitor's Certificate to the Purchaser confirming that the transactions contemplated by the Sale Agreement have been implemented.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Petitioners and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable.
2. The transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2023.

Grant Thornton Limited, in its capacity as
Court-appointed Monitor of the
Petitioners and not in its personal
capacity.

€

Name:
Title:

Schedule "E"
Permitted Encumbrances

1. Nil.

Action No. S-235084

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE BUSINESS
CORPORATIONS ACT,
S.B.C. 2002, c. 57, AS AMENDED AND THE
BUSINESS CORPORATIONS ACT, R.S.O. 1990, c.
B.16, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF
BRON MEDIA CORP. AND THE ENTITIES LISTED AT
SCHEDULE "A"

PETITIONERS

APPROVAL AND VESTING ORDER

SCHEDULE “E”
ASSIGNMENT ORDER

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED AND THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990,
c. B.16, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
BRON MEDIA CORP. AND THE ENTITIES LISTED AT **SCHEDULE "A"**

PETITIONERS

ORDER MADE AFTER APPLICATION

ASSIGNMENT ORDER

BEFORE THE HONOURABLE
JUSTICE GOMERY

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)
)

November 7, 2023

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 7th day of November, 2023; AND ON HEARING Asim Iqbal and [●], counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**"), the Approval and Vesting Order of this Court dated as of the date hereof (the "**Approval and Vesting Order**") and the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated [●]; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Approval and Vesting Order or the Agreement of Purchase and Sale dated October 24, 2023 among the Vendors and Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd. (in such capacity, the

"Purchaser"), a copy of which is attached hereto as **Schedule "C"** (the **"Sale Agreement"**), as applicable.

APPROVAL OF ASSIGNMENT OF ASSIGNED CONTRACTS

2. Upon delivery of the Monitor's Certificate:

- (a) all of the rights and obligations of the Vendors under and to the contracts set forth at **Schedule "D"** and **Schedule "E"** hereto (collectively the **"Assigned Contracts"** and each, an **"Assigned Contract"**) shall be assigned, transferred, and conveyed to and assumed by the Purchaser and LPF Media Asset Acq, LLC (the **"Permitted Assignee"**), respectively, pursuant to Section 11.3 of the CCAA and such assignment is valid and binding upon all counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts, relating to the assignment thereof, including but not limited to, any Transfer Restrictions or provision(s) relating to a change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to such Assigned Contracts; and
- (b) the Assigned Contracts shall remain in full force and effect and the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies (including, without limitation, any right of set-off) under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action by reason of:
 - (i) any circumstance that existed or event that occurred on or prior to the Closing Date that would have entitled such counterparty to the Assigned Contract to enforce those rights or remedies or caused an automatic termination to occur;
 - (ii) any default arising from the insolvency of the Petitioners or any of their affiliates;
 - (iii) any default arising as a result of the commencement of this CCAA proceeding;
 - (iv) any restriction, condition or prohibition contained therein, including any Transfer Restrictions relating to the assignment thereof or any change of control;
 - (v) the implementation of the Sale Agreement and the proposed Transaction or any parts thereof (including the assignment of the Assigned Contracts pursuant to this Order and any default arising as a result of such assignment); or
 - (vi) one or more Petitioners having breached a non-monetary obligation under any of the Assigned Contracts;

and the counterparties under the Assigned Contracts are hereby deemed to waive any defaults relating thereto. For greater certainty and without limiting the generality of the foregoing, no counterparty under an Assigned Contract shall rely on a notice of default sent prior to the filing of the Monitor's Certificate to terminate an Assigned Contract as against the Purchaser or the Permitted Assignee.

3. The assignment of the Assigned Contracts shall be subject to the provisions of the Approval and Vesting Order directing that the Vendors' rights, title and interests in and to the Assigned Contracts shall vest absolutely in the Purchaser and the Permitted Assignee free and clear of all Claims and Encumbrances other than the Permitted Encumbrances in accordance with the provisions of the Approval and Vesting Order.
4. All monetary defaults in relation to the Assigned Contracts as set out in **Schedule "D"** and **Schedule "E"** hereto, if any, other than those arising solely by reason of (i) the Petitioners' insolvency, (ii) the commencement of these CCAA proceedings, or (iii) any failure of any of the Petitioners to perform a non-monetary obligation under any of the Assigned Contracts, shall be paid by the Purchaser and the Permitted Assignee, as applicable, in an amount agreed to by the Purchaser or the Permitted Assignee, as applicable, and the counterparty to such Assigned Contracts or as otherwise determined by further order of this Court within 30 calendar days of the delivery of the Monitor's Certificate.
5. Upon the delivery of the Monitor's Certificate and except as expressly set out to the contrary in any agreement among the Vendors, the Purchaser or the Permitted Assignee and the applicable counterparty under an Assigned Contract, the Purchaser and the Permitted Assignee, as applicable, shall be entitled to all of the rights and benefits and subject to all of the obligations pursuant to the terms of the applicable Assigned Contracts.
6. Notwithstanding:
 - (a) the pendency of these CCAA proceedings or the termination thereof, and any declaration of insolvency made herein;
 - (b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the assignment of the Assigned Contracts to the Purchaser and the Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

7. This Court hereby requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, the United Kingdom, or any other foreign jurisdiction, to act in aid of and to be complementary of this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative (as defined in the Initial Order), the Petitioners, the Purchaser, any Permitted Assignee and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Foreign Representative, the Petitioners, the Purchaser, the Permitted Assignee and the Monitor and their respective agents in carrying out the terms of this Order.
8. The Petitioners, the Monitor, the Purchaser and the Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.
9. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of

☐ Party ☒ Lawyer for the Petitioners

Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

REGISTRAR

Schedule "A"**List of Petitioners**

1. BRON Animation Inc.
2. BRON Creative Corp.
3. BRON Developments Inc.
4. BRON Media Corp.
5. BRON Media Holdings Intl. Corp.
6. BRON Media Holdings USA Inc.
7. BRON Releasing Inc.
8. BRON Studios Inc.
9. BRON Ventures 1 (Canada) Corp.
10. BRON Everest Productions Inc.
11. Fables Productions BC Inc.
12. Gossamer Productions BC Inc.
13. Hensch 2 BC Productions Inc.
14. Henschmen Productions Inc.
15. Robin Hood Digital PC BC Inc.
16. Windor Productions BC Inc.
17. BRON Creative USA, Corp.
18. BRON Digital USA, LLC
19. BRON Life USA Inc. (BRON Legacy USA Inc.)
20. BRON Media Holdings USA Corp.
21. BRON Releasing USA Inc.
22. BRON Studios USA Inc.
23. BRON Ventures 1, LLC
24. BRON Studios USA Developments Inc.

25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Heft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
49. Green Moon Inc.

- 50. Harmon Films, LLC
- 51. Harmon Monster Films, Inc.
- 52. Needle In A Timestack, LLC
- 53. Para Productions, LLC
- 54. Red Sea LLC
- 55. Red Sea Productions Inc.
- 56. Surrounded Productions USA Inc.
- 57. Tully Productions, LLC
- 58. TWWMD Holdings, LLC
- 59. TWWMD Productions, Inc.
- 60. Villains Pictures, LLC
- 61. Villains Production Services, Inc.
- 62. October Series Holdings, LLC

Schedule “B”

List of Counsel

[illegible]

Schedule "C"

Sale Agreement

(see attached)

Schedule "D"

Consent Required Contracts of Canadian Vendors

Vendor	Consent Required Contract	Cure Costs
BRON Creative Corp. (Ontario)	Loan and Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.	\$0.00
BRON Creative Corp. (Ontario)	Copyright Assignment and Notice of Ownership, regarding Fences, between Paramount Pictures Corporation and BRON Creative Corp.	\$0.00
BRON Creative Corp. (Ontario)	Interparty Agreement, regarding Nightingale, dated February 16, 2017, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Screen Tasmania, Fulcrum Media Finance 3 PTY Ltd., Fulcrum Media Finance 2 PTY Ltd. and The Crown in Right of Tasmania.	\$0.00
BRON Media Corp. (British Columbia)	MasterKey Series Commercial Coverage, dated January 21, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	\$0.00
BRON Media Corp. (British Columbia)	Transactions and Settlement Agreement, dated October 27, 2021, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.	\$0.00
BRON Ventures 1 (Canada) Corp. (British Columbia)	Investment Agreement, dated September 26, 2018, between Epic Story Media Inc. and BRON Ventures 1 (Canada) Corp.	\$0.00
BRON Ventures 1 (Canada) Corp. (British Columbia)	Shareholders' Agreement, dated September 26, 2018, between Epic Story Media Inc., Epic Story Investments Inc., and Bron Ventures 1 (Canada) Corp.	\$0.00
BRON Media Corp. (British Columbia)	Chubb Commercial Excess and Umbrella Insurance Agreement, dated January 30, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	\$0.00
BRON Media Corp. (British Columbia)	Inland Marine Insurance Film Producers Commercial Coverage, dated February 1, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	\$0.00

- 2 -

Vendor	Consent Required Contract	Cure Costs
BRON Studios Inc. (British Columbia)	Letter Agreement, regarding NBA, dated January 8, 2021, between Endgame Entertainment Company, LLC, Film 45, LLC, BRON Studios Inc., and the NBA Development League.	\$0.00
BRON Releasing Inc. (British Columbia)	Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.	\$0.00
BRON Media Corp. (British Columbia)	Media Res Studio, LLC's Second Amended and Restated Limited Liability Company Agreement.	\$0.00

Schedule "E"**Consent Required Contracts of U.S. Vendors**

Vendor	Consent Required Contract	Cure Costs
BRON Creative USA, Corp. (Nevada)	Financing Agreement, regarding Green Knight, dated March 28, 2019, between A24 Distribution LLC and BRON Creative USA, Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Co-Financing and Distribution Term Sheet, regarding Greyhound, dated July 13, 2017, as amended and restated, dated February 28, 2018, between Sony Pictures Worldwide Acquisitions Inc. and BRON Creative USA Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Partnership Agreement for Hercules-Bron Creative Partnership, regarding Hercules, dated June 7, 2018, between Hercules Film Investors I (US), Inc. and Bron Creative USA Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Administration Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc. and BRON Creative WB 1, LLC.	
BRON Creative USA, Corp. (Nevada)	Letter Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc., BRON Creative WB 1, LLC and LPF (WB Blocker) Investment Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Investment Agreement, dated January 2, 2020 between BCWB1 Blocker, Inc. and BRON Creative USA, Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Priority Payment to Blocker Agreement dated January 2, 2020, between BCWB1 Blocker, Inc., BRON Creative USA, Corp. and Creative Wealth Media Equity Fund I LP.	\$0.00
BRON Life USA Inc. (BRON Legacy USA Inc.) (Delaware) BRON Releasing USA Inc. (Delaware)	Sales Agent Agreement, regarding Playground, dated August 11, 2021, between BRON Life USA Inc. and BRON Releasing USA Inc.	\$0.00
BRON Ventures 1 LLC (Delaware)	Transactions and Settlement Agreement, dated October 27, 2021, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.	\$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Studios USA Inc. (Nevada)		
BRON Ventures 1, LLC (Delaware) BRON Studios USA Inc. (Nevada)	Media Res Studio, LLC's Second Amended and Restated Limited Liability Company Agreement.	\$0.00
BRON Media Holdings USA Corp. (Delaware)	Simple Agreement for Future Equity, between Subnation Media Inc. and Bron Media Holdings USA Corp.	\$0.00
BRON Releasing USA Inc. (Delaware) Fables Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Fables, dated April 17, 2020, between BRON Releasing USA Inc. and Fables Holdings USA, LLC.	\$0.00
BRON Releasing USA Inc. (Delaware)	Sales/Advisory Services Letter Agreement, regarding Untitled Nicki Minaj Documentary Series, dated December 17, 2020, between BRON Releasing USA Inc. and Endeavor Content, LLC.	\$0.00
BRON Releasing USA Inc. (Delaware) Gossamer Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Gossamer, dated April 21, 2020, between Gossamer Holdings USA LLC and BRON Releasing USA Inc.	\$0.00
BRON Releasing USA Inc. (Delaware)	Sales Agent Agreement, regarding National Anthem, dated November 23, 2021, between National Anthem Holdings, LLC and BRON Releasing USA Inc.	\$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Releasing USA Inc. (Delaware)	Investor Agreement, regarding Loudmouth, dated June 28, 2021, between BRON Releasing USA Inc. and Loudmouth Documentary, LLC.	\$0.00
BRON Releasing USA Inc. (Delaware) Solitary Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Solitary, dated August 4, 2020, between Solitary Holdings USA, LLC and BRON Releasing USA Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Binding Term Sheet, regarding Mad Solar, dated October 28, 2020, between Lake Effect Productions LLC, Scott Mescudi, Dennis Cummings and BRON Studios USA Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Limited Liability Company Agreement, dated July 1, 2020, between Blackhand Pictures LLC and BRON Studios USA Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Little Lamb Agreement, dated December 6, 2021, between Bron Studios USA Inc. and Little Lamb Productions, Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Initial Limited Liability Company Operating Agreement for BRON Pictures Holdings, LLC, dated May 22, 2019, between BRON Studios USA Inc. and Blac USA Inc.	\$0.00
BRON Studios USA Inc. (Nevada) Fonzo, LLC (Nevada) Fonzo Production Services Inc. (Louisiana)	Collection Account Management Agreement re: "Fonzo a.k.a Capone" dated January 21, 2021, among Freeway Cam B.V., Stichting Freeway Custody, Fonzo, LLC, Fonzo Production Services, Inc., BRON Studios USA, Inc., Lawrence Bender Productions, Inc., Addictive Pictures, Inc., Endeavour Content JB, LLC f/k/a Jellyfish Bloom, LLC, Endeavour Content, LLC, Creative Wealth Media Lending LP 2016, Three Point Capital Louisiana, LLC, Blueberry Hill Films, Inc. f/s/o Joshua Trank, Little Black Dog, Inc f/s/o Tom Hardy, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America Inc., Writers Guild of America, West, Inc., for itself and on behalf of Writers Guild of America East, Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Collection and Account Management Agreement re: "Villains" dated December 4, 2019 between Freeway Cam B.V., Stichting Freeway Custody, Villains, LLC c/o BRON Studios, and Villains Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor	\$0.00

Vendor	Consent Required Contract	Cure Costs
Villains Production Services, Inc. (New York)	Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.	
BRON Studios USA Inc. (Nevada)	Bridge Loan Agreement, dated March 28, 2014, between BRON Studios USA Inc. and Tumbledown, LLC.	\$0.00
BRON Studios USA Inc. (Nevada) Heavyweight Holdings, LLC (previously Harry Haft Films, LLC) (Delaware) Harry Haft Productions, Inc. (New York)	Collection and Account Management Agreement regarding "The Survivor" AKA "Harry Haft" dated May 10, 2021 between Freeway Cam B.V., Stitching Freeway Custody, Heavyweight Holdings, LLC, Harry Haft Productions, Inc., BRON Studios USA, Inc., Creative Wealth Media Equity Fund I LP, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP, 2016, Three Point Capital, LLC, New Mandate Films, LLC, Endeavour Content JB International, LLC, Endeavour Content, LLC, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writers Guild of America, West, Inc.	\$0.00
BRON Ventures 1 LLC (Delaware)	Convertible Promissory Note, dated September 30, 2019, between NOW//withVentures LLC and BRON Ventures 1 LLC.	\$0.00
BRON Ventures 1 LLC (Delaware)	Note Purchase Agreement, dated July 31, 2019, between NOW//with Ventures LLC, and any successor entity thereto pursuant to any corporate reorganization, and the persons and entities whose name appear on the signature pages hereto, including BRON Ventures 1 LLC.	\$0.00
BRON Ventures 1 LLC (Delaware)	Securities Purchase Agreement, dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.	\$0.00
BRON Ventures 1 LLC (Delaware)	Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.	\$0.00
Drunk Parents, LLC (New York)	Content Acquisition Agreement, dated July 3, 2019, between Universal Pictures Visual Programming Limited and Drunk Parents, LLC.	\$0.00
Drunk Parents, LLC (New York)	Distribution Agreement, dated December 18, 2018, between Drunk Parents, LLC and Vertical Entertainment, LLC and all its successors, assignees, licensees and/or sublicensees.	\$0.00

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Vendor	Consent Required Contract	Cure Costs
BRON Releasing USA Inc. (Delaware) I Am Pink Productions, LLC (Delaware)	Sales Agent Agreement, regarding Untitled Nicki Minaj Documentary Series, dated August 17, 2018, between I Am Pink Productions, LLC and BRON Releasing USA Inc.	\$0.00
BRON Releasing USA Inc. (Delaware) Robin Hood Digital USA, LLC (Delaware)	Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.	\$0.00
Welcome to Me, LLC (California)	Acquisition Agreement, regarding Welcome to Me, dated May 1, 2015, effective as of September 7, 2014, as amended on July 25, 2018, between Our Alchemy, LLC and Welcome to Me, LLC.	\$0.00
Welcome to Me, LLC (California)	Amendment to Acquisition agreement, regarding Welcome to Me, dated July 25, 2018, between Our Alchemy LLC and Welcome to Me LLC.	\$0.00
Bakhorma, LLC (Washington)	Distribution Agreement, regarding Prospect, dated September 27, 2018, between Gunpowder & Sky Distribution, LLC and Bakhorma, LLC.	\$0.00
BRON Studios USA Inc. (Nevada)	Common Stock Subscription Agreement, dated January 2022, between Little Lamb Productions, Inc. and BRON Studios USA Inc.	\$0.00
Brown Amy, LLC (Nevada)	Non-Theatrical Distribution Agreement, regarding Beatriz at Dinner, dated May 12, 2017, between Entertainment In Motion Inc. and Brown Amy LLC by its exclusive agent, Sierra/Affinity, LLC.	\$0.00

Vendor	Consent Required Contract	Cure Costs
Gossamer Holdings USA, LLC (Delaware)	Marketplace Distribution Agreement, dated March 14, 2023, regarding Gossamer, between Epic Games Inc. and Gossamer Holdings USA, LLC.	\$0.00
October Series Holdings, LLC (Delaware)	Acquisition Agreement – Principle Terms, regarding “Reggie”, dated June 17, 2022 between Amazon Alternative LLC and October Series Holdings, LLC.	\$0.00
Para Productions, LLC (Nevada)	Distribution Agreement, regarding Parallel, dated October 12, 2020, between Para Productions, LLC and Vertical Entertainment, LLC.	\$0.00
Tully Productions, LLC (Nevada)	Distribution Agreement, regarding Tully, dated June 12, 2017, between Tully Productions, LLC and Focus Features LLC.	\$0.00
TWWMD Holdings, LLC (Delaware)	Option Agreement for Quitclaim, regarding “Those Who Wish Me Dead”, dated March 7, 2019, between Twentieth Century Fox and TWWMD Holdings, LLC.	\$0.00
Villains Pictures, LLC (Nevada)	Distribution Agreement, regarding Villains, dated August 15, 2019, between Gunpowder & Sky Distribution, LLC and Villains Pictures, LLC.	\$0.00
Villains Pictures, LLC (Nevada)	Distribution Agreement, regarding Villains, dated August 6, 2019, between Sony Pictures Worldwide Acquisitions Inc. and Villains Pictures, LLC.	\$0.00
Front Runner, LLC (Nevada)	Distribution Agreement, regarding The Front Runner, dated May 17, 2018, between Sony Pictures Worldwide Acquisitions Inc. and Front Runner, LLC.	\$0.00
Fonzo, LLC (Nevada)	International Multiple Rights Distribution Agreement regarding Capone, dated May 7, 2020, between Fonzo, LLC and Leonine Licensing AG.	\$0.00
Tully Productions, LLC (Nevada)	Exclusive Territorial Distribution Agreement, regarding Tully, dated July 27, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Studiocanal PTY Limited.	\$0.00

Action No. S-235084

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE BUSINESS
CORPORATIONS ACT,
S.B.C. 2002, c. 57, AS AMENDED AND THE
BUSINESS CORPORATIONS ACT, R.S.O. 1990, c.
B.16, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF
BRON MEDIA CORP. AND THE ENTITIES LISTED AT
SCHEDULE "A"

PETITIONERS

ASSIGNMENT ORDER

This is Exhibit "B" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on October 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

TRANSACTIONS AND SETTLEMENT AGREEMENT

This TRANSACTIONS AND SETTLEMENT AGREEMENT (this “Agreement”) is made and entered into as of October 27, 2021 by and between Media Res Studio, LLC, a Delaware limited liability company (the “Company”), Bron Media Corp., a British Columbia corporation (“Bron Media”), Bron Ventures 1 LLC, a Delaware limited liability company (“Bron Ventures”), and Bron Studios USA Inc., a Nevada corporation (“Bron Studios”, and together with Bron Media and Bron Ventures, collectively, the “Bron Parties”). Bron Media, Bron Ventures, Bron Studios and the Company are sometimes referred to in this Agreement together as the “Parties” and individually as a “Party.”

RECITALS

A. The Company and Bron Media entered into that certain Revolving Loan Agreement, dated as of January 2, 2018 (the “Bron Loan Agreement”).

B. Bron Ventures is the owner of 250 Series A Preferred Units (as defined in the Current LLC Agreement referenced below) of the Company (as may be converted into Class A Common Units at the Initial Closing as provided for herein, the “Units”).

C. Upon the terms and subject to the conditions set forth in this Agreement, the Parties desire that, among other things, the following occur as a result of entering into this Agreement: (i) Bron Ventures shall sell and transfer to the Company, and the Company shall purchase from Bron Ventures, an aggregate of 220 Units, (ii) Bron Ventures shall convert any Series A Preferred Units that remain outstanding after the Initial Closing (as defined below) into Class A Common Units of the Company (“Class A Common Units”), (iii) the Company shall repay the indebtedness outstanding under the Bron Loan Agreement (as defined below) and the Parties shall terminate the Bron Loan Agreement in connection therewith (including providing for the release of any and all liens relating to the Bron Loan Agreement and the release of all claims by the Company against Bron Media for any unfunded amount under the Bron Loan Agreement), (iv) the Company shall reimburse Bron Studios (as defined below) for its out-of-pocket expenses incurred in connection with the “Ink” and “Scanners” projects (plus an additional 5% fee thereon), and Bron Studios shall assign any rights or contracts related to the “Ink” and “Scanners” projects to the Company, (v) the Company shall make payments in the aggregate of \$11,485,366 to the Bron Parties, including \$4,000,000 to the Bron Parties at the Initial Closing (assuming an Initial Closing of October 29, 2021), (vi) each Party, on behalf of itself and each of its Associated Parties (as defined below), shall release, acquit and forever discharge each of the Releasees (as defined below) applicable to such releasing Party from any and all Claims (as defined below), and (vii) the Parties shall enter into and execute on such other related ancillary matters as further set out in this Agreement to effectively carry out the purposes of the foregoing.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Bron Repurchase Transactions. Subject to the terms and conditions of this Agreement, Bron Ventures hereby agrees to sell and transfer to the Company, and the Company agrees to purchase from Bron Ventures, an aggregate of 220 Units, for an aggregate purchase price of \$7,557,075 (or \$34,350.34 per Unit) (“Purchase Price”), as follows: (a) the Company shall purchase 2 Units from Bron Ventures at the Initial Closing (defined below); and (b) the Company shall purchase the remaining 218 Units from Bron Ventures following the Initial Closing in one or a series of subsequent closings (as determined by the Company in its sole discretion) (each, a “Subsequent Closing”), but no later than December 31, 2022 (collectively, the “Repurchase Transactions”). To effect the purchase of Units at any Subsequent Closing, the Company shall deliver written notice to Bron Ventures at least five business days prior to the date of such Subsequent Closing (as designated by the Company), specifying the date of the Subsequent Closing, the number of Units to be purchased and the aggregate purchase price for such Units, each in accordance with this Section 1. Notwithstanding anything in the foregoing to the contrary, Repurchase Transactions may occur after December 31, 2022; provided, however, that in the event that the Company shall fail for any reason to complete the Repurchase Transactions on or before December 31, 2022, then as compensation for such failure and delay, the Parties agree that the portion of the Purchase Price unpaid as of such date shall thereafter bear simple interest at the rate of 8% per year, accruing from (but not including) December 31, 2022 through (and including) the date such portion is actually paid.

At the Initial Closing and any Subsequent Closing, upon payment of the applicable portion of the Purchase Price, the applicable Units shall be deemed automatically purchased by the Company and transferred from Bron Ventures to the Company, whereupon such Units will be retired and cancelled by the Company. Following any repurchase of Units pursuant to this Section 1, Bron Ventures will no longer hold any rights with respect to such Units repurchased.

2. Conversion and A&R LLC Agreement. At the Initial Closing, each issued and outstanding Series A Preferred Unit not purchased at the Initial Closing shall automatically be converted into one Class A Common Unit (the “Conversion”). In contemplation of the Conversion and the other transactions contemplated herein (collectively, the “Transactions”), at the Initial Closing, the Company’s existing limited liability company agreement (the “Current LLC Agreement”) shall be amended and restated in substantially the form set forth on Exhibit A (“A&R LLC Agreement”). The Parties agree that this Section 2 shall be deemed Bron Ventures’ written consent in all respects to the Conversion and the amendment and restatement of the Current LLC Agreement into the A&R LLC Agreement at the Initial Closing.

3. Repayment and Termination of Bron Loan Agreement. At the Initial Closing, in consideration of payment in full by the Company of the Payoff Amount (as defined in the Payoff Letter referenced below) pursuant to the Payoff Letter (defined below), Bron Media hereby agrees that, notwithstanding the three (3) business day period set forth in Section 12.1 of the Bron Loan Agreement, immediately upon receipt of the Payoff Amount, all obligations under the Bron Loan Agreement shall have been fully satisfied, each of the Loan Documents (as defined in the Bron Loan Agreement) shall be automatically terminated and cancelled and any and all liens relating to the Bron Loan Agreement shall be released, and neither Bron Media nor the Company, nor any of their respective Affiliates, shall have any further obligations or liabilities under the Bron Loan Agreement or any of the other Loan Documents, including any obligation by Bron Media to make

any Advances (as defined in the Bron Loan Agreement) to the Company under the Bron Loan Agreement (the “Loan Termination”).

4. Projects. At the Initial Closing, the Company and Bron Studios shall enter into (i) the Executive Producer Agreement regarding the feature film project currently entitled “Ink”, in substantially the form set forth on Exhibit C (the “Ink Producer Agreement”), and (ii) the Non-Writing Executive Producer Agreement regarding the television/new media project currently entitled “Scanners”, in substantially the form set forth on Exhibit D (the “Scanners Producer Agreement”), and together with the Ink Producer Agreement, the “Producer Agreements”). The Producer Agreements provide for, among other things, (i) the reimbursement of Bron Studios’ out-of-pocket expenses incurred in connection with the “Ink” and “Scanners” projects (plus an additional 5% fee thereon), as respectively provided in Section 3 of each of the Producer Agreements, in the aggregate amount of \$790,209 (the “Bron Reimbursement Amount”), and (ii) the assignment of rights and contracts related to the “Ink” and “Scanners” projects from Bron Studios to the Company, as respectively provided in Section 2 of each of the Producer Agreements.

5. Closings. The closing of the transactions contemplated under Sections 1, 2, 3 and 4 of this Agreement (other than the transactions specified to occur at a Subsequent Closing) shall occur at 9:00 a.m. (Pacific time), on October 29, 2021, or at such other time and place as the Parties mutually agree upon in writing (which time and place are designated as the “Initial Closing”). The Initial Closing and any Subsequent Closings shall collectively be referred to as the “Closings”, and each individually as a “Closing”.

6. Deliveries and Transfers at the Initial Closing. Subject to the terms and conditions set forth herein, and on the basis of the representations, warranties, covenants and agreements set forth herein, at the Initial Closing:

(a) The Company shall wire an aggregate of \$4,000,000 to the Bron Parties to the bank account designated by the Bron Parties for (i) the purchase of 2 Units from Bron Ventures pursuant to Section 1(a), (ii) payment of the Payoff Amount (as defined in the Payoff Letter), and (iii) payment of the Bron Reimbursement Amount pursuant to Section 4.

(b) Bron Ventures shall transfer and assign to the Company all of the Units purchased by the Company at the Initial Closing pursuant to Section 1(a).

(c) Bron Ventures shall deliver an executed counterpart signature page to the A&R LLC Agreement.

(d) Unless previously delivered prior to the Initial Closing, Bron Media shall deliver an executed payoff letter, substantially in the form of Exhibit B (“Payoff Letter”), accompanied by the Release of Security Interest set forth therein, any UCC termination statements, copyright terminations, evidence of release of any and all liens relating to the Bron Loan Agreement and the Loan Documents, and any other documentation reasonably requested by the Company to evidence the Loan Termination.

(e) In the event any loan obligations from any Bron Party (or any of their Affiliates) to Access Road Capital, LLC (“Access Road”) or any of Access Road’s Affiliates remain outstanding as of the Initial Closing and implicates any assets of the Company or the

Company's business, the Bron Parties shall deliver a duly executed acknowledgement agreement with respect to the Transactions, in form and substance reasonably satisfactory to the Company, executed by Access Road and the Bron Parties ("Access Road Acknowledgement"), providing for, among other things, that (i) so long as any loan obligations from any Bron Party (or any of their Affiliates) to Access Road or any of Access Road's Affiliates remain outstanding, that any proceeds paid to Bron Parties pursuant to this Agreement will be assigned by the Bron Parties to Access Road, and (ii) Access Road (on behalf of itself and any of its relevant Affiliates) has consented to this Agreement and the Transactions (and shall not raise any objections with respect thereto) and acknowledges the Conversion and the updated terms and conditions of the A&R LLC Agreement to be in effect as of the Initial Closing (including the transfer restrictions with respect to the Bron Units set forth in Section 6.1 of the A&R LLC Agreement).

(f) Bron Studios and the Company shall each have delivered their respective counterpart signature pages to the Producer Agreements.

(g) The Parties shall make such other deliveries as are required and in accordance with Section 9.

7. Representations and Warranties of the Company. The Company represents and warrants to the Bron Parties that the statements contained in this Section 7 are true and correct as of the date of this Agreement and will be true and correct as of each Closing.

(a) Good Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) Authority. All action on the part of the Company for the authorization, execution and delivery of this Agreement and the performance of the Company's obligations hereunder has been taken.

(c) Execution and Delivery. This Agreement has been duly authorized, executed and delivered by the Company and, assuming that this Agreement is the valid and binding agreement of the other Parties, constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

(d) No Conflict. None of the execution, delivery and performance of this Agreement by the Company, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental agency or court to which the Company is subject, (ii) violate any term of the Company's certificate of formation or limited liability company agreement (each as amended from time to time), or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract or other arrangement to which the Company is a party.

(e) No Additional Representations or Warranties. Except as provided in this Section 7, neither the Company nor any of its Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives has made, or is making, any representation or warranty whatsoever, express or implied, at law or in equity, to any Bron Party or of their respective Affiliates, or any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives, and no such party shall be liable in respect of the accuracy or completeness of any information provided to any Bron Party or of their respective Affiliates, or any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives.

8. Representations and Warranties of the Bron Parties. Each Bron Party hereby represents and warrants to the Company that the statements contained in this Section 8 are true and correct as of the date of this Agreement and will be true and correct as of each Closing.

(a) Authority. All action on the part of such Bron Party for the authorization, execution and delivery of this Agreement and the performance of such Bron Party's obligations hereunder has been taken.

(b) Execution and Delivery. This Agreement has been duly authorized, executed and delivered by such Bron Party, and assuming that this Agreement is the valid and binding agreement of the other Parties, this Agreement constitutes the valid and binding obligation of such Bron Party, enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

(c) No Conflict. None of the execution, delivery and performance of this Agreement by such Bron Party, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental agency or court to which such Bron Party is subject, (ii) violate any term of such Bron Party's constitutional or organizational documents of such Bron Party (each as may be amended from time to time) or (iii) conflict with, or result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract or other arrangement to which such Bron Party is a party.

(d) Units. Bron Ventures is the legal, record, equitable and beneficial owner of all of the Units to be transferred by the Bron Parties to the Company pursuant to this Agreement and has good and valid title to such Units, free and clear of all liens, restrictions, charges, encumbrances, or other adverse claims (collectively, "Encumbrances"), other than Encumbrances arising under the Company's limited liability company agreement as in effect as of the applicable Closing (collectively, "Permitted Encumbrances"). Bron Ventures has full right, power and authority to sell, assign and transfer such Units as contemplated by Section 1 and upon transfer of such Units under this Agreement to the Company, the Company will acquire good and valid title thereto, free and clear of all Encumbrances other than Permitted Encumbrances.

(e) Litigation and Proceedings. There are no lawsuits, actions, suits, claims or other proceedings at law or in equity, or, to the knowledge of any Bron Party, investigations, pending before or by any governmental agency or court to which the Company is subject or, to the knowledge of any Bron Party, threatened against any Bron Party or any of their respective Affiliates or their respective representatives which, in each case, if resolved adversely to any Bron Party or any of their respective Affiliates or representatives, would reasonably be expected to have a Bron Material Adverse Effect. There is no unsatisfied judgment or any open injunction binding upon any Bron Party which would reasonably be expected to have a Bron Material Adverse Effect. A “Bron Material Adverse Effect” shall mean a material adverse effect on the ability of any Bron Party, in a timely manner, to enter into, to perform its obligations under, or to consummate the transactions contemplated by, this Agreement.

(f) No Outside Reliance. Notwithstanding anything contained in this Section 8(f) or any other provision hereof, each Bron Party acknowledges and agrees that neither the Company nor any of its Affiliates, nor any of its or their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives, has made, or is making, any representation or warranty whatsoever, oral or written, express or implied (and no Bron Party nor any of their Affiliates or their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives has relied on any representation, warranty or statement of any kind by the Company or any of its Affiliates or any of its or their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives), beyond those expressly given in Section 7, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Company or any of its subsidiaries. Without limiting the generality of the foregoing, it is understood that any information, documents or other materials or due diligence discussions that have been or shall hereafter be provided to or engaged in with any Bron Party or any of their respective Affiliates or any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives are not and will not be deemed to be representations or warranties of the Company or any of its Affiliates or any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing, except as may be expressly set forth in Section 7.

(g) Knowledge and Experience.

(i) Each Bron Party (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its participation in the Transactions, (B) confirms it is capable of evaluating the merits and risks regarding the Transactions and of making an informed decision with respect thereto and (C) is consummating the Transaction with a full understanding of all of the terms, conditions and risks and willingly assumes those terms, conditions and risks.

(ii) Each Bron Party confirms that the Company has made available to each Bron Party the opportunity to ask questions of the officers and management employees of the Company and to acquire additional information about the business and financial condition of the Company and its subsidiaries, and each Bron Party has evaluated the merits and risks of the Transactions based on its own independent review and consultations with such investment, legal,

tax, accounting and other advisers as it deemed necessary. Each Bron Party further confirms that such Bron Party (and its representatives that currently serve on the Board) are familiar with the business and financial condition of the Company, and based on such Bron Party's own knowledge and investigation, has made its own informed decision to enter into this Agreement and consummate the Transactions as contemplated hereby without reliance on any representation or warranty of, or advice from, the Company or any of its Affiliates, except as explicitly set forth in Section 7.

(iii) Each Bron Party acknowledges that (i) the Company currently may have, and later may come into possession of, information with respect to the Company that is not known to the Bron Parties and that may be material to a decision to agree to enter into the Transactions (the "Excluded Information"), (ii) each Bron Party has determined to enter into the Transactions notwithstanding its lack of knowledge of the Excluded Information, and (iii) the Company shall have no liability to any Bron Party and each Bron Party waives and releases any claims (other than claims as a result of a breach of a representation or warranty explicitly set forth in Section 7) that it might have against the Company whether under applicable securities laws or otherwise, with respect to any actual or purported nondisclosure of the Excluded Information in connection with the Transactions.

(iv) Each Bron Party acknowledges that the Purchase Price was negotiated expressly in the context of all of the Transactions, considered in the aggregate. Each Bron Party also acknowledges that neither the Company nor any other person or entity makes any representations about the fair market value of the Units. Each Bron Party further acknowledges that the Units to be purchased by the Company pursuant to Section 1 may increase in value in the future, perhaps significantly, and that by selling such Units, each Bron Party understands that it is taking the risk that such Units may increase in value, and that as a result of the Repurchase Transactions will not be able to realize any future value of such Units. Each Bron Party further acknowledges that the Units not purchased by the Company may decrease in value in the future, perhaps significantly, after the Initial Closing, and that by not selling all of its Units to the Company, the Bron Parties may never have the ability to sell its Units again or ever be offered a price for such Units that is equivalent to the Purchase Price. Each Bron Party acknowledges that the ability to transfer any Bron Security is significantly restricted under the A&R LLC Agreement and the holder of such Bron Securities may be required to hold such Bron Securities indefinitely unless a transfer to a third party is approved by the Company.

(v) Each Bron Party acknowledges that (i) the Company is relying on such Bron Party's representations, warranties, acknowledgments and agreements in this Agreement as a condition to entering into this Agreement and proceeding with the Transactions; and (ii) without such representations, warranties and agreements, the Company would not enter into this Agreement or engage in the Transactions.

9. Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions to be performed by the Company at the Initial Closing or any Subsequent Closing are subject to the satisfaction, on or before such Closing, of each of the following conditions, unless otherwise waived:

(a) A&R LLC Agreement. Bron Ventures shall have executed and delivered to the Company a counterpart signature page to the A&R LLC Agreement, effective as of the Initial Closing.

(b) Payoff Letter. Bron Media shall have executed and delivered to the Company the Payoff Letter at least two business days prior to the Initial Closing.

(c) Resignation Letters. The Bron Parties shall have delivered duly executed letters of resignations, in the form attached hereto as Exhibit E and effective as of the Initial Closing, of each employee or other representative of a Bron Party reasonably requested by the Company, including, without limitation, Aaron Gilbert.

(d) Producer Agreements. Bron Studios shall have executed and delivered to the Company all requisite counterpart signature pages of Bron Studios or any of its Affiliates to the Producer Agreements.

(e) Access Road Acknowledgment. If applicable, the Bron Parties shall have delivered the fully executed Access Road Acknowledgment to the Company.

(f) Lien Searches. The Bron Parties shall have delivered to the Company the results of a lien search as of a recent date with respect to each of Bron Ventures, Bron Media and Bron Studios, and any relevant Affiliate of any of the foregoing (each, a “Bron Entity”), in each relevant jurisdiction where any Bron Entity is organized or where the assets of any Bron Entity are located, and the results of such search shall be reasonably satisfactory to the Company.

(g) Form W-9/W-8. The Bron Parties shall have delivered to the Company a properly completed Internal Revenue Service Form W-9 or appropriate Internal Revenue Service Form W-8, as applicable, for each of Bron Ventures, Bron Media and Bron Studios.

The Company may waive any condition specified in this Section 9 if it executes a writing so stating at or prior to the applicable Closing; provided that such waiver shall not act to restrict or otherwise affect the rights of the Company under this Agreement.

10. Mutual Release.

(a) Release. Effective as of the Initial Closing, each of the Parties (each, a “Releasor”) on behalf of itself and each of its Associated Parties (as defined below), hereby absolutely, irrevocably, unconditionally and completely releases, acquits and forever discharges each of the Releasees (as defined below) from any and all Claims (as defined below), and hereby absolutely, irrevocably, unconditionally and completely waives and relinquishes each and every Claim that such Releasor or any such Associated Party may have had in the past, may now have or may have in the future against any of the Releasees, directly or indirectly relating to, concerning or arising out of: (i) any rights, titles and interests in, to or under any written or oral contracts, agreements or arrangements occurring, existing or entered into by such Releasor at any time up to and including the Initial Closing, and (ii) any circumstances, events, matters, causes, things, acts (including any act or failure to act that constitutes ordinary or gross negligence), omissions or conduct, occurring or existing at any time up to and including the Initial Closing arising (directly or indirectly) out of or in any way connected with the Bron Parties’ equity ownership or

investments in or loans to the Company or any of its Affiliates, including, without limitation, the Bron Parties' investment in and ownership of the Units and loans made or not made under the Bron Loan Agreement; provided, however, that such Releasor is not releasing, acquitting, discharging, waiving or relinquishing any right of such Releasor or any of the Associated Parties against, or any obligation of, any Releasee directly or indirectly relating to, concerning or arising out of (1) this Agreement or any other document or agreement delivered in connection with the consummation of the transactions contemplated herein (including the A&R LLC Agreement), (2) any agreement or transaction entered into after the Initial Closing or (3) any events occurring after the Initial Closing (the matters described in clauses (1), (2) and (3), the "Excluded Claims").

(b) For purposes of Section 10(a) and this Agreement:

(i) the term "Affiliate" shall mean, with respect to any Person, any other Person that as of the date of this Agreement or as of any subsequent date, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person (for the avoidance of doubt, for purposes of this Agreement, neither the Company nor any of its Affiliates shall be deemed an Affiliate of any Bron Party, and no Bron Party nor any of their respective Affiliates shall be deemed an Affiliate of the Company);

(ii) the term "Associated Parties" means, with respect to any Releasor, (A) each of such Releasor's predecessors or successors; (B) each of such Releasor's past, present and future assigns, agents and representatives; (C) each Affiliate of such Releasor and each other Person that such Releasor has the power to bind (by such Releasor's acts or signature or otherwise); (D) each Person of which such Releasor owns, directly or indirectly, at least a majority of the outstanding equity, beneficial, proprietary, ownership or voting interests; and (E) any other Person claiming by, through or under any of the foregoing;

(iii) the term "Claim" means any and all past, present and future disputes, claims, cross-claims, counterclaims, controversies, demands, rights, obligations, debts, liabilities, sums of money, accounts, covenants, judgments, damages (whether liquidated, punitive, exemplary or other), bills, dues, undertakings, promises, complaints, charges, proceedings, accountings, actions and causes or manners of action, of every kind and nature whatsoever, whether at law or in equity, based in statute, common law or otherwise, known or unknown, matured or unmatured, absolute or contingent, accrued or not accrued, potential or direct, disclosed or undisclosed foreseen or unforeseen, or suspected or unsuspected, including (A) any claim or right that may be asserted or exercised by the undersigned or any of its Associated Parties in undersigned's or any of its Associated Parties' capacity as a current or former stockholder, member, partner, or lender of any Releasee or in any other capacity, and (B) any damages, costs, expenses and attorneys', brokers' and accountants' fees and expenses;

(iv) the term "Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity; and

(v) the term "Releasees" means, (A) with respect to each Bron Party in its capacity as Releasor: (1) the Company, (2) each Affiliate of the Company, and (3) the successors and past, present and future assigns, members (direct and indirect), partners (direct and

indirect), managers, directors, officers, employees, agents, attorneys and representatives of the respective entities identified or otherwise referred to in the immediately foregoing clauses “(1)” through “(2)”; and (B) with respect to the Company in its capacity as Releasor: (1) each Bron Party, (2) each respective Affiliate of each Bron Party, and (3) the successors and past, present and future assigns, members (direct and indirect), partners (direct and indirect), managers, directors, officers, employees, agents, attorneys and representatives of the respective entities identified or otherwise referred to in the immediately foregoing clauses “(1)” through “(2)”.

(c) Unknown Claims. For the purpose of implementing a full and complete release and discharge of Releasees, each Releasor acknowledges that the release in Section 10 of this Agreement is intended to include, without limitation, any and all Claims within the scope of Section 10(a) which such Releasor does not know or suspect to exist in such Releasor’s favor at the time of executing this Agreement, which if known by such Releasor may have materially affected such Releasor’s decision to enter into this Agreement. Each Releasor (i) represents, warrants and acknowledges that such Releasor has been fully advised by such Releasor’s attorney of the contents of Section 1542 of the Civil Code of the State of California, and (ii) hereby expressly waives the benefits thereof and any rights that such Releasor may have thereunder. Section 1542 of the Civil Code of the State of California provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Each Releasor also hereby waives the benefits of, and any rights that such Releasor may have under, any statute or common law principle of similar effect in any jurisdiction. Each Party acknowledges and confirms that this Agreement was entered into in the context of disputes and threatened or contemplated legal action by and between the Company and its Affiliates, on one hand, and the Bron Parties and their Affiliates, on the other hand, and that a material portion of the value to each Party in entering into this Agreement and consummating the Transactions contemplated hereby is in avoiding actual litigation and the receipt of the mutual release of Claims as provided in Section 10(a). Each Releasor understands and acknowledges (for itself and each of its Associated Parties) that it may discover facts different from, or in addition to, those which it knows or believes to be true with respect to the claims released herein, and agrees that (A) it is the intention of such Releasor to fully, finally and forever waive, release and relinquish all Claims against any Releasee (except for any Excluded Claims), and (B) this Agreement shall be and remain effective in all respects notwithstanding any subsequent discovery of different and/or additional facts.

11. Miscellaneous.

(a) Survival. The representations and warranties of the Parties in this Agreement shall survive the Closing without limitation as to duration.

(b) Withholding. Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement to any Person such amounts as are required to be deducted and withheld under the Code (or any provision of applicable law with respect to the making of such payment) with respect to such payment. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of whom such deduction and withholding were made. “Code” means the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated and rulings issued thereunder.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(d) Service of Process; Consent and Jurisdiction. Each of the Parties hereto irrevocably consents to the service of any process or pleading by any method permitted under California law. Each Party hereto irrevocably and unconditionally: (i) agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the United States District Court for the Central District of California or, if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in the County of Los Angeles, California; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection which such Party may have to the laying of venue of any such suit, action or proceeding in any such court.

(e) Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all Parties appear on each counterpart of this Agreement. All counterparts of this Agreement shall collectively constitute a single agreement. Signatures to this Agreement may be transmitted by email and such signatures shall be deemed to be originals.

(f) Further Assurances. Each of the Parties hereby covenant and agree on behalf of itself, its successors and its assigns to prepare, execute, acknowledge, and deliver such other instruments, documents and statements, and take such other action as may be required by law or may be reasonable necessary, appropriate or expedient to effectively carry out the purposes of this Agreement and the transactions contemplated hereby.

(g) Expense. Each Party will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants.

(h) Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) upon receipt, if personally delivered or if sent by confirmed email transmission, (ii) on the business day following mailing by Federal Express or other overnight courier, postage prepaid, or (iii) on the third business day following mailing by the United States mail, postage prepaid, addressed to the Parties at the addresses set forth below each Party’s signature.

(i) Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(j) Enforcement of this Agreement. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. Subject to the following sentence, the Parties acknowledge and agree that (i) each of the Parties shall be entitled to an injunction, specific performance or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case, without proof of damages, this being in addition to any other remedy to which the Parties are entitled under this Agreement and (ii) the right of specific enforcement in favor of each of the Parties is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that any other Party has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. The Parties acknowledge and agree that no Party, when seeking an injunction to prevent breaches of this Agreement and/or to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11(j), shall be required to provide any bond or other security in connection with any such legal action.

(k) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign or transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of each of the other Parties.

(l) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(m) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. Any waiver of any term or condition of this Agreement must be in a writing signed by the Party sought to be charged with such waiver referring specifically to the term or condition to be waived, and no such waiver shall be deemed to constitute the waiver of any other breach of the same or of any other term or condition of this Agreement.

(n) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(o) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden

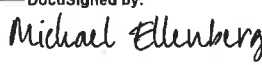
of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

COMPANY:

MEDIA RES STUDIO, LLC,
a Delaware limited liability company

DocuSigned by:

 By: _____
 Name: Michael Ellenberg
 Title: Authorized Signatory

Address: 6255 W. Sunset Boulevard, Suite 680
 Los Angeles, CA 90028
 Attn: Natalya Petrosova

Email: Natalya.Petrosova@mediares.studio

With a copy to: Latham & Watkins LLP
 355 South Grand Avenue, Suite 100
 Los Angeles, California 90071-1560
 Attn: Brad Helms; Scott French

Email: Bradley.Helms@lw.com;
 scott.french@lw.com

Bron Media Corp.

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

By: _____

Name: Aaron L. Gilbert

Title: Authorized Signatory

Bron Ventures 1 LLC

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

By: _____

Name: Aaron L. Gilbert

Title: Authorized Signatory

Bron Studios USA Inc.

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

By: _____

Name: Aaron L. Gilbert

Title: Authorized Signatory

Address:

345 N. Maple Drive, Suite 294

Beverly Hills, CA 90210

Attn: Aaron Gilbert

Email: agilbert@bronstudios.com

EXHIBIT A
Form Of
A&R LLC Agreement

MEDIA RES STUDIO, LLC

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

Dated as of [●], 2021

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**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MEDIA RES STUDIO, LLC**

This Second Amended and Restated Limited Liability Company Agreement (this “Agreement”) of Media Res Studio, LLC (the “Company”) is made and effective as of [●], 2021 (the “Effective Date”) by and among the Company, the parties listed on **Exhibit A** hereto (the “Members”) and each other Person who becomes a Member in accordance with the terms of this Agreement. Capitalized terms used herein without definition have the meanings set forth in Article I of this Agreement.

A. The Company was formed pursuant to the Act by filing its certificate of formation on May 22, 2017 (“Certificate of Formation”).

B. The Company and the Members entered into that certain Amended and Restated Limited Liability Company Agreement, made and effective as of January 2, 2018 (as amended from time to time, the “Prior Agreement”).

C. On [●], 2021, the Company, Bron Media Corp., a British Columbia corporation (“Bron Media”), and Bron Ventures 1 LLC, a [●] limited liability company (“Bron Ventures”), entered into that certain Transactions and Settlement Agreement (“Bron Agreement”), pursuant to which, among other things, the parties thereto agreed that in connection with the Initial Closing (as defined in the Bron Agreement), (i) all Series A Preferred Units of the Company outstanding after the Initial Closing will be converted into Class A Common Units and (ii) the Prior Agreement shall be amended and restated as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties hereto agree to amend and restate the Prior Agreement in its entirety as follows:

**ARTICLE I
DEFINED TERMS**

The following capitalized terms shall have the meanings specified in this Article I.

“Act” means the Delaware Limited Liability Company Act, as amended from time to time.

“Additional Units” means, collectively, all Units issued by the Company after the Effective Date, whether or not currently authorized or subsequently reacquired or retired by the Company, as well as rights, options or warrants to purchase such Units, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such Units, other than the following excluded securities (the “Excluded Securities”):

(i) Units, Options or Convertible Securities issued or issuable to employees of, or consultants or advisors to, the Company or its subsidiaries pursuant to compensation plans or arrangements approved by the Board;

(ii) Units issued or issuable upon the exercise of Options or the conversion of any Convertible Securities;

(iii) Units, Options or Convertible Securities issued upon the conversion of or as a dividend or distribution on any Units or any Unit split;

(iv) Units issued, issuable or deemed issued by virtue of any anti-dilution adjustment to any Preferred Units, Options or Convertible Securities, pursuant to the terms of such security;

(v) Units, Options or Convertible Securities issued in connection with debt financing, equipment leasing or real property leasing transactions approved by the Board, whether issued to a bank, lender, lessor, guarantor or other person, and/or in connection with financing to retire any such financing or leasing arrangement;

(vi) Units, Options or Convertible Securities issued (1) to vendors, suppliers or service providers in connection with the provision of goods or services, (2) pursuant to the acquisition of another entity by merger, asset purchase or other similar transaction, or in connection with a joint venture; or (3) in connection with collaboration, license, development, marketing or other similar agreements or strategic relationships which, in each of (1)-(3) above, are approved by the Board; and

(vii) Units, Options or Convertible Securities issued to acquire any Excluded Security described in clauses (i) through (vi) immediately above.

“Adjusted Book Value” means, with respect to any asset, such asset’s adjusted basis for federal income tax purposes, with the following exceptions and adjustments:

(i) The initial Adjusted Book Value of any asset contributed to the Company by a Member shall be the fair market value of such asset (unreduced by liabilities secured by such asset) as determined by the contributing Member and the Board;

(ii) The Adjusted Book Values of all Company assets may be adjusted to equal their respective fair market values (unreduced by liabilities secured by such assets), as determined by the Board as of the following times: (a) the acquisition from the Company of an additional Interest by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of Company property as consideration for an Interest if the Board determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company; (c) the issuance of any profits interests to service providers; and (d) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(iii) The Adjusted Book Value of any Company asset distributed to any Member shall be the fair market value of such asset (unreduced by liabilities secured by such asset) on the date of distribution;

(iv) The Adjusted Book Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code

Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 4.3.4 hereof; provided, however, that Adjusted Book Values shall not be adjusted pursuant to this subsection (iv) to the extent the Board determines that an adjustment pursuant to subsection (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (iv); and

(v) The Adjusted Book Value of each asset determined or adjusted pursuant to subsections (i), (ii) or (iv) above shall thereafter be adjusted by the Depreciation taken into account with respect to such asset in computing Profit or Loss.

“Adjusted Capital Account” means, with respect to any Member, the balance in such Member’s Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

- (i) Add to such Capital Account the following items:
 - (A) The amount, if any, that such Member is obligated to contribute to the Company upon liquidation of such Member’s Interest; and
 - (B) The amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)(c) or the penultimate sentence of each of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Subtract from such Capital Account such Member’s share of the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in the Member’s Adjusted Capital Account as of the end of the relevant taxable year.

“Affiliate” means, with respect to any Person, any Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person. Notwithstanding the foregoing, (a) no Member shall be deemed an Affiliate of the Company and its subsidiaries, (b) the Company and its subsidiaries shall not be deemed an Affiliate of any Member.

“Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Approved Sale” shall have the meaning set forth in Section 6.5.1.

“Board” means the Board of Managers of the Company.

“Bron Party” means Bron Ventures, Bron Media, BRON Studios Inc. or any Affiliate of any of the foregoing.

“Bron Securities” means any Interests, Units, Options or Convertible Securities that are directly or indirectly held, controlled or beneficially owned by a Bron Party.

“Budget Act” means the Bipartisan Budget Act of 2015 and any sections of the Code or Treasury Regulations promulgated thereunder and with respect thereto, each as amended from time to time.

“Business” means developing, producing, distributing and marketing media content, and all other related businesses or expansions thereof which the Board may from time to time approve.

“Capital Account” means the account maintained by the Company for each Member in accordance with the following provisions:

(i) a Member’s Capital Account shall be credited with the cash and Adjusted Book Value of any property contributed by the Member to the Company, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member’s distributive share of Profit and any item in the nature of income or gain specially allocated to such Member pursuant to the provisions of Article IV (other than Section 4.3.3);

(ii) a Member’s Capital Account shall be debited with the amount of money and the Adjusted Book Value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Company (or which are secured by property contributed by the Member to the Company), the Member’s distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of Article IV (other than Section 4.3.3); and

(iii) if any Interest is Transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the Transferred Interest.

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

(v) If the book value of Company property is adjusted pursuant to the definition of Adjusted Book Value, the Capital Account of each Member shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Regulation Section 1.704-1 (b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation. In the event that the Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Regulations, the Managers may

make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 7.3 hereof upon the dissolution of the Company.

“Capital Contribution” means, with respect to any Member, the amount of money, the principal amount of any note, and the Adjusted Book Value of any property (other than money) contributed (or deemed contributed under Regulations Section 1.704-1(b)(2)(iv)(d)) to the Company with respect to the Interest held by such Member as of the time in question less any liabilities assumed in connection with such contribution(s).

“Capital Member” means any Person holding Class A Common Units and any Units issued after the Effective Date which are voting capital Interests in the Company.

“CEO” shall have the meaning set forth in Section 5.2.2.

“CFO” shall have the meaning set forth in Section 5.2.2.

“Class A Common Unit” shall mean a Unit of membership Interest in the Company having such rights, privileges and obligations as are ascribed in this Agreement to the Class A Common Units. The number of Class A Common Units held by each Member as of the Effective Date is set forth in **Exhibit A** hereof.

“Class A Members” means those Members holding Class A Common Units.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Common Members” means the Class A Members.

“Common Percentage” means, with respect to any Member as of any date, the ratio (expressed as a percentage) of the number of Class A Common Units held by such Member on such date to the aggregate issued and outstanding Class A Common Units held by all Members on such date.

“Common Units” means the Class A Common Units and any other class of units (including profits interests) denominated as Common Units by the Board.

“Company” shall have the meaning set forth in the preamble to this Agreement.

“Company Refusal Period” shall have the meaning set forth in Section 6.2.2.

“Company’s Expiration Notice” shall have the meaning set forth in Section 6.2.2.

“Competitor” means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in a business that is competitive with the then-current and reasonably anticipated businesses of the Company, as determined by the Board; provided, however, that for the purposes of this Agreement, for so long as each such entity continues to be

Controlled by the Persons Controlling such entity as of the Effective Date, neither Endeavor or Bron Ventures shall be considered a Competitor so long as they are a Member.

“Control” (including the terms “Controlled by” and “under common Control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting interests, as trustee or executor, by contract or otherwise.

“Convertible Securities” means evidences of indebtedness, equity interests or other securities which are at any time directly or indirectly convertible into or exchangeable or exercisable for Units, but excluding Options.

“COO” shall have the meaning set forth in Section 5.2.2.

“Deemed Liquidation Event” shall have the meaning set forth in Section 4.4.2(a).

“Depreciation” means, for each taxable year of the Company (or other period for which Depreciation must be computed), an amount equal to the depreciation, amortization or cost recovery deduction allowable with respect to the Company’s assets for such period, except that if the Adjusted Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of any such period, the Depreciation with respect to such asset shall be an amount which bears the same ratio to the beginning Adjusted Book Value of such asset as the federal income tax depreciation, amortization or cost recovery deduction allowable with respect to such asset for such period bears to such asset’s adjusted tax basis at the beginning of such period; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period is zero, Depreciation shall be equal to the federal income tax depreciation, amortization and other cost recovery deduction which would be allowable if the federal income tax basis of the asset equaled its Adjusted Book Value.

“Disqualification Event” shall have the meaning set forth in Section 5.1.3(f).

“Disqualified Manager” shall have the meaning set forth in Section 5.1.3(f).

“Effective Date” shall have the meaning set forth in the preamble to this Agreement.

“Endeavor” Endeavor Content, LLC.

“Excess Nonrecourse Deductions” means excess nonrecourse liabilities within the meaning of Regulations Section 1.752-3(a)(3).

“Family Member” means an individual’s (i) spouse, adult sibling, adult child or adult grandchild, or (ii) any trust established solely for the benefit of such individual(s), for the benefit of any minor child or minor grandchild of such individual(s), or for the benefit of any other individual described in (i) above, or (iii) any entity in which any individual or combination of individuals described in (i) or (ii) comprise the only owners of equity interests and voting interests therein.

“Indemnitees” shall have the meaning set forth in Section 5.6.2(a).

“Independent Third Party” means any Person, who immediately prior to the contemplated transaction, (i) that does not own more than 15% of the Company’s outstanding Common Units (calculated on an as-converted and as-exercised basis) and (ii) in which no Member, any Affiliate of any Member or any Family Member of any Member owns directly or indirectly more than 15% of the equity securities (including any capital stock, partnership or limited liability interests, any other equity interests (including profits interests) and any class, group or series thereof) of such Person.

“Interest” means, as to each Member, such Member’s interest and ownership in the Company, including, without limitation, any Units, Options or Convertible Securities or a Member’s share, if any, of the Profits, Losses and the right to receive distributions from, the Company and the right to participate in the management of and vote on matters coming before the Company under the terms and provisions hereof.

“LW” shall have the meaning set forth in Section 9.16.

“Managers” means the Persons designated as such pursuant to Section 5.1.3.

“Member” means each Person signing this Agreement and any Person who subsequently is admitted as a Member of the Company.

“Member Loan Nonrecourse Deductions” means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulations Section 1.704-2(i).

“Member Minimum Gain” shall have the meaning set forth in Section 4.3.10.

“Member Nonrecourse Debt” shall have the meaning set forth in Regulation 1.704 2(b)(4) for the phrase “partner nonrecourse debt.”.

“Member Representative” shall have the meaning set forth in Section 6.5.4.

“Merger Agreement” shall have the meaning set forth in Section 4.4.2(b).

“Minimum Gain” has the meaning set forth in Regulations Section 1.704-2(d). Minimum Gain shall be computed separately for each Member in a manner consistent with the Regulations under Code Section 704(b).

“Nonrecourse Deduction” shall have the meaning set forth in Regulations Section 1.704-2(b)(1).

“Notification” means a writing containing the information required by this Agreement to be communicated to any Person, as provided in Section 9.3 hereof.

“Offer Notice” shall have the meaning set forth in Section 6.2.1.

“Offer Price” shall have the meaning set forth in Section 6.2.1.

“Offered Interests” shall have the meaning set forth in Section 6.2.1.

“Officer” shall have the meaning set forth in Section 5.2.2.

“Option” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Units or Convertible Securities.

“Participating Investor” shall have the meaning set forth in Section 6.3.1.

“Permitted Transfer” means any Transfer of Interests (i) not for value between any Member who is a natural Person and such Member’s Family Members; (ii) upon or after the death of a Member who is a natural Person, by will, intestacy laws, or the laws of survivorship to such Member’s legal representative, heirs or legatees, provided such heirs and legatees are Family Members of such Member; (iii) by a Member to the Company if permitted in accordance with this Agreement and approved by the Board; (iv) if such Member is not a natural Person, to an Affiliate of such Member, provided that (x) such Transfer would not (either alone or together with any or all other Permitted Transfers by such Member or its Affiliates) result in the Person(s) Controlling such Member on the Effective Date to cease to control such Member, and (y) such Affiliate has not been formed solely for the purpose of engaging in a Permitted Transfer (provided, however, that any event which severs the Affiliate relationship shall be deemed to be a Transfer subject to the restrictions provided in this Agreement); (v) from the custodian or trustee of an individual retirement account or other self-directed employee benefit plan to the beneficiary of such account or plan provided that in all events the beneficial owner will at all times control the voting and transfer rights of the Interests and that the custodian of any such account or plan shall become a signatory hereto; or (vi) any Transfer of Interests approved by the Board; provided, however, that in the case of any such Transfers, the Transferred Interests shall remain subject to the provisions of this Agreement in the hands of the Permitted Transferee, all other conditions of transfer set forth in Section 6.7 shall have been satisfied, and the Member shall have submitted copies of all pertinent documentation to the Company at least five days prior to completion of the transaction to demonstrate that the Transfer is a Permitted Transfer. A Permitted Transferee may not subsequently Transfer Interests except to a Person that would be a Permitted Transferee of the original transferring Member.

“Permitted Transferee” means a Person holding Interests pursuant to a Permitted Transfer.

“Person” means any individual, general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, cooperative, association or other form of organization, or government or other agency or political subdivision thereof, and the heirs, personal representatives, successors and assigns of such Person.

“Preferred Units” means any Units issued by the Company after the Effective Date and designated by the Board as Preferred Units.

“President” shall have the meaning set forth in Section 5.2.2.

“Prior Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Profit” and “Loss” means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company’s taxable income or loss for such year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(iii) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Adjusted Book Value of the property disposed of, notwithstanding the fact that the Adjusted Book Value differs from the adjusted basis of the property for federal income tax purposes;

(iv) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the Depreciation of the asset;

(v) to the extent an adjustment to the adjusted tax basis of any asset included in Company assets pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for the purposes of computing Profits and Losses; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss and each item of Company income, gain, loss and deduction shall be taken into account only once.

“Proprietary Information” shall have the meaning set forth in Section 8.4.

“Purchase and Sale Agreement” shall have the meaning set forth in Section 6.3.3.

“Regulations” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“Sale of the Company” means (i) a transaction or series of related transactions (other than a Permitted Transfer) in which an Independent Third Party, or a group of related Persons consisting solely of Independent Third Parties, acquires from the Company or Members of the Company Units representing more than fifty percent (50%) of the outstanding voting power of the Company or (ii) a transaction that qualifies as a Deemed Liquidation Event.

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

“Selling Members” shall have the meaning set forth in Section 6.5.1.

“Specified Indemnitees” shall have the meaning set forth under Section 5.6.2(e) hereof.

“Tax Distribution” shall have the meaning set forth in Section 4.2.2.

“Tax Distribution Amount” means, with respect to a Unit for a fiscal year, the federal, state and local income tax liability with respect to the taxable income related to Profit allocated with respect to such Unit for such fiscal year. The calculation of such federal and state income tax liability shall (i) assume that the holder of such Unit is taxable as an individual for federal and state income tax purposes, (ii) assume that the holder of such Unit is in the highest marginal federal and state income tax bracket applicable to individuals resident in the State of California and City of Los Angeles (not including the effect of any surtax or the tax imposed pursuant to Code Section 1411) and (iii) take into account the deductibility of state income taxes for federal income tax purposes as well as differences in tax rates applicable to long-term capital gains and qualified dividends; provided that, in any event, the rate shall not be less than 45% of the taxable income allocated to the Member. In determining the amount of estimated federal and state income tax liability for any fiscal year, if a Person is allocated a taxable loss for any fiscal year, the amount of such loss shall be carried forward and applied to offset any taxable income allocated to such Person for each succeeding fiscal year or years in which such Person is allocated taxable income until such loss is fully absorbed by taxable income allocated to such Person consistent with applicable rules relating to loss carry forwards under the Code.

“Tax Matters Partner” means the Member designated in Section 8.3.1.

“Terms” shall have the meaning set forth in Section 6.2.1.

“Transfer” means, when used as a noun, any direct or indirect sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, to directly or indirectly sell, hypothecate, pledge, assign, or otherwise transfer. For the sake of clarity, in the event that any Member that is a corporation, partnership, limited liability company or other legal entity (other than an individual, trust or estate) ceases to be Controlled by the Person Controlling such Member on the Effective Date, such event shall also be a “Transfer” subject to the restrictions on Transfer contained or referenced herein.

“Transferor” shall have the meaning set forth in Section 6.2.1.

“Treasury Regulations” means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code.

“Unit Certificate” shall have the meaning set forth in Section 3.3.2(a).

“Unit Percentage” means with respect to any Member as of any date, the ratio (expressed as a percentage) of the number of Units held by such Member on such date to the aggregate issued and outstanding Units held by all Members on such date (in each case, assuming full conversion and/or exercise, as applicable of all Preferred Units, Options and Convertible Securities).

“Unitholder Notice” shall have the meaning set forth in Section 6.2.2.

“Unitholder Refusal Period” shall have the meaning set forth in Section 6.2.2.

“Units” shall have the meaning set forth in Section 3.3.1.

ARTICLE II FORMATION

2.1 Organization. Pursuant to the Act, the Company was formed under the laws of the State of Delaware by filing a Certificate of Formation with the Secretary of State of the State of Delaware. The rights and liabilities of the Members will be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement will, to the extent permitted by the Act, control.

2.2 Name of the Company. The name of the Company shall be “Media Res Studio, LLC”. The Company may do business under that name and under any other name or names that the Board selects. If the Company does business under a name other than that set forth in its Certificate of Formation, then the Company shall file a trade name certificate as required by law. The Company may change its name with the approval of the Board, without requiring any consent of the Members.

2.3 Purpose. The purpose for which the Company is formed is to carry on the Business and any and all business, transactions and activities which may be deemed desirable by the Board, to the fullest extent empowered and permitted by law.

2.4 Resident Agent. The address of the Company’s registered office in the State of Delaware is Corporation Service Company, 251 Little Falls Dr., Wilmington, Delaware 19808. The name of the Company’s registered agent at such address Corporation Service Company. The Board may at any time designate another registered agent or registered office or both. The principal office of the Company shall be located at 6255 Sunset Blvd., Suite 680, Los Angeles, California, 90028, or at such other place as the Board may from time to time designate, and all business and activities of the Company shall be deemed to have occurred at its principal office. The Company may maintain offices at such other place or places as the Board deems advisable.

2.5 Term. The term of the Company shall continue indefinitely, unless its existence is sooner terminated pursuant to Article VII of this Agreement.

ARTICLE III MEMBERS, INTERESTS AND CAPITAL

3.1 Members.

3.1.1 **Exhibit A** hereto contains the name, address, number and class(es) of Units owned by each Member and the Capital Contribution of each Member. The Company shall revise **Exhibit A** from time to time (i) to reflect the issuance, redemption, conversion or Transfer of Units in accordance with the terms of this Agreement and other modifications to or changes in the

information set forth therein. Any amendment or revision to **Exhibit A** to reflect information regarding Members shall be deemed to amend this Agreement, but shall not require the approval of any Member (and Section 9.5 shall not apply to any such amendment).

3.1.2 One or more additional Persons may be admitted as a Member of the Company only upon (i) an issuance of Units pursuant to Section 3.3.4 or a Transfer of Units pursuant to Article VI, and (ii) the execution and delivery by such Person of a counterpart to this Agreement or other written agreement, in a form satisfactory to the Board, to be bound by all the terms and conditions of this Agreement. Upon such execution and compliance with the other provisions hereof, the Company shall amend **Exhibit A** and shall amend this Agreement as the Board may reasonably determine is necessary, to reflect the admission of such Person as a Member and such other information of such Person as indicated in **Exhibit A**. Unless admitted to the Company as a Member as provided in this Section 3.1 and/or in accordance with Article VI, no Person is, or will be considered to be, a Member.

3.1.3 Subject to the other provisions of this Section 3.1 and Article VI, each Person that receives Units in compliance with the terms of this Agreement shall be a Member. A Member will cease to be a Member when such Person ceases to own any Units in the Company or as otherwise provided by applicable law or herein, in which case **Exhibit A** shall be amended to reflect that such Person is no longer a Member.

3.1.4 Except as provided in the Act, in no event shall any Member (or any former Member), by reason of its status as a Member (or former Member), have any liability for (i) the debts, duties or any other obligations of the Company or another Member, (ii) the making or repayment of any Capital Contribution of any other Member or (iii) any act or omission of any other Member.

3.2 Capital Contributions.

3.2.1 Initial Capital Contributions. The initial Common Members have contributed to the Company the cash or assets and liabilities set forth on **Exhibit A** as their initial Capital Contributions.

3.2.2 Additional Capital Contributions. No Member will be required to make a Capital Contribution, loan or advance to the Company or guaranty or make any other financial commitment with respect to any debt or other obligation of the Company, including to fund operations of the Company or to meet any tax liabilities of the Members (including tax liabilities arising from phantom income).

3.2.3 No Interest on Capital Contributions. Members shall not be paid interest on their Capital Contributions.

3.2.4 Capital Accounts. An individual Capital Account shall be established and maintained by the Company for each Member in accordance with the applicable provisions of the Code and the Regulations as amended from time to time, including Regulations Section 1.704-1(b)(2)(iv). The Board, after notice to the Members, is authorized to modify the manner in which the Capital Accounts are maintained if the Board determines that such modification (a) is required

or prudent to comply with the Regulations and (b) is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

3.2.5 Withdrawal of Capital Contributions. Except as otherwise expressly provided in this Agreement, no Member will be entitled to demand or receive a return or repayment of any Capital Contributions or otherwise withdraw from the Company.

3.2.6 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Board and such Member agree.

3.2.7 Compensation. No Member will receive any interest, salary, compensation, draw or reimbursement with respect to its Capital Contributions or its Capital Account.

3.3 Units.

3.3.1 General. The Company may issue Interests which shall be represented by units (the “Units”). Units shall constitute equal fractional units into which Interests of the same class of Units in the Company shall be divided (and may include fractions of Units as well as whole Units), subject to the rights and obligations attributable to such particular class of Units under this Agreement.

3.3.2 Evidence of Units.

(a) The Units shall be uncertificated; provided, however, that upon request of a Member, the Board may, in its sole discretion, elect to issue certificates (a “Unit Certificate”) evidencing such Member’s ownership of any Unit. Each Unit Certificate shall bear such appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein.

(b) Any Unit Certificate shall be executed on behalf of the Company by a duly authorized Officer and otherwise in accordance with this Agreement. Unit Certificates bearing the signatures of Persons who were, at the time when such signatures shall have been affixed, authorized to sign such Unit Certificates on behalf of the Company shall be validly issued and entitled to the benefits of this Agreement, notwithstanding that such Persons or any of them shall have ceased to be so authorized prior to the delivery of such Unit Certificates or did not have such authority at the date of delivery of such Unit Certificates.

(c) If an owner of a Unit Certificate claims that such Unit Certificate has been lost, destroyed or wrongfully taken, the Company shall issue a new Unit Certificate if the owner: (i) requests such a new Unit Certificate before the Company has notice that the Unit Certificate has been acquired by a protected purchaser; (ii) if requested by the Company, delivers to the Company a bond sufficient to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, wrongful taking or destruction of such Unit Certificate or the issuance of such new Unit Certificate; and (iii) satisfies other reasonable requirements imposed by the Company.

(d) If a Unit Certificate has been lost, apparently destroyed or wrongfully taken, and the owner fails to notify the Company of that fact within a reasonable time

after the owner has notice of such loss, apparent destruction or wrongful taking and the Company registers a Transfer of the Units represented by such Unit Certificate before receiving notification, the owner shall be precluded from asserting against the Company any claim for registering such transfer or a claim to a new Unit Certificate.

3.3.3 Authorization and Issuance of Additional Units. Subject to Section 3.3.4, the Board is authorized to cause the Company to issue additional Units for any Company purpose, at any time or from time to time, to the Members or to other Persons, and to admit such Persons as additional Members, for such consideration and on such terms and conditions as shall be established by the Board in its sole discretion, all without the approval of any Member or any other Person. Any additional Units may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to distributions, qualifications or terms or conditions of redemption (including terms that may be senior or otherwise entitled to preference over existing Units), in each case, as shall be determined by the Board in its sole discretion and set forth in an amendment to this Agreement, without the approval of any Member or any other Person.

3.3.4 Preemptive Rights.

(a) Preemptive Rights. Each Capital Member shall have a right of first offer to purchase Additional Units proposed to be issued by the Company, under the same terms and conditions and for the same consideration as such Units are offered or sold to any other Person, up to that portion of such Additional Units which equals the Unit Percentage of such Member. These preemptive rights shall expire on a Deemed Liquidation Event. If the Company issues more than one type of security in a transaction, a Capital Member exercising its preemptive rights hereunder with respect to that transaction must purchase its proportionate share of each type of security offered. For example, if the Company proposes to sell both Class A Common Units and Preferred Units in a single transaction, a Capital Member may not exercise its preemptive rights only with respect to the Class A Common Units offered. Notwithstanding the foregoing, a Capital Member shall not have the right to purchase Units under this Section 3.3.4 if (i) such Capital Member is, at the time, a Competitor; or (ii) if such Capital Member is not, at the time, an “accredited investor” for purposes of federal securities laws or if such Capital Member’s participation would disqualify the Company from making use of Rule 506 of Regulation D under the Securities Act or any similar applicable state securities law provision.

(b) Method of Exercising Preemptive Rights. Prior to the issuance of any Additional Units, the Company shall give to each such Capital Member written notice containing the material terms and conditions of the proposed issuance, including, but not limited to, and where applicable:

- (i) the number and type of offered securities;
- (ii) the price per security;
- (iii) a copy of any written term sheet or other written understanding or arrangement signed by the prospective purchaser(s) or otherwise evidencing the terms of the offered securities.

Until ten (10) business days after such notice is given, each such Capital Member shall have the right, exercisable by giving written notice to the Company within such ten (10) business day period, to purchase in cash up to the maximum number of securities for such Capital Member as is provided pursuant to Section 3.3.4(a). If a Capital Member does not exercise its right to purchase all or any portion of the securities which it is entitled to purchase within such ten (10) business day period, the preemptive rights of such Capital Member with respect to any unpurchased portion of the securities issuable in that offering shall terminate (but only if that offering is consummated within 180 days of the date notice of such offering was given substantially in accordance with the terms set forth in such notice or on terms less favorable to the purchasers in such offering), and the Company shall be entitled to sell such securities to any other Person, including other Members, in the sole discretion of the Board. The closing of any purchase by any Capital Member pursuant to this Section 3.3.4 shall take place on such date and at such place as is designated by the Company in its notice to the Capital Members under this Section 3.3.4. At each such closing, the Company shall deliver to the purchasing Capital Members any certificates representing the securities to be so purchased (if any) against payment therefor by the purchasing Capital Members, and the Company, on the one hand, and such purchasing Capital Members, on the other hand, shall deliver to the other such other documentation as may be reasonably requested by the other to effect the sale and issuance of such securities under this Section 3.3.4.

(c) Exceptions. This Section 3.3.4 shall not apply to (i) any Excluded Securities; or (ii) any Additional Units which are deemed, either retroactively or prospectively, not to be subject to the right of first offer set forth in this Section 3.3.4 by the affirmative vote or consent of a majority in interest of the Capital Members, voting together on an as-converted basis.

ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS OF PROFIT AND LOSS

4.1 Allocations of Profit or Loss. Subject to the provisions of Section 4.3, for purposes of adjusting Capital Accounts of the Members, all Profits and Losses (and to the extent necessary, individual items of income, gain, loss and deduction) for any taxable year shall be allocated to the Members' Capital Accounts in a manner such that, as of the end of such taxable year or other relevant period, the Adjusted Capital Account of each Member shall equal, as nearly as possible, to the distributions that would be received by each such Member if the Company were liquidated and all of its assets were sold for their Adjusted Book Values, taking into account any adjustments thereto for such period, all liabilities of the Company were satisfied in full in cash according to their terms (limited for each nonrecourse liability to the Adjusted Book Value of the assets securing such liability), and all remaining amounts (after satisfaction of such liabilities) were distributed in full pursuant to Section 4.4.1.

4.2 Distributions.

4.2.1 Except as otherwise provided in this Agreement (including, without limitation, Section 4.4.1 and Section 4.5), cash determined to be available for distribution by the Board shall be distributed to the Members if, as and when determined by the Board and in the following order and priority:

(a) First, to the holders of each Unit to the extent of and in proportion to their Tax Distribution Amounts distributable with respect to such Unit for the current fiscal year and all prior fiscal years, less prior distributions to each such holder under this Section 4.2.1(a); and

(b) Thereafter, to the holders of Units in proportion to their Unit Percentages.

Notwithstanding the foregoing, no amounts shall be distributed to a Member with respect to its Units if such distribution would cause the Member to have an Adjusted Capital Account Deficit unless all other Members also have an Adjusted Capital Account Deficit.

4.2.2 Each distribution to a Member of a Tax Distribution Amount (a “Tax Distribution”) shall be treated as an advance to such Member of amounts to which they are otherwise entitled under this Article IV.

4.2.3 The Board shall make reasonable adjustments in good faith to a Member’s entitlement to Tax Distributions to the extent that (i) the Company pays a tax in respect of such Member, as determined in good faith by the Board, pursuant to Chapter 63 of the Code (as amended by the Budget Act) and thereby relieves such Member and/or its beneficial owners of paying a tax in respect of a corresponding allocation of income or gain or (ii) the Company elects the application of Code Section 6226 (as amended by the Budget Act) with the result that a Member is allocated additional items of income, gain, loss, deduction or credit.

4.3 Regulatory Allocations and Special Allocations.

4.3.1 Qualified Income Offset. No Member shall be allocated Losses or deductions if the allocation causes the Member to have an Adjusted Capital Account Deficit, and any such Losses or deductions not so allocated shall be allocated to the other Members in accordance with the terms of this Agreement. If a Member receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that fiscal year shall be allocated to that Member, before any other allocation is made of Company items for that fiscal year, in the amount and in proportions required to eliminate the deficit as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the “qualified income offset” provisions of the Regulations promulgated under Code Section 704(b).

4.3.2 Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(0(2), (3), and (4), if, during any fiscal year, there is a net decrease in Minimum Gain, each Member, prior to any other allocation pursuant to this Article IV, shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member’s share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under

Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the fiscal year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.3 Contributed Property and Book-ups. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution) using the Traditional Method under the Regulations. If the Adjusted Book Value of the assets of the Company are adjusted as provided in paragraph (ii) of the definition of Adjusted Book Value: (A) the restated Capital Accounts shall be calculated so as to preserve the effect of any special allocations and disproportionate distributions (other than guaranteed payments) previously made pursuant to this Agreement, and (B) subsequent allocations of income, gain, loss and deduction shall be made in accordance with Regulation Section 1.704-1(b)(2)(iv)(g) and, with respect to any asset, shall take into account any variation between the adjusted basis of the asset for federal income tax purposes and its Adjusted Book Value in the manner required under Code Section 704(c) and the Regulations thereunder using any method allowed under Code Section 704(c) and the Regulations thereunder as determined by the Board.

4.3.4 Code Section 754 Adjustment. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that section of the Regulations.

4.3.5 Nonrecourse Deductions. Nonrecourse Deductions for a fiscal year or other period shall be specially allocated among the Members in proportion to their Unit Percentages.

4.3.6 Member Loan Nonrecourse Deductions. Any Member Loan Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(b).

4.3.7 Guaranteed Payments. To the extent any compensation paid to any Member by the Company is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

4.3.8 Unrealized Receivables. If a Member's Interest is reduced (provided the reduction does not result in a complete termination of the Member's Interest), the Member's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4.2 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Member, be specially allocated among the Members in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the Managers.

4.3.9 Withholding. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, local or foreign tax law shall be treated as amounts actually distributed to the affected Members for all purposes under this Agreement. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, local or foreign tax law shall be treated as amounts actually distributed to the affected Members for all purposes under this Agreement. Further, a Member's allocable share of any liability for any taxes imposed on the Company pursuant to Chapter 63 of the Code, as amended by the Budget Act, and any associated interest, penalties and additions thereto also shall be treated as amounts actually distributed to the affected Member for all purposes under this Agreement.

4.3.10 Member Minimum Gain Chargeback. Notwithstanding any other provision of this Agreement, if there is a net decrease in Member Minimum Gain attributable to Member Nonrecourse Debt during any fiscal year of the Company, each Member who has a share of the Member Minimum Gain, determined in accordance with Regulation 1.704-2(i)(5), shall be specially allocated items of gross income and gain for such year (and, if necessary, subsequent years) in accordance with the provisions of Regulation 1.704-2(i)(4). The items to be so allocated shall be determined in accordance with Regulation 1.704-2(i)(4) and 1.704-2(j)(2). "Member Minimum Gain" has the meaning ascribed to "partner minimum gain" as set forth in Regulation 1.704-2(i)(3). This Section 4.3.10 is intended to comply with the minimum gain chargeback required in Regulation 1.704-2(i)(4) and shall be interpreted consistently therewith.

4.3.11 Excess Nonrecourse Deductions. Excess Nonrecourse Deductions for a fiscal year or other period shall be specially allocated among the Members in proportion to their Unit Percentages.

4.4 Liquidation and Dissolution.

4.4.1 Except as otherwise provided in this Agreement (including, without limitation, Section 4.5) if the Company is liquidated or in the event of a Deemed Liquidation Event, then, after giving effect to Section 7.3 (if applicable), the assets of the Company shall be distributed to the holders of the Class A Common Units in proportion to their Common Percentages.

4.4.2 Deemed Liquidation Events

(a) Each of the following events shall be considered a “Deemed Liquidation Event” unless determined or approved otherwise by the Board:

(i) a merger or consolidation in which

A. the Company is a constituent party, or

B. a subsidiary of the Company is a constituent party and the Company issues Units or other equity securities pursuant to such merger or consolidation,

except any such merger or consolidation involving the Company or a subsidiary in which the Units of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock or other equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock or other voting securities of (1) the surviving or resulting entity or (2) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting corporation; or

(ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

(b) Effecting a Deemed Liquidation Event. Unless determined or approved otherwise by the Board:

(i) The Company shall not have the power to effect a Deemed Liquidation Event referred to in Section 4.4.2(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the “Merger Agreement”) provides that the consideration payable to the Members of the Company shall be distributed in accordance with Section 4.4.1 (subject to customary provisions regarding post-closing recourse, purchase price adjustments, contingent or deferred consideration provisions, management or other “roll-over” arrangements and other provisions approved by the Board).

(ii) As soon as reasonably practicable following a Deemed Liquidation Event of the type referred to in Section 4.4.2(a)(ii), the Company shall effect a liquidation and distribute the proceeds thereof in accordance with Section 4.4.1 (subject to customary provisions regarding post-closing recourse, purchase price adjustments, contingent or deferred consideration provisions, management or other “roll-over” arrangements and other provisions approved by the Board).

(c) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of Units upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or

securities paid or distributed to such holders by the Company or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board or, if the Board elects, by a nationally recognized independent valuation firm selected by the Board.

4.5 Limitation on Distributions. Notwithstanding anything to the contrary herein, no distribution under Section 4.2, Section 4.4.1 or Section 4.6.1 shall be declared or paid if such distribution would violate provisions of the Act governing distributions to Members. If the making of any distribution under Section 4.2 would violate any contractual restriction, the Company and the Members shall use their good faith efforts to obtain a modification or waiver of such restrictions to permit the payment of such distribution.

4.6 General.

4.6.1 Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Board. However, subject to Section 4.5, the Board shall cause the Company to make distribution of the Tax Distribution Amounts to all holders of Units and to make (a) advances of the Tax Distribution Amounts on a periodic basis to allow holders of Units to make payments of estimated taxes, and (b) distributions of the Tax Distribution Amounts, with a credit for any prior advances, on or before the due date (including extension) of the applicable federal tax return.

4.6.2 If any assets of the Company are distributed in kind to the Members, those assets shall be valued on the basis of their fair market value, and any Member entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by the Board. The gain or loss for each unsold asset shall be determined as if the asset had been sold at its fair market value. All such gains and losses shall be taken into account in determining the Profit or Loss for such period.

4.6.3 All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Members as of the last day of the fiscal year for which the allocation or distribution is to be made. If any Interest is transferred or assigned during the fiscal year on any day other than the first day of such fiscal year, then Profits, Losses, each item thereof and all other items attributable to such Interest for such fiscal year shall be divided and allocated between the transferor Member and the transferee Member by taking into account their varying interests during the fiscal year in accordance with Section 706(d) of the Code and Regulations Section 1.706-4, using any method or convention permitted by law and selected by the Managers. For purposes of making such allocations, the Manager is hereby authorized to select any method, convention or extraordinary item permitted under Regulations Section 1.706-4 as the Manager determines necessary or appropriate, which selection shall be set forth in a dated, written statement maintained with the Company's books and records. The Member hereby agree that any such selection by the Managers is made by "agreement of the partners" within the meaning of Regulations Section 1.706-4(f).

ARTICLE V MANAGEMENT AND OPERATIONS

5.1 Board of Managers.

5.1.1 Generally. Except as otherwise expressly provided in this Agreement, the management and control of the business and affairs of the Company will be vested in the Board as provided in, and subject to, the provisions of this Article V and otherwise in this Agreement. Subject to the provisions of this Agreement, the Board has full power and authority to manage the business and affairs of the Company in accordance with the Act and this Agreement, including, without limitation, the power to purchase, sell and lease property of any kind, to incur indebtedness and give security for such, to guarantee obligations of others, and to execute contracts and instruments on behalf of the Company, either directly or through the Company's Officers, employees, agents and other delegates. Decisions or actions taken by the Board in accordance with this Agreement will constitute decisions or actions of the Company and will be binding on each Member, Manager, Officer and employee of the Company. The Managers may only act on decisions of the Board, and have no independent authority therefrom. No Member (in its capacity as such) has any power or authority to bind or otherwise act on behalf of the Company. Except for the delegation of authority of the Officers provided in Section 5.2 hereof, and the appointment of a proxy under Section 5.1.8 hereof, no Manager may delegate his rights and powers to manage and control the business and affairs of the Board or the Company. The foregoing expressly overrides any contrary provisions of the Act.

5.1.2 Signing on Behalf of the Company. Subject to any required Board approval, and except as required by applicable law, and without limiting any authority of any Officer of the Company as provided in this Agreement, the signature of any Manager (or any Officer or other individual to which the Board has properly delegated appropriate authority) is sufficient to constitute execution of a document on behalf of the Company.

5.1.3 Appointment and Removal of Managers.

(a) The number of Managers shall be determined from time to time by a resolution adopted by the Members or the Board. The holders of a majority of all outstanding Class A Common Units shall have the right to appoint all Managers. As of the Effective Date, the Board consists of four (4) Managers, and the Managers are Michael Ellenberg, David Hornik, Natalya Petrosova and Adam Wergeles. A Manager may, but need not, be an officer or employee of a Member or of an Affiliate of a Member.

(b) Any Manager may be removed and replaced at any time or from time to time, with or without cause, by (and only by) the affirmative vote or written consent of a majority of the then outstanding Class A Common Units. Each Manager shall serve as a member of the Board until replaced by the affirmative vote or written consent of a majority of the then outstanding Class A Common Units, or until his/her resignation, disability, incapacity or death. If a vacancy is created on the Board by reason of the death, disability, removal, incapacity or resignation of any Manager, then the holders of a majority of the then outstanding Class A Common Units shall have the sole right to elect a substitute Manager.

(c) The resignation, withdrawal or removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

(d) The Managers shall not be entitled to compensation for their service on the Board, but shall be entitled to reasonable and necessary expenses incurred in attending meetings of the Board.

(e) A Manager shall not have an exclusive duty to act on behalf of the Company. A Manager may have other business interests and may engage in other activities in addition to those relating to the Company.

(f) No Person shall be designated, appointed or elected as a Manager to the extent that any of the "bad actor" disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act (each, a "Disqualification Event"), is applicable to such Person (making such person a "Disqualified Manager"). Each Member, including any Member(s) with the right to elect, designate or appoint a Manager agrees (i) not to elect, designate or appoint any director designee who, to such Member's knowledge, is a Disqualified Manager and (ii) that in the event such Member becomes aware that any individual previously elected, designated or appointed is or has become a Disqualified Manager, such Disqualified Manager shall be removed from the Board as promptly as practicable and replaced with an individual who is not a Disqualified Manager.

5.1.4 Meetings of the Board.

(a) The Board will hold regular meetings on such dates and at such times as will be determined by the Board, with Notification of such regular meeting schedule being given to each Manager who was not present at the meeting at which such schedule was adopted. Neither the business to be transacted at, nor the purpose of, such regular meeting need be specified in the Notification (or waiver of Notification) thereof.

(b) Special meetings of the Board may be called by any two (2) Managers by Notification specifying the place and time of such meeting. Twenty four hours prior notice shall be required for special meetings, and such notice shall include the time and place of such meeting. Neither the business to be transacted at, nor the purpose of, such regular meeting need be specified in the Notification (or waiver of Notification) thereof.

(c) Any requirement of furnishing a notice shall be waived by any Manager who signs a waiver of notice before or after the meeting. Attendance of a Manager (or his or her proxy appointed in accordance with Section 5.1.8 below) at a meeting shall also constitute a waiver of notice of such meeting.

(d) Without limiting the provisions set forth in Section 5.1.7, all physical meetings of the Board shall be held at such location as determined by the Chairman of the Board, and if none is appointed, then at the primary office of the Company, or at such other location as approved by the Board. For the avoidance of doubt, meetings of the Board do not require for any Manager to be physically present at a specific location and may take place via

conference telephones, web-based systems or other similar communications equipment, in each case subject to the provisions of Section 5.1.7.

5.1.5 Chairman of the Meeting. The Chairman of the Board, if present and acting, shall preside at all meetings. Otherwise, any other Manager chosen by the Managers shall preside. Without limiting Section 5.2, as of the Effective Date the Chairman of the Board shall be Michael Ellenberg.

5.1.6 Action by Written Consent Without a Meeting. Any action that may be taken at a meeting of the Board may be taken without a meeting, if a consent in writing setting forth the action so taken, is signed and delivered to the Company by at least the number of Managers whose approval would be sufficient to pass or approve such action at a meeting where all Managers were present. All such consents shall be filed with the Board and shall be maintained in the Company records.

5.1.7 Telephonic/Web-Based Participation by Managers at Meetings. The Managers may participate in any Board meeting through the use of any means of conference telephones, web-based systems, or similar communications equipment as long as all of the Managers participating can hear one another throughout the meeting. A Manager so participating is deemed to be present in person at the meeting.

5.1.8 Proxies. Every Manager entitled to vote on any matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the Manager and filed (whether the original, or a copy by email attachment, facsimile transmission, U.S. mail or other means of delivery) with the Board prior to any vote by such proxy holder. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Manager executing it, before the vote pursuant to that proxy, by a writing delivered to the Board stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the Manager executing the proxy; or (ii) written Notification of the death or incapacity of the maker of that proxy is received by the Board before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy.

5.1.9 Voting of Managers; Quorum. Each Manager will have one (1) vote. All actions by the Board will require the approval of a majority of the Managers who are present (in person or by proxy) at a properly noticed meeting at which a quorum is present. A majority of Managers (including Michael Ellenberg or his duly authorized proxy) will constitute a quorum for the transaction of business.

5.1.10 Committees. The Board may, by resolution passed by a majority of the Managers, designate one or more committees, each committee to consist of one or more of the Managers of the Company. The Board may designate one or more Managers as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the

meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company; but no such committee shall have power specifically granted to Members pursuant to the terms of this Agreement or the Act. Unless the Board otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board or a provision in the rules of such committee to the contrary, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board.

5.2 Officers.

5.2.1 General. The Board may, from time to time, delegate to one or more Persons (including any Manager or Officer of the Company) such authority and duties as the Board may deem advisable. The Board may appoint Officers and assign titles (including Chairman of the Board, Chief Executive Officer, President, Vice President, Secretary, Assistant Secretary, Controller, Treasurer and Assistant Treasurer) to any individuals and delegate to such individuals certain authority and duties. Any number of titles may be held by the same individual.

5.2.2 Initial Officers. The Company's senior management team may consist of (i) a Chief Executive Officer ("CEO") who shall have general and active management of the business of the Company, as well as the power to negotiate for, approve and execute contracts, deeds and other instruments on behalf of the Company as are necessary and appropriate in the general management of the business of the Company or as are approved by the Board or any committee designated by the Board; (ii) a President ("President") who shall report to the CEO and perform such duties and have such powers as are prescribed by the Board; (iii) a Chief Financial Officer ("CFO") who shall have primary responsibility for financial and accounting matters and who shall report to the CEO and perform such other duties and have such powers as are prescribed by the Board or the CEO; (iv) a chief operating officer (the "COO") who shall have primary responsibility for the operations of the Company and who shall report to the CEO and perform such other duties and have such powers as are prescribed by the Board or the CEO and (v) such other Officers as may from time to time be designated by the Board in accordance with this Section 5.2 who shall perform such duties and have such powers as are appropriate and as prescribed by the Board or the CEO, in each case in accordance with and subject to the terms of this Agreement (the officers elected or appointed as provided herein being referred to as the "Officers," and each, an "Officer"). The Board may also specifically authorize other Officers to appoint the persons who shall hold such offices. The Officers shall oversee the day-to-day operations of the Company, and shall carry out the directives and policies of the Board.

5.2.3 Term. Each Officer shall serve at the pleasure of the Board until his or her death, resignation, or removal, or until his or her replacement is elected or appointed in accordance with this Section 5.2.

5.2.4 Compensation. The compensation of all Officers shall be fixed by the Board as set forth in their employment agreements, if any, or otherwise as determined by the Board. Officers may serve without compensation.

5.2.5 Removal. Subject to the provisions of any written employment agreement between the Company and any Officer, all Officers (regardless of how elected or appointed) may be removed, with or without cause, by the Board. Removal will be without prejudice to the rights, if any, of the Officer removed, but shall be effective notwithstanding any damage claim that may result from infringement of such rights.

5.3 Board's and Officers' Duties.

5.3.1 Notwithstanding any duty otherwise existing at law or in equity, but without limiting implied contractual covenant of good faith and fair dealing referenced in Section 18-1101(c) of the Act, it shall be the duty of each Manager and Officer to discharge his or her obligations as a Manager or Officer in a manner he or she reasonably believes to be in the best interests of the Company.

5.3.2 Each Manager and Officer may rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by him or her in good faith to be genuine and to have been signed or presented by the proper party or parties. In performing its duties under this Agreement, each Manager and Officer shall be entitled to rely on the provisions of this Agreement and on any information, opinion, report or statement, including any financial statement or other financial data or the records or books of account of the Company or any subsidiary of the Company, prepared or presented by any Manager, Officer, employee or agent of the Company or any such subsidiary, or by any lawyer, certified public accountant, appraiser or other person as to any matter within such Person's professional or expert competence, and any act taken or omitted to be taken in reliance upon any such information, opinion, report or statement as to matters that such Manager or Officer reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such information, opinion, report or statement.

5.3.3 Notwithstanding anything in this Agreement or the Act to the contrary (a) no Manager shall have any duty (including fiduciary duty) to any Member or any other Manager with respect to any of the following: (i) evaluating any distribution, any dissolution under Section 7.1 below, any Deemed Liquidation Event or any other event that results or may result in a distribution or a dissolution or winding up of the Company or any subsidiary of the Company, or taking or approving any action in connection with any of the foregoing; (ii) any failure to consider or evaluate any Member's tax position (or the tax position of the Company and its subsidiaries) whether individual or in relation to the tax position of any other Member, in connection with taking or approving any action; (iii) in connection with any Sale of the Company; or (iv) taking or failing to take, or electing not to take, any action or decision under Article VI of this Agreement; and (b) in connection with any transaction, or any action (or failure to act) of the Board, in which any Manager or Officer has or may be deemed to have any actual or potential conflicts of interest, no such Manager or Officer shall be required to prove, or bear the burden of proving, the fairness of such transaction or Board action (or failure to act).

5.3.4 The provisions of this Agreement, to the extent that they restrict the duties and liabilities of any such Persons otherwise existing at law or in equity, are agreed by the Members to modify such other duties and liabilities of such Persons. If any question should arise with respect to the operation of the Company, which is not otherwise specifically provided for in this Agreement or the Act, or with respect to the interpretation of this Agreement, the Board is hereby authorized to make a final determination with respect to any such question and to interpret this Agreement in such a manner as it shall deem, in its sole discretion, to be fair and equitable, and its determination and interpretations so made shall be final and binding on all parties.

5.3.5 Nothing in this Section 5.3 shall be deemed to limit the rights and protections of Managers and Officers under Section 5.5 and/or Section 5.6.

5.4 Voting Rights of Members.

5.4.1 General. On all matters submitted to Members for approval, each Class A Common Unit shall be entitled to one (1) vote.

5.4.2 Meetings of and Voting by Members. Meetings of the Members shall be conducted as provided below in this Section 5.4.

(a) A meeting of the Members may be called at any time by the Board or by those Members holding at least a majority (over 50 percent) of the voting power then held by Members. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Person calling the meeting. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the place, date, hour, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than a majority of the voting power then held by Members constitutes a quorum. When a quorum is present at any Members' meeting, the affirmative vote of the majority of Units present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the Members, except when a different vote is required by law or this Agreement. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney-in-fact.

(b) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding the voting power then held by Members that would be required for Members to take action under this Agreement. No written consent shall be effective to take such action unless within sixty (60) days of the earliest dated consent delivered in accordance with the Act, signed consents sufficient to take such action have been likewise delivered. If such consent is not unanimous, prompt notice shall be given to those Members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

(c) The Members may participate in any Members' meeting through the use of any means of conference telephones or similar communications equipment as long as all of the Members participating can hear one another throughout the meeting. A Member so participating is deemed to be present in person at the meeting.

(d) Every Member entitled to vote on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the Member and filed with the Board. A proxy shall be deemed signed if the Member's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, fax, electronic transmission or otherwise) by the Member or the Member's attorney-in-fact. A proxy may be transmitted by an oral telephonic transmission if it is submitted with information from which it may be determined that the proxy was authorized by the Member or the Member's attorney-in-fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Member executing it, before the vote pursuant to that proxy, by a writing delivered to the Company stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the Member executing the proxy; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the Company before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy.

5.5 Limitation on Authority and Duties of Members.

5.5.1 Members shall have no power to participate in the management of the Company except as expressly authorized by this Agreement or the Certificate of Formation. Unless expressly and duly authorized in writing to do so by the Board, no Member shall have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, or to render it liable for any purpose. This Section 5.5.1 supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Section 5.5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.5.2 Notwithstanding any duty otherwise existing at law or in equity, except to the extent of any limitation arising from the implied contractual covenant of good faith and fair dealing referenced in Section 18-1101(c) of the Act, but subject to the provisions of this Agreement, each Member, in its, his or her capacity as such, may act in the sole interests of such Member and such Member's Affiliates, and in such capacity shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of, or factors affecting, the Company or any other Members.

5.6 Exculpation; Indemnification; and Insurance.

5.6.1 Exculpation. No (a) Member, Manager or Officer, (b) shareholder, member or other holder of an equity interest of any Member, or (c) manager, officer or director of any of the foregoing, shall be liable to the Company or to any other Member for monetary damages for any losses, claims, damages or liabilities arising from any act or omission performed or omitted

by him, her or it and arising out of or in connection with this Agreement or the Company's business or affairs; provided, however, such act or omission (i) was taken in good faith and was within the scope of authority granted to such Person, (ii) was not attributable to such Member's or Person's fraud, gross negligence, bad faith, or willful misconduct, and (iii) was not a material breach of such Person's obligations under this Agreement. No shareholder, member or other holder of an equity interest in any Member, or manager, officer or director of any of the foregoing, shall be personally liable for the performance of any such Member's obligations of this Agreement.

5.6.2 Indemnification.

(a) Except as otherwise required by applicable law or by this Agreement, the Company shall indemnify and hold harmless each Member, Manager or Officer of the Company, and in the Board's discretion may indemnify any other Person, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that it, he or she is or was a Member, Manager, Officer, employee or other agent of the Company or that, being or having been such a Member, Manager, Officer, employee or agent, it, he or she is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "Indemnitee"), to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against any losses, liabilities, damages and expenses (including amounts paid for attorneys' fees, judgments, settlements, fines, excise taxes or penalties in connection with any threatened, pending or completed action, suit or proceeding) incurred or suffered by such Indemnitee by reason of the fact that such Indemnitee (i) is or was serving as a Manager or Officer of the Company or any of its subsidiaries, or is or was serving as an employee or agent of the Company or its subsidiaries or is or was serving at the request of the Company or its subsidiaries as a representative, officer, director, principal, member, employee or agent of another partnership, corporation, joint venture, limited liability company, trust or other enterprise, or (ii) is or was a Member, but, in each case, only to the extent not prohibited by applicable law; provided, that (unless the Board otherwise consents) no such Indemnitee shall be indemnified for any losses, liabilities, damages or expenses suffered that (i) are attributable to such Indemnitee's fraud, willful misconduct, gross negligence, or willful and material breach of this Agreement or (ii) arise from any action, suit or proceeding against a Member (in its capacity as such) for breach of this Agreement. The Company shall pay the expenses incurred by any such Indemnitee to the extent indemnifiable hereunder, as such expenses are incurred, in connection with any proceeding in advance of the final disposition, so long as the Company receives an undertaking by such Indemnitee to repay the full amount advanced if there is a final determination that such Indemnitee failed the applicable standards set forth above or that such Indemnitee is not entitled to indemnification as provided herein for other reasons.

(b) The right to indemnification and the advancement of expenses conferred in this Section 5.6.2 shall not be exclusive of any other right which any Indemnitee may have or hereafter acquire under any statute, agreement, vote of the Board or otherwise.

(c) Any indemnity under this Section 5.6.2 shall be paid solely out of and to the extent of the Company's assets and shall not be a personal obligation of any Member, and in no event will any Member be required to contribute additional capital to the Company to enable the Company to satisfy any obligation under this Section 5.6.2.

(d) The provisions of this Section 5.6.2 shall survive for a period of four (4) years from the date of dissolution of the Company; provided that, if at the end of such period there are any actions, proceedings or investigations then pending, any Indemnitee may so notify the Company and the other Members at such time (which notice shall include a brief description of each such action, proceeding or investigation and the liabilities asserted therein) and the provisions of this Section 5.6.2 shall survive with respect to each such action, proceeding or investigation set forth in such notice (or any related action, proceeding or investigation based upon the same or similar claim) until such date that such action, proceeding or investigation is finally resolved.

(e) The Company hereby acknowledges that certain Indemnitees (the "Specified Indemnitees") may have rights to indemnification and advancement of expenses provided by a Member or its Affiliates (directly or by insurance retained by such entity) (collectively, the "Member Indemnitors"). The Company hereby agrees and acknowledges that (i) it is the indemnitor of first resort with respect to the Specified Indemnitees, (ii) it shall be required to advance the full amount of expenses incurred by the Specified Indemnitees, as required by the terms of this Agreement (or any other agreement between the Company and the Specified Indemnitees), without regard to any rights the Specified Indemnitees may have against the Member Indemnitors and (iii) it irrevocably waives, relinquishes and releases the Member Indemnitors from any and all claims against the Member Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Member Indemnitors on behalf of the Company with respect to any claim for which the Specified Indemnitees have sought indemnification from the Company shall affect the foregoing and the Member Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Specified Indemnitee against the Company.

(f) If this Section 5.6 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnitee pursuant to this Section 5.6 to the fullest extent permitted by any applicable portion of this Section 5.6 that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.6.3 Insurance Coverage. During the existence of the Company, the Company shall obtain and maintain such insurance coverage (including directors' and officers' errors and omissions coverage) as the Board may require. All such insurance coverage shall be obtained through carriers, and shall be in such amounts, on terms, and with such deductibles as the Board may reasonably require. In addition, upon the liquidation of the Company, and prior to any distributions in such liquidation, the Company shall purchase so-called "tail coverage" for directors and officers errors and omissions coverage, prepaid for a period of four (4) years, on the terms approved by the Board.

5.7 Other Ventures. The Members: (a) acknowledge that certain Members, Managers, Officers and their respective Affiliates, as well as certain of their respective clients are or may be involved in other business, financial, investment and professional activities; and (b) agree that, subject to the confidentiality provisions set forth in Section 8.4, each Member, Manager, Officer and their Affiliates, as well as their respective clients, may engage for their own accounts and for the accounts of others in any such ventures and activities. Without otherwise limiting this Section 5.7, (a) neither the Company nor any Member shall have any right, by virtue of this Agreement or the existence of the Company, in and to such ventures or activities or to the income or profits derived therefrom, and the Company and the Members expressly renounce any interest or expectancy in, or in being offered an opportunity to participate in, any such ventures or activities or related business opportunities; and (b) none of the Members, Managers, Officers or their Affiliates, nor their respective clients, shall have any duty or obligation to make any disclosures, opportunities or reports to the Members or the Company with respect to any such ventures, activities or opportunities, nor shall any of them be liable to the Company or any other Member for breach of any fiduciary or other duty relating to any such ventures, activities or opportunities. No amendment or repeal of this Section 5.7 shall apply to or have any effect on the liability or alleged liability of any Person for or with respect to any matters arising prior to such amendment or repeal. For the avoidance of doubt, the provisions of this Section 5.7 shall have independent effect with respect to, and shall not be construed as being in lieu of or otherwise limiting, any separate obligations of any Person under any existing agreement between such Person and the Company and/or its subsidiaries, including any agreement related to any noncompetition, nonsolicitation, confidentiality or other restrictions on the activities or operations of such Person.

ARTICLE VI TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS

6.1 No Transfer or Voluntarily Withdrawal.

6.1.1 Except for Permitted Transfers, no Member may Transfer all or any portion of its Interest, or voluntarily withdraw or otherwise resign or retire from the Company, other than in accordance with the provisions of this Article VI.

6.1.2 Notwithstanding anything in this Agreement to the contrary, no Bron Security may be Transferred by any Person without the prior written consent of the Company; provided, however, that Transfers of Bron Securities to an Affiliate of such transferring Person shall not require the prior written consent of the Company under this Section 6.1.2, provided that (a) such Transfer would not (either alone or together with any or all other Permitted Transfers by such Persons or its Affiliates) result in the Person(s) Controlling such transferring Person on the Effective Date to cease to control such transferring Person, and (y) such Affiliate has not been formed solely for the purpose of engaging in a Transfer that would not require the written consent of the Company under this Section 6.1.2 (provided further, however, that any event which severs the applicable Affiliate relationship shall be deemed to be a Transfer subject to the written consent of the Company required by this Section 6.1.2).

6.2 Right of First Offer.

6.2.1 Except for Permitted Transfers, if a Capital Member desires to Transfer any or all of such Member's Units (the "Offered Interests") and such Member the "Transferor") to another Person, the proposed Transferor shall first send notice of such Person's intention to Transfer such Offered Interests (the "Offer Notice") to the Company and the other Capital Members. Each Offer Notice shall contain an offer to sell the Offered Interests and shall set forth (i) the number of Offered Interests, (ii) the price at which such Offered Interests are offered (the "Offer Price"), (iii) the identity of the proposed transferee, and (iv) the material terms and conditions of purchase offered by such Transferor (the "Terms"). The Company shall cooperate and make available to each recipient of an Offer Notice sufficient information (which information shall be subject to a confidentiality agreement) to enable a reasonable purchaser to evaluate the Offer Price and the Terms. Any purchase by the Company or the Capital Members pursuant to this Section 6.2.1 shall be upon the same terms and conditions specified in the Offer Notice.

6.2.2 With respect to any Transfer by any Capital Member (other than Permitted Transfers), the Company and the Capital Members shall have a right of first refusal to purchase all or any part of the Offered Interests. The Company shall have the initial opportunity to purchase all or any part of the Offered Interests. If the Company desires to purchase all or any part of the Offered Interests, the Company must, within the twenty (20) day period (the "Company Refusal Period") commencing on the date of the Company's receipt of the Offer Notice, give written notice to the Transferor of the Company's election to purchase some or all of the Offered Interests. Within fifteen (15) days after expiration of the Company Refusal Period, the Company will give written notice (the "Company's Expiration Notice") to the Transferor and to the Capital Members specifying either (i) that all or a portion of the Offered Interests are to be purchased by the Company or (ii) that the Company waived its right of first refusal with respect to all or some of the Offered Interests. Notwithstanding any failure by the Company to deliver a Company's Expiration Notice, a failure by the Company to exercise its right of first refusal within the Company Refusal Period shall be deemed a waiver of such right, however such failure shall not affect the Capital Members' right of first refusal. To the extent the Company does not purchase some or all of the Offered Interests, the Capital Members shall have the opportunity to purchase the remaining Offered Interests. If any such Capital Member desires to purchase some or all of the remaining Offered Interests, such Capital Member must, within a fifteen (15) day period (the "Unitholder Refusal Period") commencing on earlier of the date of (A) the Company's Expiration Notice or (B) the thirty-fifth (35th) day after the Offer Notice, give written notice ("Unitholder Notice") to the Transferor and to the Company of such Capital Member's election to purchase some or all of the Offered Interests. A failure by a Capital Member to exercise its right of first refusal within the Unitholder Refusal Period shall be deemed a waiver of such right. The Offered Interests shall be allocated among the Capital Members electing to purchase such Offered Interests on a pro rata basis, calculated based on the number of Common Units then held by all participating Capital Members (calculated on an as-converted and exercised basis). During the ten (10) day period commencing after the Unitholder Refusal Period, each Capital Member who purchased all Offered Interests available to him, her or it may, by giving written notice to the Company, elect to purchase or acquire, in addition to the number of Offered Interests specified above, up to that portion of the Offered Interests that Capital Members were entitled to purchase but that were not subscribed for by the Capital Members which is equal to the proportion that the Common Units then held by such Capital Member (calculated on an as-converted and exercised basis) bears to the Common Units then held by all Capital Members (calculated on an as-converted and exercised

basis) who wish to purchase such unpurchased Offered Interests (calculated on an as-converted and exercised basis).

6.2.3 If the Company or the Capital Members have not elected to purchase all or part of the Offered Interests, then the Transferor may transfer that portion of the Offered Interests proposed to be sold by the Transferor, to any proposed transferee named in the Offer Notice, at the Offer Price or at a higher price, provided that such Transfer (a) is consummated within ninety (90) days after the date of the Offer Notice and (b) is in accordance with all the terms of this Agreement. If the Offered Interests are not so transferred during such ninety (90) day period, then the Transferor may not transfer any of such Offered Interests without complying again in full with the provisions of this Section 6.2.

6.3 Co-Sale Rights.

6.3.1 Exercise of Right. If any Offered Interests are not purchased pursuant to Section 6.2 above and thereafter are to be Transferred to a transferee, each respective Capital Member may elect to exercise a right of co-sale and participate on a pro rata basis in the sale of the Offered Interests as set forth in Section 6.3.2 below and otherwise on the same terms and conditions specified in the Offer Notice. Each Capital Member who desires to exercise its right of co-sale (each, a “Participating Investor”) must give the Transferor written notice to that effect within fifteen (15) days after the expiration of the Unitholder Refusal Period, and upon giving such notice such Capital Member shall be deemed to have effectively exercised the right of co-sale.

6.3.2 Units Includable. Each Participating Investor who timely exercises such Member’s right off co-sale by delivering the written notice provided for above in Section 6.3.1 may include in the proposed sale of the Offered Interests all or any part of such Member’s Units equal to the product obtained by multiplying (i) the aggregate number of Offered Interests subject to the proposed Transfer (excluding Offered Interests purchased by the Company or the Participating Investors pursuant to Section 6.2) by (ii) a fraction, the numerator of which is the number of Common Units owned by such Participating Investor (calculated on an as-converted and exercised basis) immediately before consummation of the proposed sale and the denominator of which is the total number of Common Units owned, in aggregate, by all Capital Members (calculated on an as-converted and exercised basis) immediately prior to the consummation of the proposed transfer. To the extent one or more of the Participating Investors exercise such right of participation in accordance with the terms and conditions set forth herein, the number of Units that the Transferor may sell in the proposed Transfer shall be correspondingly reduced. Each Participating Investor may condition any conversion or exercise of Preferred Units, Options and Convertible Securities upon the consummation of such proposed Transfer.

6.3.3 Purchase and Sale Agreement.

(a) The Participating Investors and the Transferor agree that the terms and conditions of any proposed Transfer in accordance with Section 6.3 will be memorialized in, and governed by, a written purchase and sale agreement with the prospective transferee (the “Purchase and Sale Agreement”) with customary terms and provisions for such a transaction, and the Participating Investors and the Transferor further covenant and agree to enter into such

Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Section 6.3.

(b) Notwithstanding anything to the contrary herein, in connection with exercising its right of co-sale and entering into a Purchase and Sale Agreement, (i) no Participating Investor will be required to make affirmative representations or warranties except as to such Member's due organization, if applicable, due power and authority, non-contravention, absence of litigation and ownership of Units, free and clear of all liens, (ii) the Participating Investors may be severally obligated to join on a pro rata basis (based on the amount by which each Member's share of the aggregate proceeds paid with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Members been reduced by the amount of such indemnity) in any indemnification obligation agreed to by the Transferor in connection with such sale, except that each Participating Investor may be fully liable for obligations that relate specifically to such Participating Investor, such as indemnification with respect to representations and warranties given by such Participating Investor regarding such Participating Investor's title to and ownership of Units; provided that no Participating Investor shall be obligated in connection with such sale to agree to indemnify or hold harmless the transferees with respect to an amount in excess of the consideration to which such Participating Investor is entitled in such sale, or to make indemnity payments in excess of the proceeds paid to such Participating Investor in connection with such sale; provided further, that any escrow of proceeds of any such transaction shall be withheld on a pro rata basis among the Transferor and all Participating Investors (based on the amount by which each such Member's share of the aggregate proceeds otherwise payable with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Members been reduced by the amount placed in escrow); and (iii) no Participating Investor shall be required to enter into any restrictive covenants, including any nonsolicitation or noncompetition covenants.

(c) Each Participating Investor shall pay its pro rata share (based on the amount by which each Participating Investor's share of the aggregate proceeds paid with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Participating Investor been reduced by the amount of such expenses) of the expenses incurred by the Transferor in connection with such Transfer (including by reducing the portion of the consideration to which such Participating Investor would be entitled in such right of co-sale).

(d) Upon the consummation of a sale Units under this Section 6.3, (i) each Participating Investor will receive the same form of consideration for its Units of such class or series as is received by other Members in respect of their Units of such same class or series in such sale, and (ii) each Participating Investor shall receive the amount that would be distributed to such Member in the event that proceeds of such sale of Units were distributed in accordance with Section 4.4.1.

6.4 Transferee's Rights. A Transfer of a Unit permitted pursuant to this Article VI shall be effective as of the date of assignment and compliance with the conditions to such Transfer and such Transfer shall be shown on the books and records of the Company. Profits, Losses and other Company items shall be allocated between the transferor and the transferee according to Section 706 of the Code. Distributions made before the effective date of such Transfer shall be paid to the transferor, and distributions made after such date shall be paid to the transferee. A

transferee who has been admitted as a Member as provided in Section 3.1 and in accordance with this Article VI shall have all rights and powers, and be subject to all the restrictions, of a Member under this Agreement holding the same Units transferred thereto.

6.5 Drag-Along Rights.

6.5.1 If (i) the Board, acting by a majority; and (ii) the holders Units representing at least fifty percent (50%) of the outstanding Class A Common Units, calculated on an as-converted basis (the Members so approving, collectively, the "Selling Members") approve a Sale of the Company and the Board elects to exercise the provisions of this Section 6.5 (making such transaction an "Approved Sale"), each Member shall vote for, consent to and raise no objections against such Approved Sale, so long as such Approved Sale complies with this Section 6.5. If the Approved Sale is structured as a (x) merger or consolidation, each Member shall waive any dissenters rights, appraisal rights or similar rights in connection with such merger or consolidation or (y) sale of Units, each holder of Units shall agree to sell all of his, her or its Units and rights to acquire Units on the terms and conditions approved by the Board and the Selling Members. The Company and each Member shall take all necessary or desirable actions in connection with the consummation of the Approved Sale as requested by the Board, including executing all agreements, documents and instruments in connection therewith in the form presented by the Board.

6.5.2 The obligations of the Members with respect to the Approved Sale are subject to the satisfaction of the following conditions: (i) the consideration payable upon consummation of such Approved Sale to all Members shall be solely cash and/or marketable securities, (ii) the consideration payable to any Member shall be reduced by the aggregate principal amount plus all accrued and unpaid interest on any indebtedness of any such Member to the Company, and (iii) each Member shall receive as a result of such Approved Sale the amount that would be distributed to such Member in the event that proceeds of such Approved Sale were distributed in accordance with Section 4.4.1. If any Members are given an option as to the form and amount of consideration to be received with respect to its Units, each other Member shall be given the same option with respect to its Units of the same class or series (in proportion to the respective amounts of each class or series of security that such Member owns or has the right to acquire, but with identical economic rights or preferences subject to any ownership interest or voting interest thresholds for such rights or preferences).

6.5.3 Notwithstanding anything to the contrary herein, in connection with an Approved Sale, (i) no Member will be required to make affirmative representations or warranties except as to such Member's due organization, if applicable, due power and authority, non-contravention, absence of litigation and ownership of Units, free and clear of all liens, (ii) the Members may be severally obligated to join on a pro rata basis (based on the amount by which each Member's share of the aggregate proceeds paid with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Members been reduced by the amount of such indemnity) in any indemnification obligation agreed to by the Board in connection with such Approved Sale, except that each Member may be fully liable for obligations that relate specifically to such Member, such as indemnification with respect to representations and warranties given by such Member regarding such Member's title to and ownership of Units; provided that no Member shall be obligated in connection with such Approved Sale to agree to

indemnify or hold harmless the acquirors with respect to an amount in excess of the consideration to which such Member is entitled in such Approved Sale, or to make indemnity payments in excess of the proceeds paid to such Member in connection with such Approved Sale; provided further, that any escrow of proceeds of any such transaction shall be withheld on a pro rata basis among all Members (based on the amount by which each such Member's share of the aggregate proceeds otherwise payable with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Members been reduced by the amount placed in escrow); and (iii) no Member shall be required to enter into any restrictive covenants, including any nonsolicitation or noncompetition covenants.

6.5.4 In the event that the Selling Members, in connection with such Sale of the Company, appoint a member representative (the "Member Representative") with respect to matters affecting the Members under the applicable definitive transaction agreements following consummation of such Sale of the Company, then each Member agrees (x) to consent to (i) the appointment of such Member Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Member's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Member Representative in connection with such Member Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Members, and (y) not to assert any claim or commence any suit against the Member Representative or any other Member with respect to any action or inaction taken or failed to be taken by the Member Representative in connection with its service as the Member Representative, absent fraud or willful misconduct.

6.5.5 Each Member to this Agreement hereby constitutes and appoints as the proxy of such Member and hereby grants a power of attorney to each of the Chief Executive Officer of the Company and a designee of the Board, with full power of substitution, with respect to votes or consents regarding any Approved Sale pursuant to this Section 6.5 and for no other purpose, and hereby authorizes each of them to represent and to vote or consent, if and only if the Member (1) fails to vote or consent or (2) attempts to vote or consent (whether by proxy, in person or by written consent) in a manner which is inconsistent with the terms of this Agreement, all of such Member's Units in favor of approval of any Approved Sale pursuant to and in accordance with the terms and provisions of this Section 6.5 and to take any action necessary to effect such Member's obligations under this Section 6.5. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the Members in connection with the respective rights, restrictions and obligations contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Section 6.5 terminates or is no longer in effect. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Units with respect to any of the matters set forth in Section 6.5 and shall not hereafter, unless and until this Agreement terminates, purport to grant any other proxy or power of attorney with respect to any of the Units, deposit any of the Units into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote or consent, grant any proxy or give instructions with respect to the voting of, or on authorizing consents with respect to, any of the Units, in each case, with respect to any of the matters set forth in Section 6.5.

6.6 Unauthorized Transfers. Any Transfer by any direct or indirect beneficial owner of any interest in a Unit or other interest in the Company in contravention of this Agreement, or which would cause the Company to not be treated as a partnership for U.S. federal income tax purposes (each, an “Unauthorized Transfer”), shall be void *ab initio* and ineffectual and shall not bind or be recognized by the Company or any other party, unless otherwise approved by the Board in its sole discretion. The transferee under any purported Transfer by a Member that does not comply with this Agreement will acquire no title or ownership thereby but will hold such Interest for the benefit of the other Members, unless and only to the extent determined by the Board in its sole discretion. Notwithstanding anything to the contrary in this Agreement, in the event of any Unauthorized Transfer, in addition to any remedies that may be available at law, in equity or otherwise under this Agreement, the Company, acting through the Board, shall have the right (a) to conclude definitively for all purposes under this Agreement or otherwise that any actual or purported holder of such Units or other interests is a mere assignee as contemplated by Section 18-702(b) of the Act, and that neither the purported transferor nor the purported transferee thereafter will be entitled to exercise any rights or powers of a Member in respect of such Units or other Interests, and/or (b) to purchase all or any Units or other Interests in the Company that are the subject of an Unauthorized Transfer at fair market value determined by the Board in good faith (which value may include reasonable “control” or “liquidity” discounts), which purchase right (i) must be exercised (if at all) within six months of the Board’s first discovery of a purported Unauthorized Transfer, (ii) may be assigned by the Company, in whole or in part, ratably to the Members holding Units who did not seek to effect such Unauthorized Transfer and/or (iii) if exercised, shall be payable in cash or, in the case of any full or partial exercise by the Company, either in whole or in part with an unsecured subordinated promissory note of the Company, which unsecured subordinated promissory note shall (x) bear interest at the applicable federal rate (which shall be payable annually in cash unless otherwise prohibited by applicable law or the Company’s or its subsidiaries’ financing arrangements), (y) have the principal balance due on the first to occur of (1) five years from the date of issuance of such promissory note, (2) a Sale of the Company or (3) a Deemed Liquidation Event, and (z) be unsecured and subordinated and junior to all financing arrangements of the Company and/or its subsidiaries.

6.7 Additional Restrictions on Transfer.

6.7.1 Each transferee of Units or other interests in the Company shall, as a condition prior to such Transfer, execute and deliver to the Company a counterpart to this Agreement pursuant to which such transferee shall agree to be bound by the provisions of this Agreement and all other agreements required at such time by the Board.

6.7.2 Notwithstanding any other provisions of this Article VI, no Transfer of Units or any other interest in the Company may be made:

(a) unless in the opinion of counsel (who may be counsel for the Company), satisfactory in form and substance to the Board and counsel for the Company (which opinion may be waived, in whole or in part, at the discretion of the Board), such Transfer would not violate any federal securities laws or any state or provincial securities or “blue sky” laws (including any investor suitability standards) applicable to the Company or the Unit or other interest to be Transferred, or cause the Company to be required to register as an “Investment

Company” under the U.S. Investment Company Act of 1940, as amended. Such opinion of counsel shall be delivered in writing to the Company prior to the date of the Transfer;

(b) if such Transfer, by itself or in combination with any other previous Transfers, would, in the reasonable, good faith determination of the Board, result in the Company being treated as a publicly traded partnership under Section 7704 or cause any other adverse tax consequences to the Company or the Members;

(c) if such Transfer would be a violation of or a default (or an event that, with notice or the lapse of time or both, would constitute a default) under, or result in an acceleration of any indebtedness under, any note, mortgage, loan agreement or similar instrument or document to which the Company is a party; or

(d) if such Transfer is to an individual who is not legally competent or who has not achieved his or her majority under the law of the applicable state (excluding trusts for the benefit of minors).

6.7.3 In the event that a Transfer (including a Permitted Transfer) would result in a transfer of Units from one Member to multiple transferees, the Company may require that one or more trustees or nominees be designated to represent all or a portion of the transferred Units for the purpose of voting of the Units, exercising rights under this Agreement, receiving notices or information from the Company, or receiving payments or distributions which may be made under this Agreement.

6.7.4 The Company may require any Member making a Transfer (including a Permitted Transfer) to pay the reasonable legal fees and other out of pocket expenses incurred by the Company in connection therewith.

6.7.5 In order to permit the Company to qualify for the benefit of a “safe harbor” under Code Section 7704, notwithstanding anything to the contrary in this Agreement, no Transfer of any Unit or economic interest shall be permitted or recognized by the Company or the Board (within the meaning of Regulation Section 1.7704-1(d)) if and to the extent that such Transfer would cause the Company to have more than 100 partners (within the meaning of Regulation Section 1.7704-1(h), including the look-through rule in Regulation Section 1.7704-1(h)(3)).

6.8 Termination of Transfer Restrictions. The provisions of this Article VI shall be of no further force and effect following the consummation of a Sale of the Company.

6.9 Conversion to Corporation. At any time after the Effective Date, upon approval of the Board, the Company shall be converted (by merger, consolidation, share exchange, transfer of assets or equity or otherwise, as determined by the Board) into a newly formed corporation so as to convert the Company to a corporation, which shall be a Subchapter C corporation for income tax purposes. No consent of the Members shall be required for such conversion. Such corporation shall have a certificate of incorporation and bylaws which the Board determines are customary for corporations comparable to the Company at the time, preserving to the greatest extent possible, the relative voting rights, distribution rights, liquidation rights and other rights, preferences and privileges that exist with respect to the Preferred Units and Class A Common Units. The outstanding equity capitalization of the corporation upon consummation of such conversion shall,

to the fullest extent possible, be identical to that of the Company immediately prior to such conversion. Upon such conversion, the provisions of this Agreement shall be embodied in a stockholders agreement, which all of the Members agree to execute, and in connection therewith each Member agrees to take any additional actions and execute any other documents reasonably requested by the Board in connection with any such conversion, including (a) executing the aforementioned stockholders agreement or other similar documents with respect to their equity interests in the corporation resulting from such corporate conversion, and (b) any such action necessary or desirable to achieve the federal or other tax effect of such conversion as may be approved by the Board. Each Member shall be provided with copies of all documents required to be executed by the Members and shall comply with the provisions set forth in such definitive documents. For purposes of facilitating any corporate conversion, each Member agrees to deliver to the Company, at the Board's request prior to such conversion, all Unit Certificates or other documents, if any, evidencing such Member's Units, together with all certificates, instruments or other documents reasonably required by the Board to evidence the assignment of such Units in connection therewith.

6.10 Partition. No Member shall have the right to partition any assets of the Company or any interest therein, nor shall a Member make application or proceeding for a partition thereto and, upon any breach of the provisions of this Section 6.10 by a Member, the other Members (in addition to all rights and remedies afforded by law or equity) shall be entitled to a decree or order restraining or enjoining such application, action or proceeding.

ARTICLE VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

7.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

- (a) upon unanimous approval of the Board;
- (b) the entering of a decree of judicial dissolution under the Act; or
- (c) the sale of all or substantially all of the assets of the Company (regardless of the consideration received in exchange therefor).

7.2 Procedure for Winding Up and Dissolution. Upon the occurrence of any event specified in Section 7.1, the Company will continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Board or a Person designated thereby will be responsible for overseeing the winding up and liquidation of the Company, will take full account of the liabilities of the Company and its assets, will either cause its assets to be sold or distributed and, if sold, as promptly as is consistent with obtaining the fair market value thereof, and will cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 7.3. The Person(s) winding up the affairs of the Company will give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Person(s) winding up the affairs of the Company will be entitled to reasonable compensation for such services.

7.3 Payment of Liabilities and Liquidating Distributions Upon Dissolution. After determining that all known debts and liabilities of the Company in the process of winding up, including debts and liabilities to Members who are creditors of the Company and expenses of liquidation, have been paid or adequately provided for, the remaining assets will be distributed to the Members in accordance with Section 4.4.1.

7.4 Filing of Certificate of Cancellation. Following the completion of the dissolution and winding up of the affairs of the Company in accordance with this Article VII and applicable law, the Person(s) winding up the affairs of the Company shall promptly file a Certificate of Cancellation with the Delaware Secretary of State.

7.5 Rights of Members. Except as otherwise provided in this Agreement: (i) each Member will look solely to the assets of the Company for the return of its investment and shall have no right or power to demand or receive property other than cash from the Company; and (ii) if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of each Member, such Members will have no recourse against other Members for indemnification, contribution or reimbursement.

ARTICLE VIII BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

8.1 Books and Records; Accounting Period.

8.1.1 Book and Records. The Officers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, without limitation, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Certificate of Formation and this Agreement and all amendments thereto; a current list of the names and last known business, residence, or mailing addresses of all Members, and the Company's federal, state and local tax returns.

8.1.2 Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Board, subject to the requirements and limitations of the Code.

8.2 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Board shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.3 Taxes and Reports.

8.3.1 Tax Matters Partner. [Bryan Wolf] shall be the Company's "tax matters partner" (as defined in Code Section 6231 under TEFRA that is effective for the Company's tax returns filed for taxable years beginning before January 1, 2018) ("Tax Matters Partner"). For

taxable years beginning on or after January 1, 2018, the Board shall designate such Tax Matters Partner as the “partnership representative” (within the meaning of Code Section 6223 enacted under the Budget Act that is effective for the Company’s tax returns filed for taxable years beginning on or after January 1, 2018). The Tax Matters Partner shall have all powers and responsibilities provided in the Code. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Tax Matters Partner shall not be entitled to compensation for performing its duties, but the Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Partner shall cause the Company, to the maximum extent possible, to elect the application of Code Section 6226, as amended by the Budget Act (and all Treasury Regulations and IRS pronouncements issued thereunder), with respect to an “imputed underpayment” of the Company or any subsidiary thereof in accordance with the procedures and requirements of such section and appropriately taking into account each Member’s Interest in such audited taxable year. If such election cannot be made, then the Members and Tax Matters Partner shall work together in good faith to determine the manner in which such “imputed underpayment” and any associated interest, penalties, adjustments to tax, and other costs are borne by the Members. For the purposes of the foregoing two sentences, the term “Member” shall also include a former Member for the audited taxable year. Unless otherwise determined by the Board, the Company shall not elect to accelerate the effective date of the amendments made by section 1101 of the Budget Act with respect to the Company. The Tax Matters Partner shall serve in a similar capacity with respect to any similar tax related or other election provided by state or local laws. The Tax Matters Partner may not compromise any dispute with the Internal Revenue Service without Board consent.

8.3.2 Tax Elections. The Tax Matters Partner shall, subject to Section 8.3.1, have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The Company shall be treated as a partnership for U.S. federal income tax purposes (and applicable state and local tax purposes), and no election shall be made to the contrary.

8.3.3 Financial Information.

(a) No Member shall be entitled to obtain any information relating to the Company, any of its subsidiaries or any other Member under Section 18-305 of the Act, this Agreement or otherwise, other than as expressly provided in this Section 8.3.3, and, to the extent a Member is so entitled to such information, such Member shall be subject to the provisions of Sections 8.3.3(c) and 8.4.

(b) Within one hundred and twenty (120) days after the end of each fiscal year of the Company, the Managers shall cause to be sent to each Person who was a Member at any time during the fiscal year then ended, that tax information concerning the Company which is necessary for preparing the Member’s income tax returns for that year.

(c) The Members agree to hold all information with respect to the Company received pursuant to this Section 8.3.3 in confidence, and not to use or disclose any of

such information to any third party, except to the extent such information may be made publicly available by the Company; provided, however, that a Member may provide the financial results of the Company to (i) their accountants and attorneys and (ii) their limited partners, institutional lenders, if any, or Affiliates, but such Member shall inform such third parties of their obligation to keep such information confidential and shall be responsible for any breach of confidentiality by such third party.

8.4 Confidentiality; Proprietary Information. Each Member acknowledges and agrees that, from time to time, it may receive information from or regarding the Company in the nature of trade secrets or confidential or proprietary information (collectively, "Proprietary Information"). Each Member hereby covenants and agrees to treat and hold as confidential any and all Proprietary Information, and to refrain from using or disclosing (or aiding others in using or disclosing) any and all such Proprietary Information; provided, however, that Proprietary Information shall not include information generally available to the public (other than as a result of disclosure by a Member, its agents or representatives). In the event that any Member is required in any legal proceeding (including, without limitation, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Proprietary Information, such Member shall notify the Company promptly of the request or requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions hereof.

ARTICLE IX GENERAL PROVISIONS

9.1 Title to Company Property. Except as provided in the next sentence of this Section 9.1, all real and personal property acquired by the Company shall be acquired and held by the Company in its name. The Board may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Board may cause title to be acquired and held in its name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company, and all of that property shall be treated as Company property.

9.2 Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Board deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.3 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication required or permitted under this Agreement must be in writing and shall be deemed duly given or made (i) when personally delivered to the intended recipient (or an officer of the intended recipient) or when sent by facsimile or electronic delivery; (ii) on the business day after the date sent when sent by nationally recognized overnight courier service (but only if sent for "next day" delivery); or (iii) five (5) days after it is sent by registered or certified mail, return receipt requested, postage prepaid. Any Notification to be given hereunder by the Company shall be given by or under authority granted by the Board. A Notification must be addressed to a Member at the Member's last known address on the records of the Company. A Notification to

the Company must be addressed to the Company's registered office. Any party may designate, by Notification to all of the others, substitute addresses or addressees for Notifications; and, thereafter, Notifications are to be directed to those substitute addresses or addressees.

9.4 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy such injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured shall be entitled to seek (in addition to any other remedies which may be available to that party) one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.5 Entire Agreement; Amendment; Waiver; Consent. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written. Subject to Section 3.1.1, no amendment, modification or waiver of this Agreement shall be binding unless approved in writing by the Company and the holders of a majority of the then outstanding Units calculated (if applicable) on an as-converted basis, or in the case of a waiver, by the party for whom such benefit was intended. For the avoidance of doubt, it is agreed that the right of first offer set forth in Section 3.3.4 may be waived in accordance with Section 3.3.4(c), without the need for any further approvals under this Section 9.5, notwithstanding the fact that certain Capital Members may nonetheless, by agreement with the Company, purchase securities in such transaction. Any amendment, termination, or waiver effected in accordance with this Section 9.5 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided in writing. With respect to any action or event requiring prior consent by a party (or parties) or the Board (or any committee thereof) pursuant to the provisions herein, such action or event may be ratified by the party (or parties) or the Board (or any committee thereof) required to provide such consent after the occurrence of such action or event with the full force and effect of a consent delivered prior to such action or event (so long as such ratification is otherwise delivered in the same manner and methods as required by such consent pursuant to this Agreement, other than with respect to the time of delivery of such consent). Any consent or ratification delivered by a party, a member of the Board or any committee thereof pursuant to this Agreement via electronic mail shall suffice as delivery by written consent or ratification, as applicable.

9.6 Applicable Law; Arbitration. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflict of laws, and the rights, duties, and obligations of the Members shall be as stated in the Act except as provided herein. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Los Angeles, California and shall be conducted by a single arbitrator. The arbitrator(s) shall allow the parties to conduct an amount of discovery deemed reasonable by

the arbitrator. Notwithstanding the foregoing, any party hereto may seek injunctive or other equitable relief from any state or federal court located in Los Angeles, California. The parties shall maintain the confidential nature of any arbitration proceeding instituted pursuant to this Section 9.6 and any award rendered by the arbitrator(s) pursuant thereto, except as may be necessary in connection with the judicial enforcement of any such award, or unless otherwise required by law or judicial decision. In any arbitration or litigation proceeding among the parties hereto related to the subject matter of this Agreement, the non-prevailing party (or parties) shall pay the reasonable legal fees and expenses of the prevailing party, in addition to such other damages as may be awarded, and the arbitrator(s) award shall include an order requiring the non-prevailing party (or parties) to pay such fees and expenses.

9.7 Waiver of Jury Trial. To the extent not prohibited by applicable law that cannot be waived, each party hereby waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, action or cause of action arising in whole or in part under, related to, based on or in connection with this Agreement or the subject matter hereof, whether now existing or hereafter arising and whether sounding in tort or contract or otherwise. Any party hereto may file an original counterpart or a copy of this Section 9.7 with any court as written evidence of the consent of each such party to the waiver of its right to trial by jury.

9.8 Word Meanings; Headings. In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.9 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9.10 Successors; No Third-Party Rights. This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, no rights or obligations of a Member will be assignable and any purported assignments not so permitted will be void *ab initio*. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 9.10.

9.11 Interpretation. Each party hereto has been represented by legal counsel in connection with the negotiation and drafting of this Agreement. Each party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

9.12 Severability. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. If one or more provisions hereof will be declared invalid or

unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes hereof. The parties further agree to replace such void or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

9.13 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur via facsimile or via electronic delivery), each of which shall be binding as of the date first written above, and each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9.14 Expenses. The parties will bear all of their own fees and expenses, including, without limitation, fees and expenses of counsel, in connection with the negotiation, preparation and delivery of this Agreement.

9.15 Covenant to Obtain Spouse's Signature. Each Member who is a natural Person shall cause such Member's spouse to execute a spousal counterpart signature page to this Agreement in a form reasonably acceptable to the Board. If a Member who is a natural Person and who is not married as of the date such Person becomes a Member should ever marry or is married as of the date such Person becomes a Member and becomes divorced and then remarries, as the case may be, during the term of this Agreement, then such Member covenants and agrees that he or she shall use commercially reasonable efforts to cause such Member's spouse to execute a spousal counterpart signature page to this Agreement in a form acceptable to the Board. Any spouse of a Member that executes this Agreement is doing so solely to evidence such spouse's consent and agreement to take such actions as may be necessary to comply with the applicable provisions of this Agreement.

9.16 Counsel to Company. Each party acknowledges that Latham & Watkins, LLP ("LW") has acted solely as counsel to the Company in connection with the negotiation of this Agreement, the other agreements referenced herein and the transactions contemplated hereby and thereby. LW may have, may now, or may from time to time in the future represent or perform services for other parties hereto or their Affiliates in matters unrelated to this Agreement. The applicable rules of professional conduct require that LW inform the parties hereunder of this representation and obtain their consent. LW has served as counsel to the Company and has negotiated the terms hereof solely on behalf of the Company. Each other party has the right to be represented by independent counsel in connection herewith or with the conflict waiver provided herein. Each party (a) acknowledges that the terms of this Agreement were negotiated among the Members and the Company and are fair and reasonable; (b) acknowledges that they have had an opportunity to ask for and obtain information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; and (c) gives its informed consent to LW's representation of Company in connection herewith.

(remainder of page intentionally left blank)

**COMPANY SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the "Agreement") to which this signature page is attached and agrees to be bound by the Agreement effective as of the Effective Date. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

MEDIA RES STUDIO, LLC

By:

Name:

Title:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as a Member of Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the "Agreement") to which this signature page is attached and agrees to be bound by the Agreement effective as of the later of the Effective Date or such Member's acquisition of Units. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

BRON VENTURES 1 LLC

By:

Name:

Title:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

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BDF PRODUCTIONS, INC.

By:

Name: Michael Ellenberg
Title: Authorized Signatory

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

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FILMWORKS, INC.

By:

Name:

Title:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as a Member of Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the "Agreement") to which this signature page is attached and agrees to be bound by the Agreement effective as of the later of the Effective Date or such Member's acquisition of Units. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

ZIFFREN BRITTENHAM LLP

By:

Name: Bryan Wolf

Title: Authorized Signatory

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as a Member of Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the “Agreement”) to which this signature page is attached and agrees to be bound by the Agreement effective as of the later of the Effective Date or such Member’s acquisition of Units. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

DAVID HORNIK

By:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as a Member of Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the “Agreement”) to which this signature page is attached and agrees to be bound by the Agreement effective as of the later of the Effective Date or such Member’s acquisition of Units. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

ADAM WERGELES

By:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as a Member of Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the “Agreement”) to which this signature page is attached and agrees to be bound by the Agreement effective as of the later of the Effective Date or such Member’s acquisition of Units. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

INDIVIDUALS

ENTITIES

Print Name of Member

Print Name of Member

Signature

By:

Signature

Name:

Title:

Exhibit A

Member Register

[separately attached]

EXHIBIT B

**Form Of
Payoff Letter**

Bron Media Corp.
5542 Short Street
Burnaby, BC V5J 1L9

Payoff Letter

October [29], 2021

Media Res Studio, LLC
6255 Sunset Blvd., Suite 680
Los Angeles, California, 90028

Ladies and Gentlemen:

Reference is made to the Revolving Loan Agreement, dated as of January 2, 2018, among Media Res Studio, LLC, a Delaware limited liability company ("**Company**" or "**you**") as borrower, and Bron Media Corp., a British Columbia corporation ("**Lender**" or "**we**"), as lender (the "**Loan Agreement**"). Capitalized terms used herein that are defined in the Loan Agreement and not otherwise defined herein have the meanings given in the Loan Agreement.

You have delivered to us a notice of termination of all commitments and prepayment of all outstanding Advances effective on October [29], 2021 (the "**Payoff Date**").

Subject to your acceptance of this letter by execution of a counterpart of this letter in the space provided below, you and we hereby confirm and agree as follows:

1. You hereby confirm and agree that on the Payoff Date:

(a) all commitments under the Loan Agreement will be terminated and all obligations of the Lender in respect of the commitments or any extensions of credit under the Loan Agreement will be forever discharged;

(b) you will prepay in full all outstanding Advances together with (i) all interest accrued thereon to the Payoff Date, and (ii) if applicable, the required Per Diem Amount (as defined below).

2. The aggregate amount required on the Payoff Date to pay all outstanding Advances with all unpaid interest accrued thereon to the Payoff Date will be US\$[3,138,082.55] (consisting of US\$[2,526,000] of unpaid principal and US\$[612,082.55] of unpaid accrued interest) (such amount, the "**Payoff Amount**").

Notwithstanding the foregoing, the Payoff Amount will increase by US\$645.10 on a daily basis (collectively, the "**Per Diem Amount**") until the actions set forth in clauses (a) and (b) of paragraph 1 of this Payoff Letter have been consummated, to the extent such actions are consummated after 2:00 p.m., Los Angeles time, on the Payoff Date (the "**Cutoff Time**").

3. If no later than the Cutoff Time we receive payment of the Payoff Amount to the Lender by wire transfer (together with notification to it of the applicable federal funds wire reference number) of freely and immediately available funds to:

Bank:
 ABA Number:
 Account Number:
 Reference:

For account of: _____

then (i) pursuant to Section 12.1 of the Loan Agreement the undersigned Lender will deliver to the Borrower a Release of Security Interests executed by the undersigned Lender in substantially the form of Exhibit A hereto and the additional lien releases attached hereto as Exhibits [●] through [●], duly acknowledged if a form of acknowledgement is appended thereto and (ii) the Loan Documents shall terminate (including any powers of attorney) and all obligations of the Company under the Loan Documents shall terminate and be forever discharged, in each case with immediate and automatic effect. Notwithstanding anything in the Loan Documents to the contrary, the termination of the obligations under the Loan Documents and release of Liens provided for herein shall discharge any obligations that are stated in the Loan Documents to survive the termination of the Loan Agreement (including, without limitation, Section 2.5 and Article XI thereof).

You acknowledge and agree that our obligations under this paragraph 3 will not become effective or enforceable, the documents identified in the immediately preceding paragraph will not be delivered, effective or enforceable until the conditions set forth in this paragraph 3 are satisfied, and for this purpose time will be of the essence.

4. THIS LETTER AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS LETTER OR THE LOAN DOCUMENTS (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER OR THE LOAN DOCUMENTS MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND EACH PARTY WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND COMPANY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE SUBJECT MATTER HEREOF, THE NOTE, OR ANY LOAN DOCUMENTS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT OR IN TORT OR OTHERWISE.

This letter may be executed by one or more of the parties to this letter on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature

page of this letter by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

Very truly yours,

BRON MEDIA CORP., as Lender

By: _____
Authorized Signatory

Accepted and Agreed to as of the date
first written above:

MEDIA RES STUDIO, LLC, as Company

By: _____
Name:
Title:

Exhibit A

Release of Security Interests

October [29], 2021

TO: **Media Res Studio, LLC**
6255 Sunset Blvd., Suite 680
Los Angeles, California, 90028

Reference is made to the Revolving Loan Agreement dated as of January 2, 2018 between Media Res Studio, LLC, a Delaware limited liability company, as borrower (the "*Company*" or "*you*"), and Bron Media Corp., a British Columbia corporation, as lender (the "*Loan Agreement*") and the following security documents (the "*Specified Security Documents*") delivered to the undersigned in its capacity as the Lender under the Loan Agreement (as such, the "*Lender*" or "*we*"):

- A. Promissory Note dated October 4, 2018
- B. General Security Agreement dated January 2, 2018

Capitalized terms used and not otherwise defined therein have the meaning set forth in the Loan Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. *Release.* The undersigned as Lender hereby releases, absolutely, unconditionally, irrevocably and forever, all security interests granted to the undersigned as Lender under the Specified Security Documents (together with all other security agreements, copyright mortgages and similar security documents or instruments (if any) pursuant to which the Company granted the undersigned as Lender a lien or security interest in connection with the Loan Agreement, the "*Security Interests*") and agrees that all of the Security Interests will be, and hereby are, forever discharged.

2. *Terms of Release.* No obligation secured by the Security Interests is released, discharged or terminated hereby. This Release of Security Interests is delivered pursuant to and on the terms set forth in our letter to you entitled "Payoff Letter" and dated October [●], 2021.

3. *Termination of Financing Statements.* The undersigned as Lender hereby authorizes Company and its designees to prepare, file and/or record all Uniform Commercial Code termination statements, intellectual property assignments or terminations, and assignments, releases and terminations under intercreditor agreements, bailee and laboratory arrangements, powers of attorney and similar arrangements, in each instance, covering the Security Interest or any other Lien under any of the Loan Documents as they deem necessary or appropriate to effectuate, or reflect of public record, the release and discharge of the Security Interests and the Obligations.

4. *Further Releases and Terminations.* The undersigned as Lender agrees that if you at any time determine and notify the undersigned as Lender in writing that the delivery of any additional instrument executed by the undersigned as Lender is required to release, discharge or terminate (a) any Security Interest, (b) any other Lien (as defined in the Loan Agreement) granted to the undersigned as

Lender pursuant to any security agreement, mortgage, deed of trust, deed to secure debt, collateral assignment or other grant of security, in each case solely to the extent securing the payment of loans under the Loan Agreement (an "***Other Lien***") or (c) any notice, filing or registration of any Security Interest or Other Lien or any other document relating to the Obligations, the undersigned will, at your expense and as reasonably requested by you in such notice, execute and deliver (and if requested acknowledge) such other instruments effecting or confirming the release, discharge or termination of any Security Interest or Other Lien or any notice, filing or registration of any Security Interest or Other Lien or documentation on the terms set forth in paragraph 3.

[Remainder of page intentionally left blank]

In Witness Whereof, the undersigned as Lender, by its duly authorized signatory, has executed and delivered this Release of Security Interests as of the date first written above.

**BRON MEDIA CORP., as Lender
under the Loan Agreement**

By: _____
Authorized Signatory

Accepted and Agreed to as of the date
first written above:

MEDIA RES STUDIO, LLC, as Company

By: _____
Name:
Title:

EXHIBIT C
Form Of
Ink Producer Agreement

EXECUTIVE PRODUCER AGREEMENT

DATED: As of [October 29], 2021

COMPANY: MEDIA RES STUDIOS, LLC
6255 W. Sunset Boulevard, Suite 680
Los Angeles, CA 90028
Attention: Business/Legal Affairs

PRODUCER: BRON STUDIOS USA INC.
345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210
Attention: Aaron L. Gilbert

FEDERAL ID: 45-3978784

PROJECT: The feature film project presently entitled "Ink"

This agreement ("**Agreement**") confirms the deal terms to which MEDIA RES STUDIOS, LLC ("**Company**"), on the one hand, and BRON Studios USA Inc. ("**Producer**"), on the other hand, have agreed with respect to the feature film project currently entitled "Ink" ("**Project**").

1. CONDITIONS PRECEDENT: Company's obligations hereunder are subject to Company's receipt of fully-executed copies of this Agreement and all Exhibits attached hereto and incorporated herewith, including, without limitation, the Standard Terms and Conditions, the Assignment of Rights and Contracts and the Short Form Assignment Agreement ("**Conditions Precedent**").
2. ASSIGNMENT OF RIGHTS: Pursuant to the Assignment of Rights and Contracts attached hereto as Exhibit "A" and the Short Form Assignment Agreement set forth in Exhibit "B", Producer shall assign or cause to be assigned to Company all of Producer's and any of its affiliates' and/or subsidiaries' right, title and interest in and/or to the Project, and Company shall become the sole owner of all of Producer's and its affiliates' and subsidiaries' right, title and interest in and/or to the Project.
3. COST REIMBURSEMENT: Upon full satisfaction of the Conditions Precedent, Producer (or an affiliate of Producer) shall receive reimbursement of Producer's actual, verifiable and auditable out of pocket expenses incurred in connection with-the Project as of the date hereof which expenses are estimated to be (and shall not exceed) \$223,965.50, plus an additional 5% fee thereon for a total amount not to exceed Two Hundred Thirty Five Thousand One Hundred Sixty Three Dollars and Seventy Six Cents (\$235,163.76).
4. EXECUTIVE PRODUCER FEE: Provided that Producer is not in material uncured breach or default hereunder, in connection with the production of a feature film based on the Project ("**Program**"), Producer shall be entitled to receive a fixed Executive Producer fee in connection with the Program, if produced, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), payable to Producer out of the production budget of the Program and payable on the earlier of (i) acceptance of delivery by the licensee of the Program ("**Licensee**") or (ii) at such time and on such schedule as executive producer fees are paid to any other executive producer of the Project.
5. CONTINGENT COMPENSATION: Provided that Producer is not in material uncured breach or default hereunder, Producer shall be entitled to receive an amount equal to five percent (5%) of the "Modified Adjusted Gross Receipts" ("**MAGR**") in connection with the Project. "MAGR" shall be defined and calculated in accordance

with Company's standard definition (with Distribution Fees of ten percent (10%) and a Company Administrative Charge of ten percent (10%)). Company makes no representation that the Program will be produced, or if produced, that it will generate any, or any particular amount, of MAGR. The material terms of Producer's definition of MAGR (including, but not limited to Distribution Fees and the Company Administrative Charge), shall be no less favorable in the aggregate to Producer than the applicable terms accorded by Company to any other participant in connection with the Project. The foregoing obligation will not require that Company match each individual term of such agreements (i.e., no "cherry picking" of terms that would be more favorable to Producer, without including consideration of those that would be less favorable to Producer) or unique terms negotiated in unique circumstances.

6. CREDIT: Provided that Producer is not in material uncured breach or default hereunder, the following shall apply:

(a) EXECUTIVE PRODUCER CREDIT: Subject to the approval of the Licensee (which approval Company shall use good faith efforts to obtain) and such Licensee's standard exclusions and policies regarding credit, and to guild approval and restrictions and policies, Producer shall be accorded credit on the Program as follows: (i) an "in association with" credit to Bron Studios; and (ii) up to two (2) Executive Producer credits on the Program.

(b) PROSPECTIVE CURE: All aspects of the foregoing credits shall be determined in the sole discretion of Company and/or the Licensee. If Company fails to accord the required credit set forth in Section 6(a) above (provided such credits have been approved by Licensee and are in accordance with Licensee's standard exclusions and policies), upon written notice from Producer to Company specifying such failure in reasonable detail, Company shall use reasonable, good faith efforts to prospectively cure such failure as to prints and advertisements not yet printed or committed to as of the date of Company's receipt of such notice but shall not be obligated to recall prints or ads or recreate material theretofore created. Company shall use good faith efforts to contractually obligate the Licensee and notify all other third-party licensee(s) of the Project (if applicable) to accord the credit obligations hereunder; provided, however, any failure by the Licensee and/or other third-party licensee(s) to comply therewith shall not be deemed a breach of this Agreement by Company. Casual or inadvertent failure to accord credit as specified herein shall not be deemed to be a breach of this Agreement and shall not entitle Producer to terminate this Agreement or seek injunctive relief. Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct, or cause to be corrected, such failure on a prospective basis only (i.e. only after its receipt of such notice [allowing for adequate time after receipt of notice to implement such correction]).

7. CREATIVE AND BUSINESS CONTROLS: Company shall have all creative and business controls in connection with the Project, all elements thereof, and all other works based upon any of the foregoing, which Company (or its successors, licensees, and/or assignees) may exercise in its sole and absolute discretion. Producer shall not hire or engage, or agree to hire or engage, any person or entity in connection with the Project, or grant any screen credit or enter into any agreements with third parties in connection therewith.

8. CONFIDENTIALITY: Producer shall, at all times, keep confidential, and shall not use in any manner that is detrimental to Company's interests, the following: any information relating to the Project (including, but not limited to, story-line, contents, plot, characters, dialogue, budget, salaries, development, production, marketing plans, and surveys, costs, and other financial information in connection with the Project), the terms of this Agreement, as well as any and all information related to the business of Company, the Licensee, or any related or affiliated entity thereof (collectively, the "**Confidential Information**"). For avoidance of doubt, no statement, press release, or publicity of any type, including, without limitation, in conversations or by electronic means (e.g., via Snapchat, Instagram, YouTube, Twitter, Facebook, IMDB, email, or text messages) may be made by Producer which mentions the Project, the Program, Company and/or the Licensee, in any way without the express prior written approval of Company. Producer shall have a continuing duty, which shall survive the termination of this Agreement, to not disclose any Confidential Information to any person or entity in any manner, except as authorized by Company or required by law.

9. **MISCELLANEOUS:** The balance of this Agreement shall be governed by Company's Standard Terms and Conditions (attached hereto and incorporated herewith). No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of both parties, nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision. Except for as herein expressly provided, this Agreement cancels and supersedes all prior negotiations and undertakings relating to the Program and contains all of the terms, covenants, conditions, representations, and warranties, written or oral, of the parties hereto in the premises. Captions and organization are for convenience only and shall not be used to construe meaning. Producer understands he/she is not to be provided benefits which are provided to employees of Company and that it is not eligible for such benefits, unless otherwise required to be provided by applicable law. All remedies shall be cumulative and pursuit of any one shall not waive any other. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected. This Agreement may be executed in one or more counterparts, including, without limitation, a counterpart bearing a facsimile signature or signature sent via electronic mail, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

AGREED AND ACCEPTED:

MEDIA RES STUDIOS, LLC ("**Company**")

By: _____
 Its: _____

Bron Studios USA Inc. ("**Producer**")

By: _____
 Its: _____

STANDARD TERMS AND CONDITIONS

1. **PUBLICITY**: Any publicity, paid advertisements, press notices, or other information with respect to this Agreement and any of the projects and terms referred to herein shall be under the sole control of Company. Therefore, Producer shall not consent to and/or authorize any person or entity to release such information without the express prior written approval of Company. Any violation of the terms of this paragraph by Producer may be deemed by Company to be a default or material breach of this Agreement. Personal photography and/or video of cast, crew or the sets (and the public dissemination, including without limitation the posting on any social media platform) of any such photographs and/or video is strictly prohibited without the prior written permission of Company.

2. **OWNERSHIP OF PROCEEDS & MATERIALS**: As used herein the term "Materials" shall mean all tangible and intangible property created by, owned by, or controlled by Producer in, to, or relating to the Program, and the results and proceeds of Producer's services as executive producer for the Program.

a) Company shall own all of the results and proceeds of the services of Producer (including, but not limited to, all Materials created by Producer) hereunder as a "work-made-for-hire" specially commissioned for inclusion in an audiovisual work.

b) Insofar as the preceding sentence is not sufficient to vest Company with all right, title, and interest in, to, and relating to the Materials, Producer, on behalf itself and Producer's successors, heirs, assigns, and affiliates, hereby grants, sets over, and assigns to Company, and Company shall own all right, title, and interest in and to the Materials and in and to the results and proceeds of Producer's services hereunder, including, without limitation, all tangible and intangible property of every kind and nature whatsoever including, without limitation, the copyright and all rights under copyright (including, but not limited to, to renewals, extensions, and revivals), all neighboring rights, patents, all trademarks, service marks, illustrations, and ideas, and Company shall have the sole and exclusive and irrevocable right to exploit any and all of the same in any and all media, now known and hereafter devised, throughout the universe and in perpetuity (which shall include, without limitation, for the full term of copyright and all renewals and extensions thereof).

c) Without limiting the generality of the foregoing, Producer, and Producer's successors, heirs, assigns, and affiliates, hereby assign all of the foregoing rights to Company, and Producer hereby irrevocably assign, license, and grant to Company, throughout the universe and in perpetuity, the rights, if any, of Producer to authorize, prohibit, and/or control the renting, lending, fixation, reproduction, and/or other exploitation of the Program or any project hereunder by any media or means now known or hereafter devised as may be conferred upon Producer under any applicable laws, regulations, or directives, including, without limitation, any so-called "Rental and Lending Rights" pursuant to any European Economic Community directives and/or enabling or implementing legislation, laws, or regulations enacted by the member nations of the EEC. Producer hereby acknowledge that the compensation payable hereunder includes adequate and equitable remuneration for the Rental and Lending Rights and constitutes a complete buy-out of all Rental and Lending Rights. In connection with the foregoing, Producer hereby irrevocably grant unto Company, throughout the universe and in perpetuity, the right to collect and retain for Company's own account any and all amounts payable to Company in respect of Rental and Lending Rights and hereby irrevocably direct any collecting societies or other persons or entities receiving such amounts to pay such amounts to Company, and to the extent Company does not so collect such amounts, or is deemed ineligible to collect such amounts, Company may, in Company's sole discretion, deduct from any and all amounts otherwise payable to Producer under this Agreement any and all amounts paid or payable to Producer by any party in respect of Rental and Lending Rights.

d) To the full extent allowed by all applicable laws, Producer, on behalf of Producer and Producer's successors, heirs, assigns, and affiliates, hereby waive any right of "droit moral" or similar rights that Producer including Producer's successors, heirs, assigns, or affiliates may have in any jurisdiction.

3. ASSIGNABILITY: Company has the right to assign to any assignee the right to utilize and exploit Materials, including, but not limited to, the results and proceeds of the services of Producer hereunder and the right to assign this Agreement in whole or in part to any third party, in which event Company shall remain secondarily liable to Producer, except as set forth in the next grammatical sentence. No such assignment shall relieve Company of its obligations hereunder unless such assignment is to a major or mini-major motion picture studio, network or any similarly financially responsible third-party which agrees in writing to assume all of Company's obligations hereunder.

4. WARRANTIES: Producer represent and warrant that:

- a) Producer is free to enter into and fully perform this Agreement;
- b) There is no existing obligation or disability, created by law or otherwise, which would prevent or restrict Producer from entering into this Agreement;
- c) All material contributed by Producer hereunder is Producer's sole (excluding material in the public domain or material added or furnished by Company or at the direction of Company, and except as otherwise set forth in said Agreement) creation, and that nothing contained therein violates or will violate the rights of any third party;
- d) Producer owns and/or otherwise controls all rights in and to the Materials;
- e) Producer has the sole right and authority to enter into this Agreement and to sell and assign all of the rights, titles, interests, and benefits sold and assigned hereunder and to perform this Agreement without the consent of any third party;
- f) Producer has not heretofore sold, granted, assigned, mortgaged, pledged, hypothecated, or otherwise transferred any right, title, or interest which Producer has in and to the Materials; Producer further warrants and represents that Producer will not do so during the effective term of the Agreement;
- g) There are no adverse claims, pending litigation, or to the best of Producer's knowledge in the exercise of reasonable prudence and due inquiry, threat of litigation, in or against the Materials which would interfere with the rights granted hereunder, by or through Producer, by any person, firm, or corporation;
- h) Producer has not heretofore produced or authorized the production of any motion picture, television series or other audio-visual production of any kind based in whole or in part on the Materials;
- i) There is no other contract or assignment affecting Producer's rights in and to the Materials which would interfere with the rights granted hereunder;
- j) Producer has fully satisfied all payment obligations in connection with the Project and upon request will promptly furnish Company with proof thereof.

5. INDEMNITY: Producer agrees to and shall to indemnify and otherwise hold Company, its affiliated entities, officers, directors, members, employees, agents, successors, assigns, and licensees, free and harmless from and against any loss, cost, or damage (including reasonable outside attorney's fees) arising out of or in connection with any breach by or on behalf of Producer of any of its representations, warranties, and/or agreements set forth in this Agreement. Company shall defend, indemnify, and hold Producer harmless from and against any loss, cost, or damage (including reasonable outside attorneys' fees) arising out of or in connection with: (i) any breach by Company of any of its representations, warranties, or agreements set forth in this Agreement; (ii) the use of any material supplied to Producer by Company or Company's designee which, upon Company's direction, is incorporated or interpolated by Producer into any of the results, proceeds, and product of Producer's services; and

(iii) any matter concerning or arising out of Company's development, production, exhibition, or other exploitation of any portion of the Program, except such matters covered by Producer's indemnity as set forth above.

6. **COMPUTATION OF TIME PERIOD / MANNER OF DELIVERY / APPLICABLE LAW:** The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal Federal holiday, and then it is also excluded. All payments and notices shall be deemed delivered upon the earlier of: (a) three (3) business days after mailing first-class mail in the United States mail, postage prepaid, and addressed to the respective party upon whom it is to be delivered; or (b) actual receipt, whether hand-delivered, emailed, or received by fax, by the party to whom it is to be delivered. This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein.

7. **AGREEMENT TO EXECUTE AND DELIVER ALL DOCUMENTS REQUIRED:** Producer shall execute and deliver to Company, after a reasonable opportunity to review and comment (i.e., within five (5) business days of Producer's receipt), any and all documents consistent with this Agreement that Company shall reasonably deem necessary to effectuate the purposes of this Agreement. In case of Producer's refusal or failure to timely so execute or deliver, or cause to be so executed and delivered, any assignment or other instrument herein provided for, then in such event, such party hereby nominates, constitutes, and appoints Company, and Company shall therefore be deemed to be said party's true and lawful attorney in fact, irrevocably, solely to execute and deliver all of such documents, instruments, and assignments in such party's name and on their behalf. Company will promptly provide Producer with a copy of each such document so executed by Company using such power of attorney; provided that an inadvertent failure to do so shall not be a breach hereof or affect the validity of this Agreement.

8. **NO OBLIGATION TO PRODUCE:** It is understood and agreed that Company shall have no obligation to produce, complete, release, distribute, advertise, or exploit any production hereunder, and Producer releases Company from any liability for any loss or damage either or both may suffer by reason of Company's failure to produce, complete, release, distribute, advertise, or exploit any of such productions, provided, however, such release shall not relieve Company from the obligation to pay Producer any guaranteed compensation.

9. **PAYOLA/PLUGOLA:** Producer hereby agrees that Producer has not nor will accept or agree to accept, or pay or agree to pay, any money, service, or other valuable consideration, other than the compensation payable hereunder, for the inclusion of any matter, including, without limitation, the name of any person, product, service, trademark, or brand name as a part of any program in connection with which Producer's services are rendered hereunder.

10. **GOVERNING LAW/ARBITRATION:** This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein. Nothing in this paragraph shall affect Company's ability to seek from a court injunctive or equitable relief at any time. This Agreement shall be governed by the laws of the State of California applicable to agreements entered into and to be wholly performed therein without regard to its choice-of-law principles. Any and all controversies, claims, or disputes arising out of or related to this Agreement or the interpretation, performance, or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as otherwise set forth below, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism hereunder. In the event Company and Producer are unable to informally resolve any Dispute, then such Dispute shall be submitted to final and binding arbitration with an arbitrator experienced in entertainment matters. The arbitration shall be initiated and conducted at the Los Angeles Office of JAMS, or its successor, according to the JAMS Comprehensive (for claims over Two Hundred Fifty Thousand Dollars [\$250,000]) or JAMS Streamlined (for claims under Two Hundred Fifty Thousand Dollars [\$250,000]) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure and Expedited Arbitration Rules, in effect at the time the request for arbitration is made. Unless Company and Producer agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment

industry, who shall serve as the sole neutral, independent, and impartial arbitrator. The arbitration must be initiated by the party seeking arbitration within the limitations period provided under California law for the claim being asserted, and this Agreement shall not be interpreted as altering or extending any statutes of limitation that would otherwise be applicable if a claim were being filed in a court of law. The arbitrator shall follow California law and the California Rules of Evidence in adjudicating the Dispute. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any punitive or exemplary damages and the parties waive any right to recover such damages. Within thirty (30) days from the date the final award is rendered, either party may request an appeal from the arbitrator's decision by giving proper notice to the other party or parties and JAMS that an appeal is sought. Appeals shall be heard and decided by a panel of three (3) neutral arbitrators, not to include the arbitrator. If no party gives notice of an appeal within the required thirty (30) day period, the arbitrator's decision shall be considered final. If there is an appeal, the decision of the majority of the panel shall constitute the final arbitration decision. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including reasonable outside attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. The parties shall otherwise be responsible for payment of all of their own costs, fees, and expenses, including attorneys' fees, of arbitrating any Dispute. In the event of conflicting arbitration provisions between this Agreement and other documents between the parties hereto, the provisions of this paragraph will control. To the extent that there is any disagreement about the arbitrability of a Dispute, the determination of arbitrability shall be made in accordance with the Federal Arbitration Act. Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County applying California law without regard to its choice-of-law principles.

11. NOTICES: All notices which to either party hereunder and any payments to Producer shall be sent to the address set forth above by delivering the same so addressed, postage prepaid, in the United States mail, to Producer's designated electronic mail (e-mail) account, by facsimile, by courier; or by delivering the same personally. Notices shall be deemed effective on the business day of delivery or three (3) business days after mailing. Either party may from time to time substitute a different address and/or add representation by written notice to the other party. Any notices or payments to Producer's agent shall be deemed notice or payment (as applicable) to Producer.

12. NOTICE AND CURE: Company shall not be deemed to be in default of this Agreement or any provision thereof until Producer has given Company detailed written notice of such purported breach and Company has had a thirty (30) day opportunity to cure such breach (ten [10] business days as to payment of monies due hereunder).

13. DEFAULT/INCAPACITY: In the event Producer defaults under the Agreement (including, without limitation, participation in a strike, lockout, or other dispute of a union or guild of which Producer is a member) (subject to Producer's right to cure on a one-time-only basis, within twenty-four [24] hours from notice of default), Company shall have the right to suspend and/or terminate the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. In the event Producer is physically or mentally incapacitated, Company shall have the right to suspend the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. If the disability continues for at least seven (7) consecutive days, or fourteen (14) days in the aggregate of any Program production year, Company shall have the right to terminate the Agreement.

14. FORCE MAJEURE: In the event of the occurrence of an event of force majeure (as that term is understood in the television industry), Producer shall have the right to suspend the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. If an event of force majeure continues for eight (8) consecutive weeks, Producer shall have the right to terminate the Agreement.

15. EFFECT OF SUSPENSION: A suspension pursuant to the terms hereof shall suspend the running of time of Producer's compensation under this Agreement. Without limiting any other remedies available to Company, at law or

in equity, Company shall have the right, exercisable at any time, but not the obligation, to extend the term of this Agreement, postpone option periods and related option exercise dates if applicable, or reduce the term of this Agreement, by a period of time equal to the aggregate length of all periods of suspension or any part thereof. Producer shall not be entitled to any compensation for or during any period of suspension hereunder, except to the minimum extent required by the applicable guild agreement (if any) or to the extent accrued or vested at the time of suspension, and the obligations of Company with respect to Producer's guaranteed compensation (if any) shall be reduced proportionately. During any period of suspension due to a force majeure event other than for a strike or other labor action,

16. EFFECT OF TERMINATION/SURVIVAL OF CERTAIN PROVISIONS: Notwithstanding any termination or suspension of this Agreement, the provisions relating to remedies, limitation of remedies, confidentiality, arbitrability, choice-of-law, grants of rights, warranties, indemnities, insurance, vested credit and the assignability of rights under this Agreement will remain in full force and effect.

17. REMEDIES: Notwithstanding anything to the contrary contained in the Agreement, Company reserves all of its rights and remedies at law and in equity if Producer should breach and/or materially breach the Agreement. Any remedy that Producer shall have against Company in connection with the Program shall be limited to the right to recover damages, if any, in an action at law, and Producer hereby waives any right or remedy in equity, including the right to: a) terminate the Agreement; b) rescind Company's right, title, and interest in and to the Program; and/or c) enjoin, restrain, or otherwise impair in any manner the production distribution, advertising, or exploitation of the Program or any parts or elements thereof or any rights ancillary thereto. No waiver by either party shall be construed to be a waiver of any other breach or default by such other party. Furthermore, the parties specifically and expressly agree that both parties have had the opportunity to review and comment on the Agreement and therefore the drafting of the Agreement shall not be construed against either party and the Agreement shall be interpreted in a neutral manner.

18. RELATIONSHIP OF THE PARTIES: This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. Producer shall not have the authority to, and shall not purport to have the authority to, bind Company or commit Company in any fashion. This Agreement is not for the benefit of any third party, whether or not referred to herein. Captions and organization are for convenience only and shall not be used to construe meaning. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Agreement.

19. BINDING AGREEMENT / CONFLICT: This Agreement shall be binding on Producer's successors, heirs, agents, and its and their permitted assigns, and shall be binding on Company and its permitted licensees and assignees. In the event of any conflict between these Standard Terms and Conditions and the principal agreement to which these Standard Terms and Conditions are attached, the principal agreement shall control.

EXHIBIT “A”

[See Attached]

Assignment of Rights and Contracts

This Assignment of Rights and Contracts ("**Agreement**") in connection with the project entitled "Ink" ("**Project**") is entered into as of [October 29], 2021 by and between Bron Studios USA Inc., including its affiliates and related entities (including, without limitation, Bron Studios USA Developments, Inc.) (collectively "**Producer**"), on the one hand, and Media Res Studios, LLC ("**Media Res**" and together with Producer, collectively, the "**Parties**"), on the other hand, and refers to and encompasses the documents (the "**Assigned Agreements**") set forth in "Exhibit 1" attached hereto and incorporated herein.

The Parties agree that for good and valuable consideration, receipt of which is hereby acknowledged:

1. Producer hereby irrevocably grants, conveys, assigns, transfer and sets over to Media Res, in perpetuity, all of Producer's right, title and interest in and/or to the Project, whether vested or contingent and whether now known or which may hereafter come into existence, including but not limited to the following:

- (a) The Assigned Agreements;
- (b) All other instruments, if any, pursuant to which Producer acquired any right, title or interest in and/or to the Project or in connection with any of the Assigned Agreements;
- (c) All copyrights and all rights to secure, hold and enjoy copyrights and renewals and extensions of copyrights in the Project;
- (d) All literary and/or dramatic material developed in connection with the Project (including but not limited to any deal memos, notes, correspondence, and other relevant records); and
- (e) All rights of any nature in and to the Project.

All of the foregoing including but not limited to the Assigned Agreements shall be referred to collectively as the "Assigned Rights".

2. Producer represents and warrants that:

- (a) Producer does not own or control, and has not been licensed any rights in or to, any literary and/or dramatic material upon which the Project is based other than the Assigned Agreements;
- (b) Producer is authorized and has the right to grant the rights herein granted and Media Res has the right to exploit any programs based upon or derived from the Project in any and all media, now known or hereafter devised, throughout the universe and in perpetuity;
- (c) Producer has not sold, licensed, assigned, hypothecated or otherwise transferred any of the rights in and/or to the Project to any third party;
- (d) Producer is the exclusive proprietor of the rights conveyed hereunder;
- (e) There are no liens, encumbrances, litigation, claims or other interests relating to or in any way affecting the Project, Assigned Agreements or Producer's right, title and interest in and/or to the Project;
- (f) To the best of Producer's knowledge and belief, after the exercise of due diligence, aside from the Assigned Agreements, there are no other agreements Producer is aware of relating to or in any way affecting the Project;

- (g) Producer has not performed any act and/or failed to perform any act which would interfere, encumber, diminish or impair Media Res' full enjoyment of the rights granted hereunder;
 - (h) Producer expressly waives any right, claim, or interest in the Project which Producer may have, or may have had, based upon so-called "changed elements" and/or "moral rights of authors";
 - (i) Producer has fully performed all of its obligations under the Assigned Agreements up to the date of this Agreement;
 - (j) Producer has the right to assign the Assigned Agreements as set forth herein to Media Res;
 - (k) Producer has not produced any television picture, feature film or other production based upon the Project; and
 - (l) Producer has the authority to enter into this Agreement.
3. In consideration of the foregoing assignment, and subject to Producer's representations and warranties in Paragraph 2 above and subject to Paragraph 4 below, Media Res solely and exclusively assumes and undertakes to perform all executory obligations set out in the Assigned Agreements arising after the date hereof that are attendant to the Assigned Rights under the Assigned Agreements.
 4. Media Res warrants and represents that: (i) Media Res has the authority to enter into this Agreement; and (ii) Media Res will perform all of Producer's executory obligations (as set out in the Assigned Agreements) under the Assigned Agreements, except to the extent modified or superseded by separate agreement between Media Res and the other party to such Assigned Agreements, and otherwise abide by the terms and conditions of this Agreement. Except as expressly set forth in this Agreement, Media Res makes no additional representations and warranties unless set forth in writing by Media Res.
 5. Producer agrees to indemnify, defend, and hold harmless Media Res and its parent, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees and agents from and against all liability, actions, claims, demands, losses or damages (including reasonable outside attorney's fees) arising out of or resulting from any breach of any warranties, covenants or representations made by Producer under this Agreement.
 6. Media Res agrees to indemnify, defend, and hold harmless Producer and its parent, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees and agents from and against all liability, actions, claims, demands, losses, or damages (including reasonable outside attorney's fees) arising out of or resulting from any breach of any warranties, covenants or representations made by Media Res under this Agreement.
 7. All notices and other communications between the Parties hereto shall be given in writing by mail (postage prepaid), messenger or fax, addressed as indicated below. The effective date of notice shall be deemed the calendar date of the earlier of messengering, faxing, or personal delivery or two (2) days after mailing.

Media Res Studios, LLC

Mail:

6255 W. Sunset Boulevard, Suite 680
 Los Angeles, CA 90028
 Attention: Jim Dunn

Bron Studios USA Inc.

Mail:

345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210
Attention: Aaron L. Gilbert

8. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, licensees and assigns; provided, however, that each Party shall remain secondarily liable with respect to any of its obligations hereunder assigned to any party unless such party is a major, or established independent motion picture production or distribution company, a television network, a cable television network, any other similarly financially responsible party, or any other party which controls or is controlled by or is under common control with the party or which through merger, consolidation or acquisition succeeds to substantially all of the assets of the other party, in which event the party shall be released from any further liability with respect to such assigned obligation.
9. This Agreement and each provision contained herein shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement which shall remain in full force and effect.
10. This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein.
11. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
12. Each of Producer and Media Res warrants and represents that the signatories below are fully authorized to sign on behalf of their respective entity.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between them. This Agreement cannot be canceled, modified, amended, or waived, in part or in full, in any way except by an instrument in writing signed by both Parties.

AGREED & ACCEPTED:

BRON STUDIOS USA INC. (“**Producer**”)

By: _____

Its: _____

BRON STUDIOS USA DEVELOPMENTS INC.

By: _____

Its: _____

MEDIA RES STUDIO, LLC (“**Media Res**”)

By: _____

Its: _____

EXHIBIT 1

LIST OF ASSIGNED AGREEMENTS
[To be provided by Bron]

Exhibit “B”

[See attached]

“INK”

SHORT FORM ASSIGNMENT AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Bron Studios USA Inc., including its affiliates and related entities (including, without limitation, Bron Studios USA Developments Inc.) (collectively “**Assignor**”) hereby irrevocably grants, conveys, assigns, transfer and sets over to and Media Res Studios, LLC (“**Assignee**”), effective as of the date hereof, throughout the universe and in perpetuity, all of Assignor’s right, title and interest in and/or to the project currently entitled “**Ink**” (the “**Project**”), whether vested or contingent and whether now known or which may hereafter come into existence, including but not limited to the following: (i) all instruments pursuant to which Assignor acquired any right, title or interest in and/or to the Project; (ii) all copyrights and all rights to secure, hold and enjoy copyrights and renewals and extensions of copyrights in the Project; (iii) all literary and/or dramatic material developed in connection with the Project; and (iv) all of Assignor’s other rights of any nature in and to the Project, including without limitation the exclusive right to produce and distribute for and in all media now known or hereafter devised all types of audiovisual works of any kind and allied rights therein (including by way of illustration, all soundtrack, music publishing, and merchandising rights) based on those certain works of authorship described as follows:

Title: "Ink"

Written By: James Graham

Copyright Registration No.: _____

Copyright Claimant:

Including the titles, themes, stories and all other contents thereof, and the characters therein and all translations, adaptations and other versions thereof, whether now or hereafter acquired, and in and to the copyright thereof and all renewals and extensions of such copyright as set forth in the Assignment of Rights and Contracts agreement.

Assignor and Assignee have entered into an Assignment of Rights and Contracts agreement dated as of [October 29], 2021, relating to the transfer and assignment of the foregoing rights in and to said work, which rights are more fully described in said agreement, and this Short Form Assignment Agreement is expressly made subject to all of the terms, conditions and provisions contained in said agreement.

The undersigned has executed this Short Form Assignment as of [October 29], 2021.

BRON STUDIOS USA INC.

By: _____

Its: _____

BRON STUDIOS USA DEVELOPMENTS INC.

By: _____

Its: _____

EXHIBIT D

Form of Scanners Producer Agreement

NON-WRITING EXECUTIVE PRODUCER AGREEMENT

DATED: As of [October 29, 2021]

COMPANY: MEDIA RES STUDIOS, LLC
6255 W. Sunset Boulevard, Suite 680
Los Angeles, CA 90028
Attention: Business/Legal Affairs

PRODUCER: BRON STUDIOS USA INC.
345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210
Attention: Aaron L. Gilbert

FEDERAL ID: 45-3978784

PROJECT: The episodic New Media series presently entitled "Scanners"

This agreement ("**Agreement**") confirms the deal terms to which MEDIA RES STUDIOS, LLC ("**Company**"), on the one hand, and BRON Studios USA Inc. ("**Producer**"), on the other hand, have agreed with respect to the television/new media project currently entitled "Scanners" ("**Project**").

1. CONDITIONS PRECEDENT: Company's obligations hereunder are subject to Company's receipt of fully-executed copies of this Agreement and all Exhibits attached hereto and incorporated herewith, including, without limitation, the Standard Terms and Conditions and the Assignment of Rights and Contracts and Short Form Assignment Agreement ("**Conditions Precedent**").
2. ASSIGNMENT OF RIGHTS: Pursuant to the Assignment of Rights and Contracts attached hereto as Exhibit "A" and the Short Form Assignment Agreement set forth in Exhibit "B", Producer shall assign or cause to be assigned to Company all of Producer's and any of its affiliates' and/or subsidiaries' right, title and interest in and/or to the Project, and Company shall become the sole owner of all of Producer's and its affiliates' and subsidiaries' right, title and interest in and/or to the Project.
3. COST REIMBURSEMENT: Producer (or an affiliate of Producer) shall receive reimbursement of Producer's actual, verifiable and auditable out of pocket expenses incurred in connection with the Project as of the date hereof which expenses are estimated to be (and shall not exceed) Five Hundred Twenty Eight Thousand Dollars Six Hundred and Thirteen Thousand Dollars (\$528,613), plus an additional 5% fee thereon for a total amount not to exceed Five Hundred Fifty Five Thousand Forty Three Dollars and Sixty Five cents (\$555,043.65).
4. EXECUTIVE PRODUCER FEE: Provided that Producer is not in material uncured breach or default hereunder, Producer shall be entitled to receive a fixed Executive Producer fee in connection with an episodic series based on the Project ("**Series**") for each original episode of the Series produced in the amount of Seventy Five Thousand Dollars (\$75,000), payable to Producer out of the production budget of the Series and payable on the earlier of (i) acceptance of delivery of each episode by the licensee of the Series ("**Licensee**") or (ii) as executive producer fees are paid to any other executive producer of the Series.
5. CONTINGENT COMPENSATION: Provided that Producer is not in material uncured breach or default hereunder, Producer shall be entitled to receive an amount equal to ten percent (10%) of the "Modified Adjusted

Gross Receipts” (“MAGR”) in connection with the Project. “MAGR” shall be defined and calculated in accordance with Company’s standard definition with Television Distribution Fees of ten percent (10%) and a Company Administrative Charge of ten percent (10%). Company makes no representation that the Series will be produced, or if produced, that it will generate any, or any particular amount, of MAGR. The material terms of Producer’s definition of MAGR (including, but not limited to Distribution Fees and the Company Administrative Charge), shall be no less favorable in the aggregate to Producer than the applicable terms accorded by Company to any other participant in connection with the Project. The foregoing obligation will not require that Company match each individual term of such agreements (i.e., no “cherry picking” of terms that would be more favorable to Producer, without including consideration of those that would be less favorable to Producer) or unique terms negotiated in unique circumstances.

6. CREDIT: Provided that Producer is not in material uncured breach or default hereunder, the following shall apply:

(a) EXECUTIVE PRODUCER CREDIT: Subject to the approval of the Licensee (which approval Company shall use good faith efforts to obtain) and such Licensee’s standard exclusions and policies regarding credit, and to guild approval and restrictions and policies, Producer shall be accorded credit on each episode of the Series as follows: (i) an “in association with” credit to Bron Studios; and (ii) up to two (2) Executive Producer credits on each episode.

(b) PROSPECTIVE CURE: All aspects of the foregoing credits shall be determined in the sole discretion of Company and/or the Licensee. If Company fails to accord the required credits set forth in Section 6(a) above (provided such credits have been approved by Licensee and are in accordance with Licensee’s standard exclusions and policies), upon written notice from Producer to Company specifying such failure in reasonable detail, Company shall use reasonable, good faith efforts to prospectively cure such failure as to prints and advertisements not yet printed or committed to as of the date of Company’s receipt of such notice but shall not be obligated to recall prints or ads or recreate material theretofore created. Company shall use good faith efforts to contractually obligate the Licensee and notify all other third-party licensee(s) of the Project (if applicable) to accord the credit obligations hereunder; provided, however, any failure by the Licensee and/or other third-party licensee(s) to comply therewith shall not be deemed a breach of this Agreement by Company. Casual or inadvertent failure to accord credit as specified herein shall not be deemed to be a breach of this Agreement and shall not entitle Producer to terminate this Agreement or seek injunctive relief. Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct, or cause to be corrected, such failure on a prospective basis only (i.e. only after its receipt of such notice [allowing for adequate time after receipt of notice to implement such correction]).

7. CREATIVE AND BUSINESS CONTROLS: Company shall have all creative and business controls in connection with the Project, all elements thereof, and all other works based upon any of the foregoing, which Company (or its successors, licensees, and/or assignees) may exercise in its sole and absolute discretion. Producer shall not hire or engage, or agree to hire or engage, any person or entity in connection with the Project, or grant any screen credit or enter into any agreements with third parties in connection therewith.

8. CONFIDENTIALITY: Producer shall, at all times, keep confidential, and shall not use in any manner that is detrimental to Company’s interests, the following: any information relating to the Project (including, but not limited to, story-line, contents, plot, characters, dialogue, budget, salaries, development, production, marketing plans, and surveys, costs, and other financial information in connection with the Project), the terms of this Agreement, as well as any and all information related to the business of Company, the Licensee, or any related or affiliated entity thereof (collectively, the “**Confidential Information**”). For avoidance of doubt, no statement, press release, or publicity of any type, including, without limitation, in conversations or by electronic means (e.g., via Snapchat, Instagram, YouTube, Twitter, Facebook, IMDB, email, or text messages) may be made by Producer which mentions the Project, the Series, Company and/or the Licensee, in any way without the express prior written approval of Company. Producer shall have a continuing duty, which shall survive the termination of this Agreement, to not disclose any Confidential Information to any person or entity in any manner, except as authorized by Company or required by law.

9. **MISCELLANEOUS:** The balance of this Agreement shall be governed by Company's Standard Terms and Conditions (attached hereto and incorporated herewith). No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of both parties, nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision. Except for as herein expressly provided, this Agreement cancels and supersedes all prior negotiations and undertakings relating to the Series and contains all of the terms, covenants, conditions, representations, and warranties, written or oral, of the parties hereto in the premises. Captions and organization are for convenience only and shall not be used to construe meaning. Producer understands he/she is not to be provided benefits which are provided to employees of Company and that it is not eligible for such benefits, unless otherwise required to be provided by applicable law. All remedies shall be cumulative and pursuit of any one shall not waive any other. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected. This Agreement may be executed in one or more counterparts, including, without limitation, a counterpart bearing a facsimile signature or signature sent via electronic mail, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

AGREED AND ACCEPTED:

MEDIA RES STUDIOS, LLC ("**Company**")

By: _____
 Its: _____

Bron Studios USA Inc. ("**Producer**")

By: _____
 Its: _____

STANDARD TERMS AND CONDITIONS

1. **PUBLICITY**: Any publicity, paid advertisements, press notices, or other information with respect to this Agreement and any of the projects and terms referred to herein shall be under the sole control of Company. Therefore, Producer shall not consent to and/or authorize any person or entity to release such information without the express prior written approval of Company. Any violation of the terms of this paragraph by Producer may be deemed by Company to be a default or material breach of this Agreement. Personal photography and/or video of cast, crew or the sets (and the public dissemination, including without limitation the posting on any social media platform) of any such photographs and/or video is strictly prohibited without the prior written permission of Company.

2. **OWNERSHIP OF PROCEEDS & MATERIALS**: As used herein the term "Materials" shall mean all tangible and intangible property created by, owned by, or controlled by Producer in, to, or relating to the Series, and the results and proceeds of Producer's services as executive producer for the Series.

a) Company shall own all of the results and proceeds of the services of Producer (including, but not limited to, all Materials created by Producer) hereunder as a "work-made-for-hire" specially commissioned for inclusion in an audiovisual work.

b) Insofar as the preceding sentence is not sufficient to vest Company with all right, title, and interest in, to, and relating to the Materials, Producer, on behalf itself and Producer's successors, heirs, assigns, and affiliates, hereby grants, sets over, and assigns to Company, and Company shall own all right, title, and interest in and to the Materials and in and to the results and proceeds of Producer's services hereunder, including, without limitation, all tangible and intangible property of every kind and nature whatsoever including, without limitation, the copyright and all rights under copyright (including, but not limited to, to renewals, extensions, and revivals), all neighboring rights, patents, all trademarks, service marks, illustrations, and ideas; and Company shall have the sole and exclusive and irrevocable right to exploit any and all of the same in any and all media, now known and hereafter devised, throughout the universe and in perpetuity (which shall include, without limitation, for the full term of copyright and all renewals and extensions thereof).

c) Without limiting the generality of the foregoing, Producer, and Producer's successors, heirs, assigns, and affiliates, hereby assign all of the foregoing rights to Company, and Producer hereby irrevocably assign, license, and grant to Company, throughout the universe and in perpetuity, the rights, if any, of Producer to authorize, prohibit, and/or control the renting, lending, fixation, reproduction, and/or other exploitation of the Series or any project hereunder by any media or means now known or hereafter devised as may be conferred upon Producer under any applicable laws, regulations, or directives, including, without limitation, any so-called "Rental and Lending Rights" pursuant to any European Economic Community directives and/or enabling or implementing legislation, laws, or regulations enacted by the member nations of the EEC. Producer hereby acknowledge that the compensation payable hereunder includes adequate and equitable remuneration for the Rental and Lending Rights and constitutes a complete buy-out of all Rental and Lending Rights. In connection with the foregoing, Producer hereby irrevocably grant unto Company, throughout the universe and in perpetuity, the right to collect and retain for Company's own account any and all amounts payable to Company in respect of Rental and Lending Rights and hereby irrevocably direct any collecting societies or other persons or entities receiving such amounts to pay such amounts to Company, and to the extent Company does not so collect such amounts, or is deemed ineligible to collect such amounts, Company may, in Company's sole discretion, deduct from any and all amounts otherwise payable to Producer under this Agreement any and all amounts paid or payable to Producer by any party in respect of Rental and Lending Rights.

d) To the full extent allowed by all applicable laws, Producer, on behalf of Producer and Producer's successors, heirs, assigns, and affiliates, hereby waive any right of "droit moral" or similar rights that Producer including Producer's successors, heirs, assigns, or affiliates may have in any jurisdiction.

3. **ASSIGNABILITY**: Company has the right to assign to any assignee the right to utilize and exploit Materials, including, but not limited to, the results and proceeds of the services of Producer hereunder and the right

to assign this Agreement in whole or in part to any third party, in which event Company shall remain secondarily liable to Producer, except as set forth in the next grammatical sentence. No such assignment shall relieve Company of its obligations hereunder unless such assignment is to a major or mini-major motion picture studio, network or any similarly financially responsible third-party which agrees in writing to assume all of Company's obligations hereunder.

4. WARRANTIES: Producer represent and warrant that:

- a) Producer is free to enter into and fully perform this Agreement;
- b) There is no existing obligation or disability, created by law or otherwise, which would prevent or restrict Producer from entering into this Agreement;
- c) All material contributed by Producer hereunder is Producer's sole (excluding material in the public domain or material added or furnished by Company or at the direction of Company, and except as otherwise set forth in said Agreement) creation, and that nothing contained therein violates or will violate the rights of any third party;
- d) Producer owns and/or otherwise controls all rights in and to the Materials;
- e) Producer has the sole right and authority to enter into this Agreement and to sell and assign all of the rights, titles, interests, and benefits sold and assigned hereunder and to perform this Agreement without the consent of any third party;
- f) Producer has not heretofore sold, granted, assigned, mortgaged, pledged, hypothecated, or otherwise transferred any right, title, or interest which Producer has in and to the Materials; Producer further warrants and represents that Producer will not do so during the effective term of the Agreement;
- j) There are no adverse claims, pending litigation, or to the best of Producer's knowledge in the exercise of reasonable prudence and due inquiry, threat of litigation, in or against the Materials which would interfere with the rights granted hereunder, by or through Producer, by any person, firm, or corporation;
- k) Producer has not heretofore produced or authorized the production of any motion picture, television series or other audio-visual production of any kind based in whole or in part on the Materials;
- l) There is no other contract or assignment affecting Producer's rights in and to the Materials which would interfere with the rights granted hereunder;
- m) Producer has fully satisfied all payment obligations in connection with the Project and upon request will promptly furnish Company with proof thereof.

5. INDEMNITY: Producer agrees to and shall to indemnify and otherwise hold Company, its affiliated entities, officers, directors, members, employees, agents, successors, assigns, and licensees, free and harmless from and against any loss, cost, or damage (including reasonable outside attorney's fees) arising out of or in connection with any breach by or on behalf of Producer of any of its representations, warranties, and/or agreements set forth in this Agreement. Company shall defend, indemnify, and hold Producer harmless from and against any loss, cost, or damage (including reasonable outside attorneys' fees) arising out of or in connection with: (i) any breach by Company of any of its representations, warranties, or agreements set forth in this Agreement; (ii) the use of any material supplied to Producer by Company or Company's designee which, upon Company's direction, is incorporated or interpolated by Producer into any of the results, proceeds, and product of Producer's services; and (iii) any matter concerning or arising out of Company's development, production, exhibition, or other exploitation of any portion of the Series, except such matters covered by Producer's indemnity as set forth above.

6. COMPUTATION OF TIME PERIOD / MANNER OF DELIVERY / APPLICABLE LAW: The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal Federal holiday, and then it is also excluded. All payments and notices shall be deemed delivered upon the earlier of: (a) three (3) business days after mailing first-class mail in the United States mail, postage prepaid, and addressed to the respective party upon whom it is to be delivered; or (b) actual receipt, whether hand-delivered, emailed, or received by fax, by the party to whom it is to be delivered. This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein.

7. AGREEMENT TO EXECUTE AND DELIVER ALL DOCUMENTS REQUIRED: Producer shall execute and deliver to Company, after a reasonable opportunity to review and comment (i.e., within five (5) business days of Producer's receipt), any and all documents consistent with this Agreement that Company shall reasonably deem necessary to effectuate the purposes of this Agreement. In case of Producer's refusal or failure to timely so execute or deliver, or cause to be so executed and delivered, any assignment or other instrument herein provided for, then in such event, such party hereby nominates, constitutes, and appoints Company, and Company shall therefore be deemed to be said party's true and lawful attorney in fact, irrevocably, solely to execute and deliver all of such documents, instruments, and assignments in such party's name and on their behalf. Company will promptly provide Producer with a copy of each such document so executed by Company using such power of attorney; provided that an inadvertent failure to do so shall not be a breach hereof or affect the validity of this Agreement.

8. NO OBLIGATION TO PRODUCE: It is understood and agreed that Company shall have no obligation to produce, complete, release, distribute, advertise, or exploit any production hereunder, and Producer releases Company from any liability for any loss or damage either or both may suffer by reason of Company's failure to produce, complete, release, distribute, advertise, or exploit any of such productions, provided, however, such release shall not relieve Company from the obligation to pay Producer any guaranteed compensation.

9. PAYOLA/PLUGOLA: Producer hereby agrees that Producer has not nor will accept or agree to accept, or pay or agree to pay, any money, service, or other valuable consideration, other than the compensation payable hereunder, for the inclusion of any matter, including, without limitation, the name of any person, product, service, trademark, or brand name as a part of any program in connection with which Producer's services are rendered hereunder.

10. GOVERNING LAW/ARBITRATION: This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein. Nothing in this paragraph shall affect Company's ability to seek from a court injunctive or equitable relief at any time. This Agreement shall be governed by the laws of the State of California applicable to agreements entered into and to be wholly performed therein without regard to its choice-of-law principles. Any and all controversies, claims, or disputes arising out of or related to this Agreement or the interpretation, performance, or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as otherwise set forth below, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism hereunder. In the event Company and Producer are unable to informally resolve any Dispute, then such Dispute shall be submitted to final and binding arbitration with an arbitrator experienced in entertainment matters. The arbitration shall be initiated and conducted at the Los Angeles Office of JAMS, or its successor, according to the JAMS Comprehensive (for claims over Two Hundred Fifty Thousand Dollars [\$250,000]) or JAMS Streamlined (for claims under Two Hundred Fifty Thousand Dollars [\$250,000]) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure and Expedited Arbitration Rules, in effect at the time the request for arbitration is made. Unless Company and Producer agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry, who shall serve as the sole neutral, independent, and impartial arbitrator. The arbitration must be initiated by the party seeking arbitration within the limitations period provided under California law for the claim being

asserted, and this Agreement shall not be interpreted as altering or extending any statutes of limitation that would otherwise be applicable if a claim were being filed in a court of law. The arbitrator shall follow California law and the California Rules of Evidence in adjudicating the Dispute. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any punitive or exemplary damages and the parties waive any right to recover such damages. Within thirty (30) days from the date the final award is rendered, either party may request an appeal from the arbitrator's decision by giving proper notice to the other party or parties and JAMS that an appeal is sought. Appeals shall be heard and decided by a panel of three (3) neutral arbitrators, not to include the arbitrator. If no party gives notice of an appeal within the required thirty (30) day period, the arbitrator's decision shall be considered final. If there is an appeal, the decision of the majority of the panel shall constitute the final arbitration decision. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including reasonable outside attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. The parties shall otherwise be responsible for payment of all of their own costs, fees, and expenses, including attorneys' fees, of arbitrating any Dispute. In the event of conflicting arbitration provisions between this Agreement and other documents between the parties hereto, the provisions of this paragraph will control. To the extent that there is any disagreement about the arbitrability of a Dispute, the determination of arbitrability shall be made in accordance with the Federal Arbitration Act. Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County applying California law without regard to its choice-of-law principles.

11. **NOTICES:** All notices which to either party hereunder and any payments to Producer shall be sent to the address set forth above by delivering the same so addressed, postage prepaid, in the United States mail, to Producer's designated electronic mail (e-mail) account, by facsimile, by courier; or by delivering the same personally. Notices shall be deemed effective on the business day of delivery or three (3) business days after mailing. Either party may from time to time substitute a different address and/or add representation by written notice to the other party. Any notices or payments to Producer's agent shall be deemed notice or payment (as applicable) to Producer.

12. **NOTICE AND CURE:** Company shall not be deemed to be in default of this Agreement or any provision thereof until Producer has given Company detailed written notice of such purported breach and Company has had a thirty (30) day opportunity to cure such breach (ten [10] business days as to payment of monies due hereunder).

13. **DEFAULT/INCAPACITY:** In the event Producer defaults under the Agreement (including, without limitation, participation in a strike, lockout, or other dispute of a union or guild of which Producer is a member) (subject to Producer's right to cure on a one-time-only basis, within twenty-four [24] hours from notice of default), Company shall have the right to suspend and/or terminate the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. In the event Producer is physically or mentally incapacitated, Company shall have the right to suspend the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. If the disability continues for at least seven (7) consecutive days, or fourteen (14) days in the aggregate of any Series production year, Company shall have the right to terminate the Agreement.

14. **FORCE MAJEURE:** In the event of the occurrence of an event of force majeure (as that term is understood in the television industry), Producer shall have the right to suspend the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. If an event of force majeure continues for eight (8) consecutive weeks, Producer shall have the right to terminate the Agreement.

15. **EFFECT OF SUSPENSION:** A suspension pursuant to the terms hereof shall suspend the running of time of Producer's compensation under this Agreement. Without limiting any other remedies available to Company, at law or in equity, Company shall have the right, exercisable at any time, but not the obligation, to extend the term of this Agreement, postpone option periods and related option exercise dates if applicable, or reduce the term of this

Agreement, by a period of time equal to the aggregate length of all periods of suspension or any part thereof. Producer shall not be entitled to any compensation for or during any period of suspension hereunder, except to the minimum extent required by the applicable guild agreement (if any) or to the extent accrued or vested at the time of suspension, and the obligations of Company with respect to Producer's guaranteed compensation (if any) shall be reduced proportionately. During any period of suspension due to a force majeure event other than for a strike or other labor action,

16. EFFECT OF TERMINATION/SURVIVAL OF CERTAIN PROVISIONS: Notwithstanding any termination or suspension of this Agreement, the provisions relating to remedies, limitation of remedies, confidentiality, arbitrability, choice-of-law, grants of rights, warranties, indemnities, insurance, vested credit and the assignability of rights under this Agreement will remain in full force and effect.

17. REMEDIES: Notwithstanding anything to the contrary contained in the Agreement, Company reserves all of its rights and remedies at law and in equity if Producer should breach and/or materially breach the Agreement. Any remedy that Producer shall have against Company in connection with the Series shall be limited to the right to recover damages, if any, in an action at law, and Producer hereby waives any right or remedy in equity, including the right to: a) terminate the Agreement; b) rescind Company's right, title, and interest in and to the Series; and/or c) enjoin, restrain, or otherwise impair in any manner the production distribution, advertising, or exploitation of the Series or any parts or elements thereof or any rights ancillary thereto. No waiver by either party shall be construed to be a waiver of any other breach or default by such other party. Furthermore, the parties specifically and expressly agree that both parties have had the opportunity to review and comment on the Agreement and therefore the drafting of the Agreement shall not be construed against either party and the Agreement shall be interpreted in a neutral manner.

18. RELATIONSHIP OF THE PARTIES: This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. Producer shall not have the authority to, and shall not purport to have the authority to, bind Company or commit Company in any fashion. This Agreement is not for the benefit of any third party, whether or not referred to herein. Captions and organization are for convenience only and shall not be used to construe meaning. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Agreement.

19. BINDING AGREEMENT / CONFLICT: This Agreement shall be binding on Producer's successors, heirs, agents, and its and their permitted assigns, and shall be binding on Company and its permitted licensees and assignees. In the event of any conflict between these Standard Terms and Conditions and the principal agreement to which these Standard Terms and Conditions are attached, the principal agreement shall control.

EXHIBIT “A”

[See Attached]

Assignment of Rights and Contracts

This Assignment of Rights and Contracts ("**Agreement**") in connection with the project entitled "Scanners" ("**Project**") is entered into as of October 29, 2021 by and between Bron Studios USA Inc., including its affiliates and related entities (including, without limitation, Bron Studios USA Developments Inc.) (collectively "**Producer**"), on the one hand, and Media Res Studios, LLC ("**Media Res**" and together with Producer, collectively, the "**Parties**"), on the other hand, and refers to and encompasses the documents (the "**Assigned Agreements**") set forth in "Exhibit 1" attached hereto and incorporated herein.

The Parties agree that for good and valuable consideration, receipt of which is hereby acknowledged:

1. Producer hereby irrevocably grants, conveys, assigns, transfer and sets over to Media Res, in perpetuity, all of Producer's right, title and interest in and/or to the Project, whether vested or contingent and whether now known or which may hereafter come into existence, including but not limited to the following:

- (a) The Assigned Agreements;
- (b) All other instruments, if any, pursuant to which Producer acquired any right, title or interest in and/or to the Project or in connection with any of the Assigned Agreements;
- (c) All copyrights and all rights to secure, hold and enjoy copyrights and renewals and extensions of copyrights in the Project;
- (d) All literary and/or dramatic material developed in connection with the Project (including but not limited to any deal memos, notes, correspondence, and other relevant records); and
- (e) All rights of any nature in and to the Project.

All of the foregoing including but not limited to the Assigned Agreements shall be referred to collectively as the "Assigned Rights".

2. Producer represents and warrants that:

- (a) Producer does not own or control, and has not been licensed any rights in or to, any literary and/or dramatic material upon which the Project is based other than the Assigned Agreements;
- (b) Producer is authorized and has the right to grant the rights herein granted and Media Res has the right to exploit any programs based upon or derived from the Project in any and all media, now known or hereafter devised, throughout the universe and in perpetuity;
- (c) Producer has not sold, licensed, assigned, hypothecated or otherwise transferred any of the rights in and/or to the Project to any third party;
- (d) Producer is the exclusive proprietor of the rights conveyed hereunder;
- (e) There are no liens, encumbrances, litigation, claims or other interests relating to or in any way affecting the Project, Assigned Agreements or Producer's right, title and interest in and/or to the Project;
- (f) To the best of Producer's knowledge and belief aside from the Assigned Agreements, there are no other agreements Producer is aware of relating to or in any way affecting the Project;

- (g) Producer has not performed any act and/or failed to perform any act which would interfere, encumber, diminish or impair Media Res' full enjoyment of the rights granted hereunder;
 - (h) Producer expressly waives any right, claim, or interest in the Project which Producer may have, or may have had, based upon so-called "changed elements" and/or "moral rights of authors";
 - (i) Producer has fully performed all of its obligations under the Assigned Agreements up to the date of this Agreement;
 - (j) Producer has the right to assign the Assigned Agreements as set forth herein to Media Res;
 - (k) Producer has not produced any television picture or other production based upon the Project; and
 - (l) Producer has the authority to enter into this Agreement.
3. In consideration of the foregoing assignment, and subject to Producer's representations and warranties in Paragraph 2 above and subject to Paragraph 4 below, Media Res solely and exclusively assumes and undertakes to perform all executory obligations set out in the Assigned Agreements arising after the date hereof that are attendant to the Assigned Rights under the Assigned Agreements.
 4. Media Res warrants and represents that: (i) Media Res has the authority to enter into this Agreement; and (ii) Media Res will perform all of Producer's executory obligations (as set out in the Assigned Agreements) under the Assigned Agreements, except to the extent modified or superseded by separate agreement between Media Res and the other party to such Assigned Agreements, and otherwise abide by the terms and conditions of this Agreement. Except as expressly set forth in this Agreement, Media Res makes no additional representations and warranties unless set forth in writing by Media Res.
 5. Producer agrees to indemnify, defend, and hold harmless Media Res and its parent, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees and agents from and against all liability, actions, claims, demands, losses or damages (including reasonable outside attorney's fees) arising out of or resulting from any breach of any warranties, covenants or representations made by Producer under this Agreement.
 6. Media Res agrees to indemnify, defend, and hold harmless Producer and its parent, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees and agents from and against all liability, actions, claims, demands, losses, or damages (including reasonable outside attorney's fees) arising out of or resulting from any breach of any warranties, covenants or representations made by Media Res under this Agreement.
 7. All notices and other communications between the Parties hereto shall be given in writing by mail (postage prepaid), messenger or fax, addressed as indicated below. The effective date of notice shall be deemed the calendar date of the earlier of messengering, faxing, or personal delivery or two (2) days after mailing.

Media Res Studios, LLC

Mail:

6255 W. Sunset Boulevard, Suite 680
 Los Angeles, CA 90028
 Attention: Jim Dunn

Bron Studios USA Inc.

Mail:

345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210
Attention: Aaron L. Gilbert

8. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, licensees and assigns; provided, however, that each Party shall remain secondarily liable with respect to any of its obligations hereunder assigned to any party unless such party is a major, or established independent motion picture production or distribution company, a television network, a cable television network, any other similarly financially responsible party, or any other party which controls or is controlled by or is under common control with the party or which through merger, consolidation or acquisition succeeds to substantially all of the assets of the other party, in which event the party shall be released from any further liability with respect to such assigned obligation.
9. This Agreement and each provision contained herein shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement which shall remain in full force and effect.
10. This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein.
11. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
12. Each of Producer and Media Res warrants and represents that the signatories below are fully authorized to sign on behalf of their respective entity.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between them. This Agreement cannot be canceled, modified, amended, or waived, in part or in full, in any way except by an instrument in writing signed by both Parties.

AGREED & ACCEPTED:

BRON STUDIOS USA INC. (“**Producer**”)

By: _____

Its: _____

BRON STUDIOS USA DEVELOPMENTS INC.

By: _____

Its: _____

MEDIA RES STUDIO, LLC (“**Media Res**”)

By: _____

Its: _____

EXHIBIT 1

LIST OF ASSIGNED AGREEMENTS
[To be provided by Bron]

Exhibit "B"

[See Attached]

“Scanners”

SHORT FORM ASSIGNMENT AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Bron Studios USA Inc., including its affiliates and related entities (including, without limitation, Bron Studios USA Developments Inc) (collectively “Assignor”) hereby irrevocably grants, conveys, assigns, transfer and sets over to and Media Res Studios, LLC (“Assignee”), effective as of the date hereof, throughout the universe and in perpetuity, all of Assignor’s right, title and interest in and/or to the project currently entitled “Scanners” (the “Project”), whether vested or contingent and whether now known or which may hereafter come into existence, including but not limited to the following: (i) all instruments pursuant to which Assignor acquired any right, title or interest in and/or to the Project; (ii) all copyrights and all rights to secure, hold and enjoy copyrights and renewals and extensions of copyrights in the Project; (iii) all literary and/or dramatic material developed in connection with the Project; and (iv) all of Assignor’s other rights of any nature in and to the Project, including without limitation the exclusive right to produce and distribute for and in all media now known or hereafter devised all types of audiovisual works of any kind and allied rights therein (including by way of illustration, all soundtrack, music publishing, and merchandising rights) based on those certain works of authorship described as follows:

Title: “Scanners”

Written By:

Copyright Registration No.: _____

Copyright Claimant:

Including the titles, themes, stories and all other contents thereof, and the characters therein and all translations, adaptations and other versions thereof, whether now or hereafter acquired, and in and to the copyright thereof and all renewals and extensions of such copyright as set forth in the Assignment of Rights and Contracts agreement.

Assignor and Assignee have entered into an Assignment of Rights and Contracts agreement dated as of [October 29], 2021, relating to the transfer and assignment of the foregoing rights in and to said work, which rights are more fully described in said agreement, and this Short Form Assignment Agreement is expressly made subject to all of the terms, conditions and provisions contained in said agreement.

The undersigned has executed this Short Form Assignment as of [October 29], 2021.

BRON STUDIOS USA INC.

By: _____

Its: _____

BRON STUDIOS USA DEVELOPMENTS INC.

By: _____

Its: _____

EXHIBIT E**Form of Resignation Letter**

LETTER OF RESIGNATION

October [●], 2021

Media Res Studio, LLC
6255 Sunset Blvd., Suite 680
Los Angeles, California, 90028

Ladies and Gentlemen:

Reference is made to that certain Transactions and Settlement Agreement (the "Agreement"), dated as of [●], 2021, by and among Bron Media Corp., a British Columbia corporation, Bron Ventures 1 LLC, a Delaware limited liability company, Bron Studios USA Inc., a Nevada corporation and Media Res Studio, LLC, a Delaware limited liability company (the "Company"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

Effective as of the Initial Closing, I hereby resign from any and all positions I hold (including as an officer, director, or manager as applicable), in (i) the Company, (ii) any subsidiary of the Company or (iii) any Affiliate of the Company.

A signed copy of this resignation delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this resignation.

[Signature page follows]

Sincerely,

[•]

This is Exhibit "C" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on October 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A927328446D742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

THIRD FORBEARANCE AGREEMENT

This Third Forbearance Agreement (the “Agreement”), dated as of December 20, 2021 (the “Effective Date”) is made by and among Bron Ventures 1, LLC and Bron Ventures 1 (Canada) Corp., (collectively, the “Borrower”), and Access Road Capital LLC (the “Lender”).

Recitals

1. The Borrower and the Lender are parties to a certain Loan Agreement dated as of May 29, 2020 (the “Loan Agreement”) and, together with various other parties (the “Loan Parties”) to the various documents referred to and defined in the Loan Agreement as the “Loan Documents.” Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Loan Agreement and Loan Documents.

2. One or more Events of Default have occurred under the Loan Agreement, including, without limitation, an Event of Default under Section 8.01 (a) of the Loan Agreement by virtue of Borrower’s failure to repay all outstanding amounts under the Loan on or before May 29, 2021.

3. Lender and Loan Parties previously entered into a Forbearance Agreement dated as of June 10, 2021 (the “First Forbearance Agreement”) and the Forbearance Period as defined therein has expired.

4. Lender and Loan Parties entered into a Second Forbearance Agreement dated as of July 23, 2021 (the “Second Forbearance Agreement”) and the Forbearance Period as defined therein has expired.

5. Borrower and Loan Parties have asked Lender to forbear from exercising its rights and remedies under the Loan Agreement and the Loan Documents for a further period through and including June 30, 2022.

6. As a result of the Event of Default(s), Lender is entitled to pursue various legal and equitable remedies against Borrower in accordance with the terms of the Loan Documents and/or as otherwise provided by applicable law.

7. Lender is prepared to forbear, for a limited period, from exercising its rights and remedies under the Loan Agreement and the Loan Documents, but only if, and only for so long as Borrower shall agree and abide by each of the covenants and undertakings as set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. Incorporation of Recitals. Borrower acknowledges that each of the foregoing Recitals is true and accurate, and each is incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Acknowledgements. The Borrowers (and each Loan Party, by executing and acknowledging a copy of this Agreement), hereby acknowledge, stipulate and agree that: (a) Events of Default under the Loan Agreement have occurred as of the date of this Agreement including, without limitation: (i) a breach of Borrower's obligations under Section 2.04 (c) (failure to timely commence a liquidation of its investments in the Portfolio Companies); (ii) the pledge of a portion of Lender's collateral to a third party, in violation of the Loan Agreement; and (iii) failure to repay the Loan in full on the Maturity Date, and that no further notice or passage of time is required for these events to constitute Events of Default; (b) as of November 30 2021, Borrower owed Lender the amount of \$ 9,809.013.09 (plus fees, costs and expenses), plus interest from and after that date at the per diem rate of \$6,663.73, and that neither Borrower nor any Loan Party has any claims against the Lender or any of its Affiliates, and neither Borrower nor any Loan Party have any defenses with respect to repayment of the Loan, whether under the Loan Documents, or otherwise, including, but not limited to, by way of setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance; (c) there are no defaults by Lender under any of the Loan Documents; (d) all of the Loan Documents are in full force and effect and are enforceable in accordance with their terms; (e) the Forbearance Periods under the First Forbearance Agreement and the Second Forbearance Agreement have expired; and (e) Lender is entitled to immediately exercise all of its rights and remedies under the Loan Documents, including, without limitation, foreclosing on Bron Media Holdings USA Corp's membership interests in BV1 and all of Bron Media's interests as the sole shareholder of BV1 Canada, and/or exercising the rights of Bron Media Holdings USA Corp as the managing member of BV1 and all of the rights of Bron Media as the sole shareholder of BV1 Canada including, without limitation, the right to sell the Borrower's interests in the Portfolio Companies, and neither Borrower nor any Loan Party have any defenses to the exercise of such rights and remedies; (f) Lender is not waiving any Events of Default by this Agreement, (g) the Interest Rate payable under the Loan Agreement and the Loan Documents is 25% per annum; and (h) prior to executing and delivering this Agreement, the Borrower consulted with and had the benefit of advice of legal counsel of their own selection and have relied upon the advice of such counsel, and have not relied in any part upon any representation of any Lender or any Lender's representatives or advisers concerning the legal effects of this Agreement or any provision hereof. All Events of Default existing as the Effective Date, including those identified in Section 2 (a) above, are referred to herein as the "Existing Defaults".

3. Agreement to Forbear; Forbearance Conditions.

(a) Subject to timely satisfaction of the conditions set forth in Section 5, below, for so long as each of the conditions in Section 3(b) (the "Forbearance Conditions") are timely satisfied, the Lender agrees that from the Effective Date of this Agreement until its Termination Date (the "Forbearance Period"), the Lender will not, solely by reason of the existence of the Existing Defaults, demand payment, exercise any remedy available to the Lender under the Loan Agreement, Loan Documents or applicable law.

(b) The following conditions shall constitute Forbearance Conditions, the timely and continued satisfaction of each and every one of which during the Forbearance Period shall be a condition to the agreement to forbear as set forth in Section 2(a) of this Agreement. The failure to timely perform or satisfy any of these Forbearance Conditions shall be a "Forbearance Default":

(i) The Borrower duly and punctually observes, performs and discharges each and every obligation and covenant on their part to be performed under this Agreement.

(ii) No Event of Default shall occur; provided, that no Existing Default shall be deemed an Event of Default for purposes of this Agreement.

(iii) No representation or warranty made by the Borrower in this Agreement shall be false or misleading in any respect.

(iv) No voluntary petition for relief under the Bankruptcy Code (or similar statute and law) is filed by either Borrower.

(v) No involuntary petition for relief under the Bankruptcy Code (or similar statute or law) is filed against either Borrower.

(vi) On or before the last day of each calendar month, Borrower shall pay to Lender in cash an amount equal to the interest accrued for the calendar month at the Interest Rate on the balance of the Loan owing as of the 1st day of each such calendar month (irrespective of any payments made on the loan during the calendar month. As used in this Agreement, "Interest Rate" shall mean a rate per annum equal to 25% and calculated based on the actual number of days elapsed over a year of 360 days.

(vii) In addition to the payments set forth in the preceding paragraph 3 (vi), Borrower shall pay to Lender an amount equal to 50% of all Sales Fees received by it or any of its affiliates directly from a collection account (if one exists for the underlying payments) or within three (3) business days of receipt of such Sales Fees by Borrower or its affiliates. "Sales Fees" shall be defined as any and all sales, sales agency, distribution or other fees and expenses payable to the Loan Parties or any of their affiliates in connection with their distribution of motion picture, television and other product, including, without limitation, the titles identified in Schedule 1 (which shall be attached to this Agreement no later than January 7, 2022 and which Borrower represents and warrants are currently all such fees and expenses due to the Loan Parties and their affiliates) and any and all such fees and expenses which become due to Loan Parties or their affiliates hereafter. (Borrower covenants and agrees to promptly update and supplement Schedule 1 as and when new Sales Fees are created) Borrower shall provide Lender with an accounting of all Sales Fees received during a calendar month within three business days of the end of the month.

(viii) In addition to the payments set forth above, no later than three business days after the end of each calendar month commencing with payments for the January 2022 calendar month, Bron shall make a payment to Lender equal to the positive difference (if any) between (a) 10% of the Gross Revenues for the prior calendar month (as the term "Gross Revenues" is defined in that certain Bron Media Corp. Guaranty of Payment and Other Obligations, dated May 29, 2020) and the amount of Sales Fees actually paid to Lender by Borrower in the prior month.

(ix) On or before January 31, 2022, Borrower shall have delivered to Lender documents, in form and substance acceptable to Lender in its sole and absolute discretion, granting lender a validly perfected, first priority security interest in and to all of the Sales Fees and shall have an ongoing obligation to update and modify said agreements to include any and all Sales Fees that come into existence on or after February 1, 2022.

(x) Borrower shall at all times: (a) proceed diligently, expeditiously and in good faith toward a sale of some or all of its remaining interests in the Portfolio Companies and commencing February 1, 2022 provide Lender with a bi-weekly written update regarding such efforts on the first business day of the following week; and (b) commencing February 1, 2022 attempt to finance or sell the Media Res Receivable (defined below) upon terms and conditions acceptable to Lender, with the net proceeds of such transaction to be used to pay down the Loan. "Media Res Receivable" shall mean the amounts payable to Bron Media Corp., Bron Ventures 1, LLC and or Bron Studios USA Inc. pursuant to paragraph 1 of that certain Transactions and Settlement Agreement dated October 27, 2021, by and between the foregoing parties and Media Res Studio, LLC. Loan Parties acknowledge and agree that Lender has a validly perfected, first priority security interest in and to the Media Res Receivable.

4. Forbearance Period and Termination. The Forbearance Period shall begin on the Effective Date (as defined in Section 5) and end on the earlier to occur of (a) midnight Eastern Standard Time on June 30, 2022, and (b) the date that any Forbearance Default (as defined above) occurs (the "Termination Date"). If any one or more of the Forbearance Conditions is not satisfied at any time, the agreement to forbear as set forth in Section 3 of this Agreement shall immediately and automatically terminate, and the Lender shall thereupon have and may exercise all of the remedies available under the Loan Agreement and Loan Documents, without hindrance or interference from the Borrower or the Loan Parties. Except as expressly provided herein, the Lender reserves the right to exercise all of its rights and remedies under the Loan Documents.

5. Conditions Precedent. This Agreement shall terminate if Borrower fails to deliver all of the following to Lender on or before December 31, 2021:

(a) counterparts of this Agreement duly executed by each Borrower and the Loan Parties;

(b) copy of all resolutions or other approvals reasonably necessary for any Borrower and the Loan Parties to enter into this Agreement, in substance and form acceptable to Lender;

(c) a cash payment equal to \$1,015,588.72, which shall reduce to outstanding balance of the Loan to \$9,000,000.00 as of December 31, 2021;

(d) financial information in its possession for each of the Portfolio Companies as of the end of the third quarter of 2021 as of the date of this Agreement and, promptly upon receipt, all additional financial information for each of the Portfolio Companies that comes into its possession after the date of this Agreement; and

(e) The payment of all attorneys' fees, advisory fees and expenses incurred by Lender in the negotiation and documentation of this Agreement.

The Effective Date of this agreement shall be the first date on which all of the foregoing conditions are satisfied or waived in writing by Lender, but no later than December 31, 2021.

6. Representations and Warranties of Borrower. Borrower represents and warrants as follows:

(a) Duly Authorized. Borrower is a legal duly organized, validly existing and in good standing under the laws of formation and the execution, delivery and performance of this Agreement have been duly authorized by all required.

(b) Legal and Binding. This Agreement is a legally valid and binding obligation, enforceable in accordance with its terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

(c) Receipt of Notice. Borrower is in default under the terms of the Note, Loan Agreement and the Loan Documents as set forth in the Recitals to this Agreement and has received proper notice of the Event of Default and the acceleration of the Note.

(d) No Defenses. Borrower has no defenses or affirmative defenses, of any nature whatsoever in connection with the Event of Default or the assertion by Lender that Borrower is in default under the Note, the Loan Agreement, the Security Documents and the Loan Documents or the acceleration by Lender of all indebtedness thereunder, and Borrower has no claims or counterclaims against Lender, or which could be asserted against Lender by reason of any act, conduct or omission of Lender or any of its past or present officers, directors, shareholders, predecessors, employees and agents.

(e) Validity of Lien. Borrower has good and indefeasible title to the Collateral, and that the liens and security interests created by the Security Documents and the Loan Documents are valid and subsisting liens and security interests, and are superior to all liens and security interests, except for those exceptions permitted by Lender.

7. Continuing Default. Borrower and Lender agree that Lender has not, by any action, inaction, or by this Agreement, waived Borrower's obligation to cure the Events of Default and perform all of Borrower's obligations under the Loan Documents. Among other things, principal, interest and any other amounts shall continue to accrue and be payable as set forth in the Loan Documents, notwithstanding the execution of this Agreement. Accordingly, Lender shall have the discretion to enforce fully any or all of its rights under the Loan Documents at any time, without any notice to Borrower other than as required under the terms of the Loan Documents (unless such notice is waived by this Agreement), except as Lender has agreed to forbear therefrom by this Agreement.

8. Relationship of Parties; No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to alter the existing debtor-creditor relationship between the parties. This Agreement is not intended, nor shall it be construed, to create a partnership or joint venture

relationship between or among any of the parties hereto. No Person other than a party hereto is intended to be a beneficiary hereof and no Person other than a party hereto shall be authorized to rely upon or enforce the contents of this Agreement.

9. Releases. Borrower restates and reaffirms the Release set forth in the Prenegotiation Letter Agreement signed by Borrower and dated May 27, 2021, as of the Effective Date, and each Loan Party hereby joins in such Release as of the Effective Date, on its own behalf and on behalf of its Affiliates.

10. Tax Credit Financing. The Loan Parties, on behalf of themselves and their Affiliates, covenant and agree that in addition to the Loan Parties' existing outstanding obligations under the Loan Documents, with respect to projects that will generate tax credits either in a US State or Canadian Province, The Forest Road Company ("FRC") and its Affiliates shall have a right of first offer with respect to financing those credits until FRC and its Affiliates have actually financed five such projects (giving credit to any and all financings offered to FRC and its Affiliates pursuant to the First Forbearance Agreement and/or the Second Forbearance Agreement). FRC shall be an express third-party beneficiary of this Section 10, which shall survive the termination of this Agreement.

11. Entire Agreement; Modification of Agreement; Verbal Agreements Not Binding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and thereof, and supersedes all other discussions, promises, representations, warranties, agreements and understandings between the parties with respect thereto. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all the parties hereto.

12. Construction; Section Headings; Severability. This Agreement has been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Agreement nor any alleged ambiguity herein shall be interpreted or resolved against any party on the grounds that such party or its counsel drafted this Agreement or based on any other rule of strict construction. Each of the parties hereto represents that such party has carefully read this Agreement and all other instruments and agreements executed in connection herewith and that such party knows the contents hereof and has signed the same freely and voluntarily. Section titles and references contained in this Agreement have been inserted as a matter of convenience and for reference only and shall not control or affect the meaning or construction of any of the terms contained herein. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York without regard to conflicts of law principles and shall be governed by the venue provisions of Section 9.09 of the Loan Agreement.

14. Time of Essence. Time is of the essence in the performance of all terms and conditions and other obligations under this Agreement.

15. Attorney's Fees. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

16. Additional Documents. The parties hereto shall execute such other documents as may be necessary or as may be required, in the opinion of Lender or its counsel, to effect the transactions contemplated hereby and to protect the liens and security interests of the Security Documents, the insurance thereof, and the liens and/or security interests of all other collateral instruments.

17. Non-Waiver of Default. Neither this Agreement nor any forbearance hereunder shall be deemed a waiver of or consent to any Event of Default.

18. No Novation, etc. This Agreement is not intended to be, nor shall it be construed to create a novation or accord and satisfaction.

19. Counterparts; Waiver of Notice of Acceptance. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which taken together shall be one and the same instrument.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

Bron Ventures 1, LLC

By: _____
DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

Name:

Title:

Bron Ventures 1 (Canada) Corp.

By: _____
DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

Name:

Title:

LENDER:

Access Road Capital LLC

By: _____
Name: Idan Shani
Title: Chief Operating Officer/Chief Financial Officer

ACKNOWLEDGED AND CONSENTED TO BY LOAN PARTIES:

Bron Media Corp.

By:

Its:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Bron Studios USA, Inc.

By:

Its:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Bron Media Holdings USA Corp.

By:

Its:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Bron Media Holdings USA Inc.

By:

Its:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Bron Animation, Inc.

By:

Its:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Bron Studios UK Ltd.

By:

Its:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Shadow Play Series Holdings UK Ltd.

By:

Its:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

TWWMD HOLDINGS, LLC

By:

Its:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

SCHEDULE 1

SALES FEES

This is Exhibit "D" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on October 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

ACKNOWLEDGMENT AGREEMENT

This ACKNOWLEDGMENT AGREEMENT (this “Agreement”) is made and entered into as of October 29, 2021 by and between Bron Media Corp., a British Columbia corporation (“Bron Media”), Bron Ventures 1 LLC, a Delaware limited liability company (“Bron Ventures”), and Bron Studios USA Inc., a Nevada corporation (“Bron Studios”, and together with Bron Media and Bron Ventures, collectively, the “Bron Parties”), and Access Road Capital, LLC (“Access Road”) and, solely for the limited purposes expressly set forth herein, Media Res Studio, LLC (the “Company” and, together with its Affiliates, the “Company Beneficiaries”). Bron Media, Bron Ventures, Bron Studios, Access Road and the Company are sometimes referred to in this Agreement together as the “Parties” and individually as a “Party.” Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Transactions and Settlement Agreement (as defined below).

Recitals

(1) The Bron Parties and the Company are parties to that certain Transactions and Settlement Agreement dated as of October 27, 2021 (the “Transactions and Settlement Agreement”), a true and correct copy of which is attached hereto as Exhibit A.

(2) Bron Ventures and Bron Ventures 1 (Canada) Corp. (collectively, the “Borrowers”) and Access Road are parties to that certain Loan Agreement dated as of May 29, 2020 (the “Access Road Loan Agreement”) and the various documents referred to and defined in the Access Road Loan Agreement as the “Loan Documents” (the “Access Road Loan Agreement” and the “Loan Documents” are collectively referred to herein as the “Financing Documents”).

(3) Bron Media and the Company are parties to the Bron Loan Agreement.

(4) One or more Events of Default (as defined under the Financing Documents) has occurred under the Financing Documents.

(5) Pursuant to the Transactions and Settlement Agreement (a) the Bron Parties desire to assign all of their rights, titles and interest in and to the Payments (as defined below) under the Transactions and Settlement Agreement for the benefit of Access Road in its capacity as lender under the Access Road Loan Agreement, (b) Access Road desires to receive all of the Bron Parties right, title, and interest in and to the Payments and to apply such Payments to satisfy the outstanding obligations of the Borrowers under the Access Road Loan Agreement (the “Obligations”) and (c) as a condition to the Company’s willingness to enter into the Transactions and Settlement Agreement, and to make the Payments contemplated thereby, the Company desires to obtain certain agreements and assurances from the Bron Parties and Access Road, as set forth herein.

Agreement

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. Incorporation of Recitals. The Parties acknowledge that each of the foregoing Recitals is true and accurate, and each is incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Assignment of Payments. Unless and until the Access Road Loan Agreement has been repaid in full, each of Bron Parties hereby grants, conveys, transfers, assigns and delivers to Access Road any and all rights, titles, claims and interests in and to all payments, disbursements, distributions or proceeds to any Bron Party pursuant to the Transactions and Settlement Agreement (collectively, "Payments"), in favor of Access Road, in its capacity as lender to the Borrowers in connection with the Access Road Loan Agreement, (the "Assignment"). The Bron Parties acknowledge and agree that any Payments actually made by the Company shall be made directly to Access Road on behalf of the Bron Parties in accordance with the wire instructions set forth in Exhibit B attached hereto. The Bron Parties further acknowledge and agree that to the extent that any Payments are delivered directly by the Company to Access Road, such Payment amounts shall be treated for all purposes of the Transactions and Settlement Agreement as having been paid by the Company to the Bron Parties under the Transactions and Settlement Agreement. Notwithstanding the foregoing, for the avoidance of doubt, neither the Assignment nor any other provision of this Agreement shall be construed to give Access Road or any of its Affiliates any legal or equitable right, benefit or remedy of any nature whatsoever against the Company or any of its Affiliates under or in respect of the Transactions and Settlement Agreement or the Transactions or any other agreement or contract among any of the Bron Parties or any of their Affiliates, on the one hand, and the Company Beneficiaries, on the other hand. Notwithstanding the foregoing, if, prior to any Payment being made hereunder by the Company, Access Road delivers to the Company binding written notice, in form and substance reasonably satisfactory to the Company, that the Access Road Loan Agreement has been repaid in full, the foregoing Assignment shall terminate in respect of any and all Payments that have not been made at such time, and thereafter the Company shall make all Payments to the Bron Parties pursuant to the payment terms and mechanics set forth in the Transactions and Settlement Agreement.

3. Application of Proceeds. All Payments payable to the Bron Parties pursuant to the Transactions and Settlement Agreement shall be assigned to Access Road to be applied to the Obligations secured by the Loan Documents.

4. Access Road Acknowledgments. Access Road (on behalf of itself and its Affiliates) by executing and acknowledging a copy of this Agreement, hereby acknowledges, stipulates and consents to (and waives any objections, rights, or claims with respect thereto) the terms and conditions of the Transactions and Settlement Agreement and the Transactions, including, without limitation: (a) the terms and conditions of the Conversion (and the transactions contemplated thereby) as set forth in Section 2 of the Transactions and Settlement Agreement and (b) the terms and conditions of the A&R LLC Agreement to be in effect as of the Initial Closing (including the transfer restrictions with respect to the units held by Bron Ventures or its Affiliates as set forth in Article VI of the A&R LLC Agreement). Access Road hereby agrees that it shall

not institute, and shall cause its Affiliates not to institute, directly or indirectly, any action or bring any other claim challenging, disputing, arising under, or in connection with: (a) the Transactions and Settlement Agreement, (b) any other agreement or contract among any of the Bron Parties or any of their Affiliates, on the one hand, and any of the Company Beneficiaries, on the other hand or (c) the transactions or agreements contemplated by or otherwise relating to any of the foregoing, against any of the Company Beneficiaries. Nothing set forth in this letter shall confer or give or shall be construed to confer or give to any Person any rights or remedies against the Company or any of the Company Beneficiaries, other than the right of Access Road to enforce the terms of this Agreement in accordance herewith.

5. Representations and Warranties of Bron Parties. The Bron Parties represent and warrant as follows:

(a) Each Bron Party is a legal duly organized entity, validly existing and in good standing under the laws of its jurisdiction of formation.

(b) This Agreement has been duly authorized, executed and delivered by such Bron Party, and assuming that this Agreement is the valid and binding agreement of the other Parties, this Agreement constitutes the valid and binding obligation of such Bron Party, enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

(c) None of the execution, delivery and performance of this Agreement by such Bron Party, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental agency or court to which such Bron Party is subject, (ii) violate any term of such Bron Party's constitutional or organizational documents of such Bron Party (each as may be amended from time to time) or (iii) conflict with, or result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract or other arrangement to which such Bron Party is a party.

(d) The rights, title and interests assigned by the Bron Parties pursuant to this Agreement are not subject to any prior transfer, conveyance or assignment by the Bron Parties or any agreement to assign, convey or transfer, in whole or in part.

6. Representations and Warranties of Access Road. Access Road represents and warrants as follows:

(a) Access Road is a legal duly organized entity, validly existing and in good standing under the laws of its jurisdiction of formation.

(b) This Agreement has been duly authorized, executed and delivered by Access Road, and assuming that this Agreement is the valid and binding agreement of the other parties, this Agreement constitutes the valid and binding obligation of Access Road, enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency,

reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

(c) None of the execution, delivery and performance of this Agreement by Access Road, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental agency or court to which Access Road is subject, (ii) violate any term of the constitutional or organizational documents of Access Road (each as may be amended from time to time) or (iii) conflict with, or result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract or other arrangement to which Access Road is a party.

7. Representations and Warranties of the Company. The Company represents and warrants as follows:

(a) The Company is a legal duly organized entity, validly existing and in good standing under the laws of its jurisdiction of formation.

(b) This Agreement has been duly authorized, executed and delivered by the Company, and assuming that this Agreement is the valid and binding agreement of the other parties, this Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

(c) None of the execution, delivery and performance of this Agreement by the Company, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental agency or court to which the Company is subject, (ii) violate any term of the constitutional or organizational documents of the Company (each as may be amended from time to time) or (iii) conflict with, or result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract or other arrangement to which the Company is a party.

8. Relationship of Parties: Third-Party Beneficiaries. Nothing in this Agreement shall be construed to alter the existing debtor-creditor relationship between the Bron Parties and Access Road. This Agreement is not intended, nor shall it be construed, to create a partnership or joint venture relationship between or among any of the parties hereto. No Person other than a Party hereto is intended to be a beneficiary hereof and no Person other than a Party hereto shall be authorized to rely upon or enforce the contents of this Agreement; provided, however, that each of the Company's Affiliates are intended third-party beneficiaries of, and may enforce, the provisions of this Agreement on behalf of or in favor of the Company.

9. Entire Agreement; Modification of Agreement; Verbal Agreements Not Binding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all other discussions, promises, representations, warranties, agreements and understandings between the parties with respect thereto. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all of the parties hereto.

10. Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt, if personally delivered or if sent by confirmed email transmission, (b) on the business day following mailing by Federal Express or other overnight courier, postage prepaid, or (c) on the third business day following mailing by the United States mail, postage prepaid, addressed to the parties at the addresses set forth below each Party's signature.

11. Construction; Section Headings; Severability. This Agreement has been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Agreement nor any alleged ambiguity herein shall be interpreted or resolved against any Party on the grounds that such Party or its counsel drafted this Agreement, or based on any other rule of strict construction. Each of the parties hereto represents that such Party has carefully read this Agreement and all other instruments and agreements executed in connection herewith and that such Party knows the contents hereof and has signed the same freely and voluntarily. Section titles and references contained in this Agreement have been inserted as a matter of convenience and for reference only and shall not control or affect the meaning or construction of any of the terms contained herein. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Governing Law; Jurisdiction. As between Access Road and the Bron Parties, this Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York without regard to conflicts of law principles and shall be governed by the venue provisions of Section 9.09 of the Access Road Loan Agreement. As between the Company and the other Parties, this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof and shall be governed by the service of process and venue provisions of Section 11(d) of the Transactions and Settlement Agreement.

13. Time of Essence. Time is of the essence in the performance of all terms and conditions and other obligations under this Agreement.

14. Attorneys' Fees. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

15. Non-Waiver of Default. This Agreement shall not be deemed a waiver of or consent to any Event of Default.

16. No Novation, etc. This Agreement is not intended to be, nor shall it be construed to create a novation or accord and satisfaction.

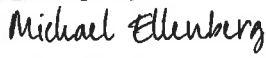
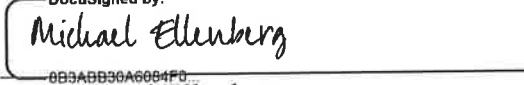
17. Counterparts; Waiver of Notice of Acceptance. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which taken together shall be one and the same instrument.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

COMPANY:

MEDIA RES STUDIO, LLC,
a Delaware limited liability company

DocuSigned by:

By: 
Name: Michael Ellenberg
Title: Authorized Signatory

Address: 6255 W. Sunset Boulevard, Suite 680
Los Angeles, CA 90028
Attn: Natalya Petrosova

Email: Natalya_Petrosova@mediares.studio

With a copy to: Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Attn: Brad Helms; Scott French

Email: Bradley.Helms@lw.com;
scott.french@lw.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BRON PARTIES:**Bron Ventures 1 LLC**

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Authorized Signatory
Address: 345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210

Bron Media Corp.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Director
Address: 5542 Short Street
Burnaby, BC V5J 1L9

Bron Studios USA Inc.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Director
Address: 345 N. Maple Drive, Suite 294

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ACCESS ROAD:

Access Road Capital LLC

By: 
Name: Idan Shani
Title: Authorized Agent

Address: 1177 Ave of the Americas, F15
New York, NY 10036

Exhibit A

Transactions and Settlement Agreement

TRANSACTIONS AND SETTLEMENT AGREEMENT

This TRANSACTIONS AND SETTLEMENT AGREEMENT (this “Agreement”) is made and entered into as of October 27, 2021 by and between Media Res Studio, LLC, a Delaware limited liability company (the “Company”), Bron Media Corp., a British Columbia corporation (“Bron Media”), Bron Ventures 1 LLC, a Delaware limited liability company (“Bron Ventures”), and Bron Studios USA Inc., a Nevada corporation (“Bron Studios”, and together with Bron Media and Bron Ventures, collectively, the “Bron Parties”). Bron Media, Bron Ventures, Bron Studios and the Company are sometimes referred to in this Agreement together as the “Parties” and individually as a “Party.”

RECITALS

A. The Company and Bron Media entered into that certain Revolving Loan Agreement, dated as of January 2, 2018 (the “Bron Loan Agreement”).

B. Bron Ventures is the owner of 250 Series A Preferred Units (as defined in the Current LLC Agreement referenced below) of the Company (as may be converted into Class A Common Units at the Initial Closing as provided for herein, the “Units”).

C. Upon the terms and subject to the conditions set forth in this Agreement, the Parties desire that, among other things, the following occur as a result of entering into this Agreement: (i) Bron Ventures shall sell and transfer to the Company, and the Company shall purchase from Bron Ventures, an aggregate of 220 Units, (ii) Bron Ventures shall convert any Series A Preferred Units that remain outstanding after the Initial Closing (as defined below) into Class A Common Units of the Company (“Class A Common Units”), (iii) the Company shall repay the indebtedness outstanding under the Bron Loan Agreement (as defined below) and the Parties shall terminate the Bron Loan Agreement in connection therewith (including providing for the release of any and all liens relating to the Bron Loan Agreement and the release of all claims by the Company against Bron Media for any unfunded amount under the Bron Loan Agreement), (iv) the Company shall reimburse Bron Studios (as defined below) for its out-of-pocket expenses incurred in connection with the “Ink” and “Scanners” projects (plus an additional 5% fee thereon), and Bron Studios shall assign any rights or contracts related to the “Ink” and “Scanners” projects to the Company, (v) the Company shall make payments in the aggregate of \$11,485,366 to the Bron Parties, including \$4,000,000 to the Bron Parties at the Initial Closing (assuming an Initial Closing of October 29, 2021), (vi) each Party, on behalf of itself and each of its Associated Parties (as defined below), shall release, acquit and forever discharge each of the Releasees (as defined below) applicable to such releasing Party from any and all Claims (as defined below), and (vii) the Parties shall enter into and execute on such other related ancillary matters as further set out in this Agreement to effectively carry out the purposes of the foregoing.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Bron Repurchase Transactions. Subject to the terms and conditions of this Agreement, Bron Ventures hereby agrees to sell and transfer to the Company, and the Company agrees to purchase from Bron Ventures, an aggregate of 220 Units, for an aggregate purchase price of \$7,557,075 (or \$34,350.34 per Unit) ("Purchase Price"), as follows: (a) the Company shall purchase 2 Units from Bron Ventures at the Initial Closing (defined below); and (b) the Company shall purchase the remaining 218 Units from Bron Ventures following the Initial Closing in one or a series of subsequent closings (as determined by the Company in its sole discretion) (each, a "Subsequent Closing"), but no later than December 31, 2022 (collectively, the "Repurchase Transactions"). To effect the purchase of Units at any Subsequent Closing, the Company shall deliver written notice to Bron Ventures at least five business days prior to the date of such Subsequent Closing (as designated by the Company), specifying the date of the Subsequent Closing, the number of Units to be purchased and the aggregate purchase price for such Units, each in accordance with this Section 1. Notwithstanding anything in the foregoing to the contrary, Repurchase Transactions may occur after December 31, 2022; provided, however, that in the event that the Company shall fail for any reason to complete the Repurchase Transactions on or before December 31, 2022, then as compensation for such failure and delay, the Parties agree that the portion of the Purchase Price unpaid as of such date shall thereafter bear simple interest at the rate of 8% per year, accruing from (but not including) December 31, 2022 through (and including) the date such portion is actually paid.

At the Initial Closing and any Subsequent Closing, upon payment of the applicable portion of the Purchase Price, the applicable Units shall be deemed automatically purchased by the Company and transferred from Bron Ventures to the Company, whereupon such Units will be retired and cancelled by the Company. Following any repurchase of Units pursuant to this Section 1, Bron Ventures will no longer hold any rights with respect to such Units repurchased.

2. Conversion and A&R LLC Agreement. At the Initial Closing, each issued and outstanding Series A Preferred Unit not purchased at the Initial Closing shall automatically be converted into one Class A Common Unit (the "Conversion"). In contemplation of the Conversion and the other transactions contemplated herein (collectively, the "Transactions"), at the Initial Closing, the Company's existing limited liability company agreement (the "Current LLC Agreement") shall be amended and restated in substantially the form set forth on Exhibit A ("A&R LLC Agreement"). The Parties agree that this Section 2 shall be deemed Bron Ventures' written consent in all respects to the Conversion and the amendment and restatement of the Current LLC Agreement into the A&R LLC Agreement at the Initial Closing.

3. Repayment and Termination of Bron Loan Agreement. At the Initial Closing, in consideration of payment in full by the Company of the Payoff Amount (as defined in the Payoff Letter referenced below) pursuant to the Payoff Letter (defined below), Bron Media hereby agrees that, notwithstanding the three (3) business day period set forth in Section 12.1 of the Bron Loan Agreement, immediately upon receipt of the Payoff Amount, all obligations under the Bron Loan Agreement shall have been fully satisfied, each of the Loan Documents (as defined in the Bron Loan Agreement) shall be automatically terminated and cancelled and any and all liens relating to the Bron Loan Agreement shall be released, and neither Bron Media nor the Company, nor any of their respective Affiliates, shall have any further obligations or liabilities under the Bron Loan Agreement or any of the other Loan Documents, including any obligation by Bron Media to make

any Advances (as defined in the Bron Loan Agreement) to the Company under the Bron Loan Agreement (the "Loan Termination").

4. Projects. At the Initial Closing, the Company and Bron Studios shall enter into (i) the Executive Producer Agreement regarding the feature film project currently entitled "Ink", in substantially the form set forth on Exhibit C (the "Ink Producer Agreement"), and (ii) the Non-Writing Executive Producer Agreement regarding the television/new media project currently entitled "Scanners", in substantially the form set forth on Exhibit D (the "Scanners Producer Agreement"), and together with the Ink Producer Agreement, the "Producer Agreements". The Producer Agreements provide for, among other things, (i) the reimbursement of Bron Studios' out-of-pocket expenses incurred in connection with the "Ink" and "Scanners" projects (plus an additional 5% fee thereon), as respectively provided in Section 3 of each of the Producer Agreements, in the aggregate amount of \$790,209 (the "Bron Reimbursement Amount"), and (ii) the assignment of rights and contracts related to the "Ink" and "Scanners" projects from Bron Studios to the Company, as respectively provided in Section 2 of each of the Producer Agreements.

5. Closings. The closing of the transactions contemplated under Sections 1, 2, 3 and 4 of this Agreement (other than the transactions specified to occur at a Subsequent Closing) shall occur at 9:00 a.m. (Pacific time), on October 29, 2021, or at such other time and place as the Parties mutually agree upon in writing (which time and place are designated as the "Initial Closing"). The Initial Closing and any Subsequent Closings shall collectively be referred to as the "Closings", and each individually as a "Closing".

6. Deliveries and Transfers at the Initial Closing. Subject to the terms and conditions set forth herein, and on the basis of the representations, warranties, covenants and agreements set forth herein, at the Initial Closing:

(a) The Company shall wire an aggregate of \$4,000,000 to the Bron Parties to the bank account designated by the Bron Parties for (i) the purchase of 2 Units from Bron Ventures pursuant to Section 1(a), (ii) payment of the Payoff Amount (as defined in the Payoff Letter), and (iii) payment of the Bron Reimbursement Amount pursuant to Section 4.

(b) Bron Ventures shall transfer and assign to the Company all of the Units purchased by the Company at the Initial Closing pursuant to Section 1(a).

(c) Bron Ventures shall deliver an executed counterpart signature page to the A&R LLC Agreement.

(d) Unless previously delivered prior to the Initial Closing, Bron Media shall deliver an executed payoff letter, substantially in the form of Exhibit B ("Payoff Letter"), accompanied by the Release of Security Interest set forth therein, any UCC termination statements, copyright terminations, evidence of release of any and all liens relating to the Bron Loan Agreement and the Loan Documents, and any other documentation reasonably requested by the Company to evidence the Loan Termination.

(e) In the event any loan obligations from any Bron Party (or any of their Affiliates) to Access Road Capital, LLC ("Access Road") or any of Access Road's Affiliates remain outstanding as of the Initial Closing and implicates any assets of the Company or the

Company's business, the Bron Parties shall deliver a duly executed acknowledgement agreement with respect to the Transactions, in form and substance reasonably satisfactory to the Company, executed by Access Road and the Bron Parties ("Access Road Acknowledgement"), providing for, among other things, that (i) so long as any loan obligations from any Bron Party (or any of their Affiliates) to Access Road or any of Access Road's Affiliates remain outstanding, that any proceeds paid to Bron Parties pursuant to this Agreement will be assigned by the Bron Parties to Access Road, and (ii) Access Road (on behalf of itself and any of its relevant Affiliates) has consented to this Agreement and the Transactions (and shall not raise any objections with respect thereto) and acknowledges the Conversion and the updated terms and conditions of the A&R LLC Agreement to be in effect as of the Initial Closing (including the transfer restrictions with respect to the Bron Units set forth in Section 6.1 of the A&R LLC Agreement).

(f) Bron Studios and the Company shall each have delivered their respective counterpart signature pages to the Producer Agreements.

(g) The Parties shall make such other deliveries as are required and in accordance with Section 9.

7. Representations and Warranties of the Company. The Company represents and warrants to the Bron Parties that the statements contained in this Section 7 are true and correct as of the date of this Agreement and will be true and correct as of each Closing.

(a) Good Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) Authority. All action on the part of the Company for the authorization, execution and delivery of this Agreement and the performance of the Company's obligations hereunder has been taken.

(c) Execution and Delivery. This Agreement has been duly authorized, executed and delivered by the Company and, assuming that this Agreement is the valid and binding agreement of the other Parties, constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

(d) No Conflict. None of the execution, delivery and performance of this Agreement by the Company, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental agency or court to which the Company is subject, (ii) violate any term of the Company's certificate of formation or limited liability company agreement (each as amended from time to time), or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract or other arrangement to which the Company is a party.

(e) No Additional Representations or Warranties. Except as provided in this Section 7, neither the Company nor any of its Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives has made, or is making, any representation or warranty whatsoever, express or implied, at law or in equity, to any Bron Party or of their respective Affiliates, or any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives, and no such party shall be liable in respect of the accuracy or completeness of any information provided to any Bron Party or of their respective Affiliates, or any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives.

8. Representations and Warranties of the Bron Parties. Each Bron Party hereby represents and warrants to the Company that the statements contained in this Section 8 are true and correct as of the date of this Agreement and will be true and correct as of each Closing.

(a) Authority. All action on the part of such Bron Party for the authorization, execution and delivery of this Agreement and the performance of such Bron Party's obligations hereunder has been taken.

(b) Execution and Delivery. This Agreement has been duly authorized, executed and delivered by such Bron Party, and assuming that this Agreement is the valid and binding agreement of the other Parties, this Agreement constitutes the valid and binding obligation of such Bron Party, enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

(c) No Conflict. None of the execution, delivery and performance of this Agreement by such Bron Party, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree or other restriction of any governmental agency or court to which such Bron Party is subject, (ii) violate any term of such Bron Party's constitutional or organizational documents of such Bron Party (each as may be amended from time to time) or (iii) conflict with, or result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract or other arrangement to which such Bron Party is a party.

(d) Units. Bron Ventures is the legal, record, equitable and beneficial owner of all of the Units to be transferred by the Bron Parties to the Company pursuant to this Agreement and has good and valid title to such Units, free and clear of all liens, restrictions, charges, encumbrances, or other adverse claims (collectively, "Encumbrances"), other than Encumbrances arising under the Company's limited liability company agreement as in effect as of the applicable Closing (collectively, "Permitted Encumbrances"). Bron Ventures has full right, power and authority to sell, assign and transfer such Units as contemplated by Section 1 and upon transfer of such Units under this Agreement to the Company, the Company will acquire good and valid title thereto, free and clear of all Encumbrances other than Permitted Encumbrances.

(e) Litigation and Proceedings. There are no lawsuits, actions, suits, claims or other proceedings at law or in equity, or, to the knowledge of any Bron Party, investigations, pending before or by any governmental agency or court to which the Company is subject or, to the knowledge of any Bron Party, threatened against any Bron Party or any of their respective Affiliates or their respective representatives which, in each case, if resolved adversely to any Bron Party or any of their respective Affiliates or representatives, would reasonably be expected to have a Bron Material Adverse Effect. There is no unsatisfied judgment or any open injunction binding upon any Bron Party which would reasonably be expected to have a Bron Material Adverse Effect. A “Bron Material Adverse Effect” shall mean a material adverse effect on the ability of any Bron Party, in a timely manner, to enter into, to perform its obligations under, or to consummate the transactions contemplated by, this Agreement.

(f) No Outside Reliance. Notwithstanding anything contained in this Section 8(f) or any other provision hereof, each Bron Party acknowledges and agrees that neither the Company nor any of its Affiliates, nor any of its or their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives, has made, or is making, any representation or warranty whatsoever, oral or written, express or implied (and no Bron Party nor any of their Affiliates or their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives has relied on any representation, warranty or statement of any kind by the Company or any of its Affiliates or any of its or their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives), beyond those expressly given in Section 7, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Company or any of its subsidiaries. Without limiting the generality of the foregoing, it is understood that any information, documents or other materials or due diligence discussions that have been or shall hereafter be provided to or engaged in with any Bron Party or any of their respective Affiliates or any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives are not and will not be deemed to be representations or warranties of the Company or any of its Affiliates or any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing, except as may be expressly set forth in Section 7.

(g) Knowledge and Experience.

(i) Each Bron Party (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its participation in the Transactions, (B) confirms it is capable of evaluating the merits and risks regarding the Transactions and of making an informed decision with respect thereto and (C) is consummating the Transaction with a full understanding of all of the terms, conditions and risks and willingly assumes those terms, conditions and risks.

(ii) Each Bron Party confirms that the Company has made available to each Bron Party the opportunity to ask questions of the officers and management employees of the Company and to acquire additional information about the business and financial condition of the Company and its subsidiaries, and each Bron Party has evaluated the merits and risks of the Transactions based on its own independent review and consultations with such investment, legal,

tax, accounting and other advisers as it deemed necessary. Each Bron Party further confirms that such Bron Party (and its representatives that currently serve on the Board) are familiar with the business and financial condition of the Company, and based on such Bron Party's own knowledge and investigation, has made its own informed decision to enter into this Agreement and consummate the Transactions as contemplated hereby without reliance on any representation or warranty of, or advice from, the Company or any of its Affiliates, except as explicitly set forth in Section 7.

(iii) Each Bron Party acknowledges that (i) the Company currently may have, and later may come into possession of, information with respect to the Company that is not known to the Bron Parties and that may be material to a decision to agree to enter into the Transactions (the "Excluded Information"), (ii) each Bron Party has determined to enter into the Transactions notwithstanding its lack of knowledge of the Excluded Information, and (iii) the Company shall have no liability to any Bron Party and each Bron Party waives and releases any claims (other than claims as a result of a breach of a representation or warranty explicitly set forth in Section 7) that it might have against the Company whether under applicable securities laws or otherwise, with respect to any actual or purported nondisclosure of the Excluded Information in connection with the Transactions.

(iv) Each Bron Party acknowledges that the Purchase Price was negotiated expressly in the context of all of the Transactions, considered in the aggregate. Each Bron Party also acknowledges that neither the Company nor any other person or entity makes any representations about the fair market value of the Units. Each Bron Party further acknowledges that the Units to be purchased by the Company pursuant to Section 1 may increase in value in the future, perhaps significantly, and that by selling such Units, each Bron Party understands that it is taking the risk that such Units may increase in value, and that as a result of the Repurchase Transactions will not be able to realize any future value of such Units. Each Bron Party further acknowledges that the Units not purchased by the Company may decrease in value in the future, perhaps significantly, after the Initial Closing, and that by not selling all of its Units to the Company, the Bron Parties may never have the ability to sell its Units again or ever be offered a price for such Units that is equivalent to the Purchase Price. Each Bron Party acknowledges that the ability to transfer any Bron Security is significantly restricted under the A&R LLC Agreement and the holder of such Bron Securities may be required to hold such Bron Securities indefinitely unless a transfer to a third party is approved by the Company.

(v) Each Bron Party acknowledges that (i) the Company is relying on such Bron Party's representations, warranties, acknowledgments and agreements in this Agreement as a condition to entering into this Agreement and proceeding with the Transactions; and (ii) without such representations, warranties and agreements, the Company would not enter into this Agreement or engage in the Transactions.

9. Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions to be performed by the Company at the Initial Closing or any Subsequent Closing are subject to the satisfaction, on or before such Closing, of each of the following conditions, unless otherwise waived:

(a) A&R LLC Agreement. Bron Ventures shall have executed and delivered to the Company a counterpart signature page to the A&R LLC Agreement, effective as of the Initial Closing.

(b) Payoff Letter. Bron Media shall have executed and delivered to the Company the Payoff Letter at least two business days prior to the Initial Closing.

(c) Resignation Letters. The Bron Parties shall have delivered duly executed letters of resignations, in the form attached hereto as Exhibit E and effective as of the Initial Closing, of each employee or other representative of a Bron Party reasonably requested by the Company, including, without limitation, Aaron Gilbert.

(d) Producer Agreements. Bron Studios shall have executed and delivered to the Company all requisite counterpart signature pages of Bron Studios or any of its Affiliates to the Producer Agreements.

(e) Access Road Acknowledgment. If applicable, the Bron Parties shall have delivered the fully executed Access Road Acknowledgment to the Company.

(f) Lien Searches. The Bron Parties shall have delivered to the Company the results of a lien search as of a recent date with respect to each of Bron Ventures, Bron Media and Bron Studios, and any relevant Affiliate of any of the foregoing (each, a "Bron Entity"), in each relevant jurisdiction where any Bron Entity is organized or where the assets of any Bron Entity are located, and the results of such search shall be reasonably satisfactory to the Company.

(g) Form W-9/W-8. The Bron Parties shall have delivered to the Company a properly completed Internal Revenue Service Form W-9 or appropriate Internal Revenue Service Form W-8, as applicable, for each of Bron Ventures, Bron Media and Bron Studios.

The Company may waive any condition specified in this Section 9 if it executes a writing so stating at or prior to the applicable Closing; provided that such waiver shall not act to restrict or otherwise affect the rights of the Company under this Agreement.

10. Mutual Release.

(a) Release. Effective as of the Initial Closing, each of the Parties (each, a "Releasor") on behalf of itself and each of its Associated Parties (as defined below), hereby absolutely, irrevocably, unconditionally and completely releases, acquits and forever discharges each of the Releasees (as defined below) from any and all Claims (as defined below), and hereby absolutely, irrevocably, unconditionally and completely waives and relinquishes each and every Claim that such Releasor or any such Associated Party may have had in the past, may now have or may have in the future against any of the Releasees, directly or indirectly relating to, concerning or arising out of: (i) any rights, titles and interests in, to or under any written or oral contracts, agreements or arrangements occurring, existing or entered into by such Releasor at any time up to and including the Initial Closing, and (ii) any circumstances, events, matters, causes, things, acts (including any act or failure to act that constitutes ordinary or gross negligence), omissions or conduct, occurring or existing at any time up to and including the Initial Closing arising (directly or indirectly) out of or in any way connected with the Bron Parties' equity ownership or

investments in or loans to the Company or any of its Affiliates, including, without limitation, the Bron Parties' investment in and ownership of the Units and loans made or not made under the Bron Loan Agreement; provided, however, that such Releasor is not releasing, acquitting, discharging, waiving or relinquishing any right of such Releasor or any of the Associated Parties against, or any obligation of, any Releasee directly or indirectly relating to, concerning or arising out of (1) this Agreement or any other document or agreement delivered in connection with the consummation of the transactions contemplated herein (including the A&R LLC Agreement), (2) any agreement or transaction entered into after the Initial Closing or (3) any events occurring after the Initial Closing (the matters described in clauses (1), (2) and (3), the "Excluded Claims").

(b) For purposes of Section 10(a) and this Agreement:

(i) the term "Affiliate" shall mean, with respect to any Person, any other Person that as of the date of this Agreement or as of any subsequent date, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person (for the avoidance of doubt, for purposes of this Agreement, neither the Company nor any of its Affiliates shall be deemed an Affiliate of any Bron Party, and no Bron Party nor any of their respective Affiliates shall be deemed an Affiliate of the Company);

(ii) the term "Associated Parties" means, with respect to any Releasor, (A) each of such Releasor's predecessors or successors; (B) each of such Releasor's past, present and future assigns, agents and representatives; (C) each Affiliate of such Releasor and each other Person that such Releasor has the power to bind (by such Releasor's acts or signature or otherwise); (D) each Person of which such Releasor owns, directly or indirectly, at least a majority of the outstanding equity, beneficial, proprietary, ownership or voting interests; and (E) any other Person claiming by, through or under any of the foregoing;

(iii) the term "Claim" means any and all past, present and future disputes, claims, cross-claims, counterclaims, controversies, demands, rights, obligations, debts, liabilities, sums of money, accounts, covenants, judgments, damages (whether liquidated, punitive, exemplary or other), bills, dues, undertakings, promises, complaints, charges, proceedings, accountings, actions and causes or manners of action, of every kind and nature whatsoever, whether at law or in equity, based in statute, common law or otherwise, known or unknown, matured or unmatured, absolute or contingent, accrued or not accrued, potential or direct, disclosed or undisclosed foreseen or unforeseen, or suspected or unsuspected, including (A) any claim or right that may be asserted or exercised by the undersigned or any of its Associated Parties in undersigned's or any of its Associated Parties' capacity as a current or former stockholder, member, partner, or lender of any Releasee or in any other capacity, and (B) any damages, costs, expenses and attorneys', brokers' and accountants' fees and expenses;

(iv) the term "Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity; and

(v) the term "Releasees" means, (A) with respect to each Bron Party in its capacity as Releasor: (1) the Company, (2) each Affiliate of the Company, and (3) the successors and past, present and future assigns, members (direct and indirect), partners (direct and

indirect), managers, directors, officers, employees, agents, attorneys and representatives of the respective entities identified or otherwise referred to in the immediately foregoing clauses “(1)” through “(2)”; and (B) with respect to the Company in its capacity as Releasor: (1) each Bron Party, (2) each respective Affiliate of each Bron Party, and (3) the successors and past, present and future assigns, members (direct and indirect), partners (direct and indirect), managers, directors, officers, employees, agents, attorneys and representatives of the respective entities identified or otherwise referred to in the immediately foregoing clauses “(1)” through “(2)”.

(c) Unknown Claims. For the purpose of implementing a full and complete release and discharge of Releasees, each Releasor acknowledges that the release in Section 10 of this Agreement is intended to include, without limitation, any and all Claims within the scope of Section 10(a) which such Releasor does not know or suspect to exist in such Releasor’s favor at the time of executing this Agreement, which if known by such Releasor may have materially affected such Releasor’s decision to enter into this Agreement. Each Releasor (i) represents, warrants and acknowledges that such Releasor has been fully advised by such Releasor’s attorney of the contents of Section 1542 of the Civil Code of the State of California, and (ii) hereby expressly waives the benefits thereof and any rights that such Releasor may have thereunder. Section 1542 of the Civil Code of the State of California provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Each Releasor also hereby waives the benefits of, and any rights that such Releasor may have under, any statute or common law principle of similar effect in any jurisdiction. Each Party acknowledges and confirms that this Agreement was entered into in the context of disputes and threatened or contemplated legal action by and between the Company and its Affiliates, on one hand, and the Bron Parties and their Affiliates, on the other hand, and that a material portion of the value to each Party in entering into this Agreement and consummating the Transactions contemplated hereby is in avoiding actual litigation and the receipt of the mutual release of Claims as provided in Section 10(a). Each Releasor understands and acknowledges (for itself and each of its Associated Parties) that it may discover facts different from, or in addition to, those which it knows or believes to be true with respect to the claims released herein, and agrees that (A) it is the intention of such Releasor to fully, finally and forever waive, release and relinquish all Claims against any Releasee (except for any Excluded Claims), and (B) this Agreement shall be and remain effective in all respects notwithstanding any subsequent discovery of different and/or additional facts.

11. Miscellaneous.

(a) Survival. The representations and warranties of the Parties in this Agreement shall survive the Closing without limitation as to duration.

(b) Withholding. Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement to any Person such amounts as are required to be deducted and withheld under the Code (or any provision of applicable law with respect to the making of such payment) with respect to such payment. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of whom such deduction and withholding were made. “Code” means the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated and rulings issued thereunder.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(d) Service of Process; Consent and Jurisdiction. Each of the Parties hereto irrevocably consents to the service of any process or pleading by any method permitted under California law. Each Party hereto irrevocably and unconditionally: (i) agrees that any suit, action or other legal proceeding arising out of this Agreement may be brought in the United States District Court for the Central District of California or, if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in the County of Los Angeles, California; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection which such Party may have to the laying of venue of any such suit, action or proceeding in any such court.

(e) Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all Parties appear on each counterpart of this Agreement. All counterparts of this Agreement shall collectively constitute a single agreement. Signatures to this Agreement may be transmitted by email and such signatures shall be deemed to be originals.

(f) Further Assurances. Each of the Parties hereby covenant and agree on behalf of itself, its successors and its assigns to prepare, execute, acknowledge, and deliver such other instruments, documents and statements, and take such other action as may be required by law or may be reasonable necessary, appropriate or expedient to effectively carry out the purposes of this Agreement and the transactions contemplated hereby.

(g) Expense. Each Party will bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants.

(h) Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) upon receipt, if personally delivered or if sent by confirmed email transmission, (ii) on the business day following mailing by Federal Express or other overnight courier, postage prepaid, or (iii) on the third business day following mailing by the United States mail, postage prepaid, addressed to the Parties at the addresses set forth below each Party’s signature.

(i) Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(j) Enforcement of this Agreement. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the Parties do not perform their obligations under the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions. Subject to the following sentence, the Parties acknowledge and agree that (i) each of the Parties shall be entitled to an injunction, specific performance or other equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case, without proof of damages, this being in addition to any other remedy to which the Parties are entitled under this Agreement and (ii) the right of specific enforcement in favor of each of the Parties is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each Party agrees that it will not oppose the granting of specific performance and other equitable relief on the basis that any other Party has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity. The Parties acknowledge and agree that no Party, when seeking an injunction to prevent breaches of this Agreement and/or to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11(j), shall be required to provide any bond or other security in connection with any such legal action.

(k) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign or transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of each of the other Parties.

(l) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(m) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. Any waiver of any term or condition of this Agreement must be in a writing signed by the Party sought to be charged with such waiver referring specifically to the term or condition to be waived, and no such waiver shall be deemed to constitute the waiver of any other breach of the same or of any other term or condition of this Agreement.

(n) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(o) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden

of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

COMPANY:

MEDIA RES STUDIO, LLC,
a Delaware limited liability company

DocuSigned by:

By: _____
Name: Michael Ellenberg
Title: Authorized Signatory

Address: 6255 W. Sunset Boulevard, Suite 680
Los Angeles, CA 90028
Attn: Natalya Petrosova

Email: Natalya.Petrosova@mediares.studio

With a copy to: Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Attn: Brad Helms; Scott French

Email: Bradley.Helms@lw.com;
scott.french@lw.com

Bron Media Corp.

DocuSigned by:

Aaron Gilbert

By: _____

5E05B98C84DA4EB...

Name: Aaron L. Gilbert

Title: Authorized Signatory

Bron Ventures 1 LLC

DocuSigned by:

Aaron Gilbert

By: _____

5E05B98C84DA4EB...

Name: Aaron L. Gilbert

Title: Authorized Signatory

Bron Studios USA Inc.

DocuSigned by:

Aaron Gilbert

By: _____

5E05B98C84DA4EB...

Name: Aaron L. Gilbert

Title: Authorized Signatory

Address:

345 N. Maple Drive, Suite 294

Beverly Hills, CA 90210

Attn: Aaron Gilbert

Email: agilbert@bronstudios.com

EXHIBIT A
Form Of
A&R LLC Agreement

MEDIA RES STUDIO, LLC

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

Dated as of [●], 2021

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**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MEDIA RES STUDIO, LLC**

This Second Amended and Restated Limited Liability Company Agreement (this “Agreement”) of Media Res Studio, LLC (the “Company”) is made and effective as of [●], 2021 (the “Effective Date”) by and among the Company, the parties listed on **Exhibit A** hereto (the “Members”) and each other Person who becomes a Member in accordance with the terms of this Agreement. Capitalized terms used herein without definition have the meanings set forth in Article I of this Agreement.

A. The Company was formed pursuant to the Act by filing its certificate of formation on May 22, 2017 (“Certificate of Formation”).

B. The Company and the Members entered into that certain Amended and Restated Limited Liability Company Agreement, made and effective as of January 2, 2018 (as amended from time to time, the “Prior Agreement”).

C. On [●], 2021, the Company, Bron Media Corp., a British Columbia corporation (“Bron Media”), and Bron Ventures 1 LLC, a [●] limited liability company (“Bron Ventures”), entered into that certain Transactions and Settlement Agreement (“Bron Agreement”), pursuant to which, among other things, the parties thereto agreed that in connection with the Initial Closing (as defined in the Bron Agreement), (i) all Series A Preferred Units of the Company outstanding after the Initial Closing will be converted into Class A Common Units and (ii) the Prior Agreement shall be amended and restated as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties hereto agree to amend and restate the Prior Agreement in its entirety as follows:

**ARTICLE I
DEFINED TERMS**

The following capitalized terms shall have the meanings specified in this Article I.

“Act” means the Delaware Limited Liability Company Act, as amended from time to time.

“Additional Units” means, collectively, all Units issued by the Company after the Effective Date, whether or not currently authorized or subsequently reacquired or retired by the Company, as well as rights, options or warrants to purchase such Units, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such Units, other than the following excluded securities (the “Excluded Securities”):

(i) Units, Options or Convertible Securities issued or issuable to employees of, or consultants or advisors to, the Company or its subsidiaries pursuant to compensation plans or arrangements approved by the Board;

(ii) Units issued or issuable upon the exercise of Options or the conversion of any Convertible Securities;

(iii) Units, Options or Convertible Securities issued upon the conversion of or as a dividend or distribution on any Units or any Unit split;

(iv) Units issued, issuable or deemed issued by virtue of any anti-dilution adjustment to any Preferred Units, Options or Convertible Securities, pursuant to the terms of such security;

(v) Units, Options or Convertible Securities issued in connection with debt financing, equipment leasing or real property leasing transactions approved by the Board, whether issued to a bank, lender, lessor, guarantor or other person, and/or in connection with financing to retire any such financing or leasing arrangement;

(vi) Units, Options or Convertible Securities issued (1) to vendors, suppliers or service providers in connection with the provision of goods or services, (2) pursuant to the acquisition of another entity by merger, asset purchase or other similar transaction, or in connection with a joint venture; or (3) in connection with collaboration, license, development, marketing or other similar agreements or strategic relationships which, in each of (1)-(3) above, are approved by the Board; and

(vii) Units, Options or Convertible Securities issued to acquire any Excluded Security described in clauses (i) through (vi) immediately above.

“Adjusted Book Value” means, with respect to any asset, such asset’s adjusted basis for federal income tax purposes, with the following exceptions and adjustments:

(i) The initial Adjusted Book Value of any asset contributed to the Company by a Member shall be the fair market value of such asset (unreduced by liabilities secured by such asset) as determined by the contributing Member and the Board;

(ii) The Adjusted Book Values of all Company assets may be adjusted to equal their respective fair market values (unreduced by liabilities secured by such assets), as determined by the Board as of the following times: (a) the acquisition from the Company of an additional Interest by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (b) the distribution by the Company to a Member of more than a *de minimis* amount of Company property as consideration for an Interest if the Board determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company; (c) the issuance of any profits interests to service providers; and (d) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(iii) The Adjusted Book Value of any Company asset distributed to any Member shall be the fair market value of such asset (unreduced by liabilities secured by such asset) on the date of distribution;

(iv) The Adjusted Book Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code

Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 4.3.4 hereof; provided, however, that Adjusted Book Values shall not be adjusted pursuant to this subsection (iv) to the extent the Board determines that an adjustment pursuant to subsection (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (iv); and

(v) The Adjusted Book Value of each asset determined or adjusted pursuant to subsections (i), (ii) or (iv) above shall thereafter be adjusted by the Depreciation taken into account with respect to such asset in computing Profit or Loss.

“Adjusted Capital Account” means, with respect to any Member, the balance in such Member’s Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

- (i) Add to such Capital Account the following items:
 - (A) The amount, if any, that such Member is obligated to contribute to the Company upon liquidation of such Member’s Interest; and
 - (B) The amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)(c) or the penultimate sentence of each of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- (ii) Subtract from such Capital Account such Member’s share of the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in the Member’s Adjusted Capital Account as of the end of the relevant taxable year.

“Affiliate” means, with respect to any Person, any Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person. Notwithstanding the foregoing, (a) no Member shall be deemed an Affiliate of the Company and its subsidiaries, (b) the Company and its subsidiaries shall not be deemed an Affiliate of any Member.

“Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Approved Sale” shall have the meaning set forth in Section 6.5.1.

“Board” means the Board of Managers of the Company.

“Bron Party” means Bron Ventures, Bron Media, BRON Studios Inc. or any Affiliate of any of the foregoing.

“Bron Securities” means any Interests, Units, Options or Convertible Securities that are directly or indirectly held, controlled or beneficially owned by a Bron Party.

“Budget Act” means the Bipartisan Budget Act of 2015 and any sections of the Code or Treasury Regulations promulgated thereunder and with respect thereto, each as amended from time to time.

“Business” means developing, producing, distributing and marketing media content, and all other related businesses or expansions thereof which the Board may from time to time approve.

“Capital Account” means the account maintained by the Company for each Member in accordance with the following provisions:

(i) a Member’s Capital Account shall be credited with the cash and Adjusted Book Value of any property contributed by the Member to the Company, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member’s distributive share of Profit and any item in the nature of income or gain specially allocated to such Member pursuant to the provisions of Article IV (other than Section 4.3.3);

(ii) a Member’s Capital Account shall be debited with the amount of money and the Adjusted Book Value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Company (or which are secured by property contributed by the Member to the Company), the Member’s distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of Article IV (other than Section 4.3.3); and

(iii) if any Interest is Transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the Transferred Interest.

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

(v) If the book value of Company property is adjusted pursuant to the definition of Adjusted Book Value, the Capital Account of each Member shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Regulation Section 1.704-1 (b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation. In the event that the Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Regulations, the Managers may

make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 7.3 hereof upon the dissolution of the Company.

“Capital Contribution” means, with respect to any Member, the amount of money, the principal amount of any note, and the Adjusted Book Value of any property (other than money) contributed (or deemed contributed under Regulations Section 1.704-1(b)(2)(iv)(d)) to the Company with respect to the Interest held by such Member as of the time in question less any liabilities assumed in connection with such contribution(s).

“Capital Member” means any Person holding Class A Common Units and any Units issued after the Effective Date which are voting capital Interests in the Company.

“CEO” shall have the meaning set forth in Section 5.2.2.

“CFO” shall have the meaning set forth in Section 5.2.2.

“Class A Common Unit” shall mean a Unit of membership Interest in the Company having such rights, privileges and obligations as are ascribed in this Agreement to the Class A Common Units. The number of Class A Common Units held by each Member as of the Effective Date is set forth in **Exhibit A** hereof.

“Class A Members” means those Members holding Class A Common Units.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Common Members” means the Class A Members.

“Common Percentage” means, with respect to any Member as of any date, the ratio (expressed as a percentage) of the number of Class A Common Units held by such Member on such date to the aggregate issued and outstanding Class A Common Units held by all Members on such date.

“Common Units” means the Class A Common Units and any other class of units (including profits interests) denominated as Common Units by the Board.

“Company” shall have the meaning set forth in the preamble to this Agreement.

“Company Refusal Period” shall have the meaning set forth in Section 6.2.2.

“Company’s Expiration Notice” shall have the meaning set forth in Section 6.2.2.

“Competitor” means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in a business that is competitive with the then-current and reasonably anticipated businesses of the Company, as determined by the Board; provided, however, that for the purposes of this Agreement, for so long as each such entity continues to be

Controlled by the Persons Controlling such entity as of the Effective Date, neither Endeavor or Bron Ventures shall be considered a Competitor so long as they are a Member.

“Control” (including the terms “Controlled by” and “under common Control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting interests, as trustee or executor, by contract or otherwise.

“Convertible Securities” means evidences of indebtedness, equity interests or other securities which are at any time directly or indirectly convertible into or exchangeable or exercisable for Units, but excluding Options.

“COO” shall have the meaning set forth in Section 5.2.2.

“Deemed Liquidation Event” shall have the meaning set forth in Section 4.4.2(a).

“Depreciation” means, for each taxable year of the Company (or other period for which Depreciation must be computed), an amount equal to the depreciation, amortization or cost recovery deduction allowable with respect to the Company’s assets for such period, except that if the Adjusted Book Value of any asset differs from its adjusted basis for federal income tax purposes at the beginning of any such period, the Depreciation with respect to such asset shall be an amount which bears the same ratio to the beginning Adjusted Book Value of such asset as the federal income tax depreciation, amortization or cost recovery deduction allowable with respect to such asset for such period bears to such asset’s adjusted tax basis at the beginning of such period; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period is zero, Depreciation shall be equal to the federal income tax depreciation, amortization and other cost recovery deduction which would be allowable if the federal income tax basis of the asset equaled its Adjusted Book Value.

“Disqualification Event” shall have the meaning set forth in Section 5.1.3(f).

“Disqualified Manager” shall have the meaning set forth in Section 5.1.3(f).

“Effective Date” shall have the meaning set forth in the preamble to this Agreement.

“Endeavor” Endeavor Content, LLC.

“Excess Nonrecourse Deductions” means excess nonrecourse liabilities within the meaning of Regulations Section 1.752-3(a)(3).

“Family Member” means an individual’s (i) spouse, adult sibling, adult child or adult grandchild, or (ii) any trust established solely for the benefit of such individual(s), for the benefit of any minor child or minor grandchild of such individual(s), or for the benefit of any other individual described in (i) above, or (iii) any entity in which any individual or combination of individuals described in (i) or (ii) comprise the only owners of equity interests and voting interests therein.

“Indemnitees” shall have the meaning set forth in Section 5.6.2(a).

“Independent Third Party” means any Person, who immediately prior to the contemplated transaction, (i) that does not own more than 15% of the Company’s outstanding Common Units (calculated on an as-converted and as-exercised basis) and (ii) in which no Member, any Affiliate of any Member or any Family Member of any Member owns directly or indirectly more than 15% of the equity securities (including any capital stock, partnership or limited liability interests, any other equity interests (including profits interests) and any class, group or series thereof) of such Person.

“Interest” means, as to each Member, such Member’s interest and ownership in the Company, including, without limitation, any Units, Options or Convertible Securities or a Member’s share, if any, of the Profits, Losses and the right to receive distributions from, the Company and the right to participate in the management of and vote on matters coming before the Company under the terms and provisions hereof.

“LW” shall have the meaning set forth in Section 9.16.

“Managers” means the Persons designated as such pursuant to Section 5.1.3.

“Member” means each Person signing this Agreement and any Person who subsequently is admitted as a Member of the Company.

“Member Loan Nonrecourse Deductions” means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulations Section 1.704-2(i).

“Member Minimum Gain” shall have the meaning set forth in Section 4.3.10.

“Member Nonrecourse Debt” shall have the meaning set forth in Regulation 1.704 2(b)(4) for the phrase “partner nonrecourse debt.”

“Member Representative” shall have the meaning set forth in Section 6.5.4.

“Merger Agreement” shall have the meaning set forth in Section 4.4.2(b).

“Minimum Gain” has the meaning set forth in Regulations Section 1.704-2(d). Minimum Gain shall be computed separately for each Member in a manner consistent with the Regulations under Code Section 704(b).

“Nonrecourse Deduction” shall have the meaning set forth in Regulations Section 1.704-2(b)(1).

“Notification” means a writing containing the information required by this Agreement to be communicated to any Person, as provided in Section 9.3 hereof.

“Offer Notice” shall have the meaning set forth in Section 6.2.1.

“Offer Price” shall have the meaning set forth in Section 6.2.1.

“Offered Interests” shall have the meaning set forth in Section 6.2.1.

“Officer” shall have the meaning set forth in Section 5.2.2.

“Option” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Units or Convertible Securities.

“Participating Investor” shall have the meaning set forth in Section 6.3.1.

“Permitted Transfer” means any Transfer of Interests (i) not for value between any Member who is a natural Person and such Member’s Family Members; (ii) upon or after the death of a Member who is a natural Person, by will, intestacy laws, or the laws of survivorship to such Member’s legal representative, heirs or legatees, provided such heirs and legatees are Family Members of such Member; (iii) by a Member to the Company if permitted in accordance with this Agreement and approved by the Board; (iv) if such Member is not a natural Person, to an Affiliate of such Member, provided that (x) such Transfer would not (either alone or together with any or all other Permitted Transfers by such Member or its Affiliates) result in the Person(s) Controlling such Member on the Effective Date to cease to control such Member, and (y) such Affiliate has not been formed solely for the purpose of engaging in a Permitted Transfer (provided, however, that any event which severs the Affiliate relationship shall be deemed to be a Transfer subject to the restrictions provided in this Agreement); (v) from the custodian or trustee of an individual retirement account or other self-directed employee benefit plan to the beneficiary of such account or plan provided that in all events the beneficial owner will at all times control the voting and transfer rights of the Interests and that the custodian of any such account or plan shall become a signatory hereto; or (vi) any Transfer of Interests approved by the Board; provided, however, that in the case of any such Transfers, the Transferred Interests shall remain subject to the provisions of this Agreement in the hands of the Permitted Transferee, all other conditions of transfer set forth in Section 6.7 shall have been satisfied, and the Member shall have submitted copies of all pertinent documentation to the Company at least five days prior to completion of the transaction to demonstrate that the Transfer is a Permitted Transfer. A Permitted Transferee may not subsequently Transfer Interests except to a Person that would be a Permitted Transferee of the original transferring Member.

“Permitted Transferee” means a Person holding Interests pursuant to a Permitted Transfer.

“Person” means any individual, general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, cooperative, association or other form of organization, or government or other agency or political subdivision thereof, and the heirs, personal representatives, successors and assigns of such Person.

“Preferred Units” means any Units issued by the Company after the Effective Date and designated by the Board as Preferred Units.

“President” shall have the meaning set forth in Section 5.2.2.

“Prior Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Profit” and “Loss” means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company’s taxable income or loss for such year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(iii) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Adjusted Book Value of the property disposed of, notwithstanding the fact that the Adjusted Book Value differs from the adjusted basis of the property for federal income tax purposes;

(iv) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the Depreciation of the asset;

(v) to the extent an adjustment to the adjusted tax basis of any asset included in Company assets pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member’s Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for the purposes of computing Profits and Losses; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss and each item of Company income, gain, loss and deduction shall be taken into account only once.

“Proprietary Information” shall have the meaning set forth in Section 8.4.

“Purchase and Sale Agreement” shall have the meaning set forth in Section 6.3.3.

“Regulations” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“Sale of the Company” means (i) a transaction or series of related transactions (other than a Permitted Transfer) in which an Independent Third Party, or a group of related Persons consisting solely of Independent Third Parties, acquires from the Company or Members of the Company Units representing more than fifty percent (50%) of the outstanding voting power of the Company or (ii) a transaction that qualifies as a Deemed Liquidation Event.

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

“Selling Members” shall have the meaning set forth in Section 6.5.1.

“Specified Indemnitees” shall have the meaning set forth under Section 5.6.2(e) hereof.

“Tax Distribution” shall have the meaning set forth in Section 4.2.2.

“Tax Distribution Amount” means, with respect to a Unit for a fiscal year, the federal, state and local income tax liability with respect to the taxable income related to Profit allocated with respect to such Unit for such fiscal year. The calculation of such federal and state income tax liability shall (i) assume that the holder of such Unit is taxable as an individual for federal and state income tax purposes, (ii) assume that the holder of such Unit is in the highest marginal federal and state income tax bracket applicable to individuals resident in the State of California and City of Los Angeles (not including the effect of any surtax or the tax imposed pursuant to Code Section 1411) and (iii) take into account the deductibility of state income taxes for federal income tax purposes as well as differences in tax rates applicable to long-term capital gains and qualified dividends; provided that, in any event, the rate shall not be less than 45% of the taxable income allocated to the Member. In determining the amount of estimated federal and state income tax liability for any fiscal year, if a Person is allocated a taxable loss for any fiscal year, the amount of such loss shall be carried forward and applied to offset any taxable income allocated to such Person for each succeeding fiscal year or years in which such Person is allocated taxable income until such loss is fully absorbed by taxable income allocated to such Person consistent with applicable rules relating to loss carry forwards under the Code.

“Tax Matters Partner” means the Member designated in Section 8.3.1.

“Terms” shall have the meaning set forth in Section 6.2.1.

“Transfer” means, when used as a noun, any direct or indirect sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, to directly or indirectly sell, hypothecate, pledge, assign, or otherwise transfer. For the sake of clarity, in the event that any Member that is a corporation, partnership, limited liability company or other legal entity (other than an individual, trust or estate) ceases to be Controlled by the Person Controlling such Member on the Effective Date, such event shall also be a “Transfer” subject to the restrictions on Transfer contained or referenced herein.

“Transferor” shall have the meaning set forth in Section 6.2.1.

“Treasury Regulations” means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code.

“Unit Certificate” shall have the meaning set forth in Section 3.3.2(a).

“Unit Percentage” means with respect to any Member as of any date, the ratio (expressed as a percentage) of the number of Units held by such Member on such date to the aggregate issued and outstanding Units held by all Members on such date (in each case, assuming full conversion and/or exercise, as applicable of all Preferred Units, Options and Convertible Securities).

“Unitholder Notice” shall have the meaning set forth in Section 6.2.2.

“Unitholder Refusal Period” shall have the meaning set forth in Section 6.2.2.

“Units” shall have the meaning set forth in Section 3.3.1.

ARTICLE II FORMATION

2.1 Organization. Pursuant to the Act, the Company was formed under the laws of the State of Delaware by filing a Certificate of Formation with the Secretary of State of the State of Delaware. The rights and liabilities of the Members will be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement will, to the extent permitted by the Act, control.

2.2 Name of the Company. The name of the Company shall be “Media Res Studio, LLC”. The Company may do business under that name and under any other name or names that the Board selects. If the Company does business under a name other than that set forth in its Certificate of Formation, then the Company shall file a trade name certificate as required by law. The Company may change its name with the approval of the Board, without requiring any consent of the Members.

2.3 Purpose. The purpose for which the Company is formed is to carry on the Business and any and all business, transactions and activities which may be deemed desirable by the Board, to the fullest extent empowered and permitted by law.

2.4 Resident Agent. The address of the Company’s registered office in the State of Delaware is Corporation Service Company, 251 Little Falls Dr., Wilmington, Delaware 19808. The name of the Company’s registered agent at such address Corporation Service Company. The Board may at any time designate another registered agent or registered office or both. The principal office of the Company shall be located at 6255 Sunset Blvd., Suite 680, Los Angeles, California, 90028, or at such other place as the Board may from time to time designate, and all business and activities of the Company shall be deemed to have occurred at its principal office. The Company may maintain offices at such other place or places as the Board deems advisable.

2.5 Term. The term of the Company shall continue indefinitely, unless its existence is sooner terminated pursuant to Article VII of this Agreement.

ARTICLE III MEMBERS, INTERESTS AND CAPITAL

3.1 Members.

3.1.1 **Exhibit A** hereto contains the name, address, number and class(es) of Units owned by each Member and the Capital Contribution of each Member. The Company shall revise **Exhibit A** from time to time (i) to reflect the issuance, redemption, conversion or Transfer of Units in accordance with the terms of this Agreement and other modifications to or changes in the

information set forth therein. Any amendment or revision to **Exhibit A** to reflect information regarding Members shall be deemed to amend this Agreement, but shall not require the approval of any Member (and Section 9.5 shall not apply to any such amendment).

3.1.2 One or more additional Persons may be admitted as a Member of the Company only upon (i) an issuance of Units pursuant to Section 3.3.4 or a Transfer of Units pursuant to Article VI, and (ii) the execution and delivery by such Person of a counterpart to this Agreement or other written agreement, in a form satisfactory to the Board, to be bound by all the terms and conditions of this Agreement. Upon such execution and compliance with the other provisions hereof, the Company shall amend **Exhibit A** and shall amend this Agreement as the Board may reasonably determine is necessary, to reflect the admission of such Person as a Member and such other information of such Person as indicated in **Exhibit A**. Unless admitted to the Company as a Member as provided in this Section 3.1 and/or in accordance with Article VI, no Person is, or will be considered to be, a Member.

3.1.3 Subject to the other provisions of this Section 3.1 and Article VI, each Person that receives Units in compliance with the terms of this Agreement shall be a Member. A Member will cease to be a Member when such Person ceases to own any Units in the Company or as otherwise provided by applicable law or herein, in which case **Exhibit A** shall be amended to reflect that such Person is no longer a Member.

3.1.4 Except as provided in the Act, in no event shall any Member (or any former Member), by reason of its status as a Member (or former Member), have any liability for (i) the debts, duties or any other obligations of the Company or another Member, (ii) the making or repayment of any Capital Contribution of any other Member or (iii) any act or omission of any other Member.

3.2 Capital Contributions.

3.2.1 Initial Capital Contributions. The initial Common Members have contributed to the Company the cash or assets and liabilities set forth on **Exhibit A** as their initial Capital Contributions.

3.2.2 Additional Capital Contributions. No Member will be required to make a Capital Contribution, loan or advance to the Company or guaranty or make any other financial commitment with respect to any debt or other obligation of the Company, including to fund operations of the Company or to meet any tax liabilities of the Members (including tax liabilities arising from phantom income).

3.2.3 No Interest on Capital Contributions. Members shall not be paid interest on their Capital Contributions.

3.2.4 Capital Accounts. An individual Capital Account shall be established and maintained by the Company for each Member in accordance with the applicable provisions of the Code and the Regulations as amended from time to time, including Regulations Section 1.704-1(b)(2)(iv). The Board, after notice to the Members, is authorized to modify the manner in which the Capital Accounts are maintained if the Board determines that such modification (a) is required

or prudent to comply with the Regulations and (b) is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

3.2.5 Withdrawal of Capital Contributions. Except as otherwise expressly provided in this Agreement, no Member will be entitled to demand or receive a return or repayment of any Capital Contributions or otherwise withdraw from the Company.

3.2.6 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Board and such Member agree.

3.2.7 Compensation. No Member will receive any interest, salary, compensation, draw or reimbursement with respect to its Capital Contributions or its Capital Account.

3.3 Units.

3.3.1 General. The Company may issue Interests which shall be represented by units (the "Units"). Units shall constitute equal fractional units into which Interests of the same class of Units in the Company shall be divided (and may include fractions of Units as well as whole Units), subject to the rights and obligations attributable to such particular class of Units under this Agreement.

3.3.2 Evidence of Units.

(a) The Units shall be uncertificated; provided, however, that upon request of a Member, the Board may, in its sole discretion, elect to issue certificates (a "Unit Certificate") evidencing such Member's ownership of any Unit. Each Unit Certificate shall bear such appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein.

(b) Any Unit Certificate shall be executed on behalf of the Company by a duly authorized Officer and otherwise in accordance with this Agreement. Unit Certificates bearing the signatures of Persons who were, at the time when such signatures shall have been affixed, authorized to sign such Unit Certificates on behalf of the Company shall be validly issued and entitled to the benefits of this Agreement, notwithstanding that such Persons or any of them shall have ceased to be so authorized prior to the delivery of such Unit Certificates or did not have such authority at the date of delivery of such Unit Certificates.

(c) If an owner of a Unit Certificate claims that such Unit Certificate has been lost, destroyed or wrongfully taken, the Company shall issue a new Unit Certificate if the owner: (i) requests such a new Unit Certificate before the Company has notice that the Unit Certificate has been acquired by a protected purchaser; (ii) if requested by the Company, delivers to the Company a bond sufficient to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, wrongful taking or destruction of such Unit Certificate or the issuance of such new Unit Certificate; and (iii) satisfies other reasonable requirements imposed by the Company.

(d) If a Unit Certificate has been lost, apparently destroyed or wrongfully taken, and the owner fails to notify the Company of that fact within a reasonable time

after the owner has notice of such loss, apparent destruction or wrongful taking and the Company registers a Transfer of the Units represented by such Unit Certificate before receiving notification, the owner shall be precluded from asserting against the Company any claim for registering such transfer or a claim to a new Unit Certificate.

3.3.3 Authorization and Issuance of Additional Units. Subject to Section 3.3.4, the Board is authorized to cause the Company to issue additional Units for any Company purpose, at any time or from time to time, to the Members or to other Persons, and to admit such Persons as additional Members, for such consideration and on such terms and conditions as shall be established by the Board in its sole discretion, all without the approval of any Member or any other Person. Any additional Units may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences, conversion or other rights, voting powers or rights, restrictions, limitations as to distributions, qualifications or terms or conditions of redemption (including terms that may be senior or otherwise entitled to preference over existing Units), in each case, as shall be determined by the Board in its sole discretion and set forth in an amendment to this Agreement, without the approval of any Member or any other Person.

3.3.4 Preemptive Rights.

(a) Preemptive Rights. Each Capital Member shall have a right of first offer to purchase Additional Units proposed to be issued by the Company, under the same terms and conditions and for the same consideration as such Units are offered or sold to any other Person, up to that portion of such Additional Units which equals the Unit Percentage of such Member. These preemptive rights shall expire on a Deemed Liquidation Event. If the Company issues more than one type of security in a transaction, a Capital Member exercising its preemptive rights hereunder with respect to that transaction must purchase its proportionate share of each type of security offered. For example, if the Company proposes to sell both Class A Common Units and Preferred Units in a single transaction, a Capital Member may not exercise its preemptive rights only with respect to the Class A Common Units offered. Notwithstanding the foregoing, a Capital Member shall not have the right to purchase Units under this Section 3.3.4 if (i) such Capital Member is, at the time, a Competitor; or (ii) if such Capital Member is not, at the time, an “accredited investor” for purposes of federal securities laws or if such Capital Member’s participation would disqualify the Company from making use of Rule 506 of Regulation D under the Securities Act or any similar applicable state securities law provision.

(b) Method of Exercising Preemptive Rights. Prior to the issuance of any Additional Units, the Company shall give to each such Capital Member written notice containing the material terms and conditions of the proposed issuance, including, but not limited to, and where applicable:

- (i) the number and type of offered securities;
- (ii) the price per security;
- (iii) a copy of any written term sheet or other written understanding or arrangement signed by the prospective purchaser(s) or otherwise evidencing the terms of the offered securities.

Until ten (10) business days after such notice is given, each such Capital Member shall have the right, exercisable by giving written notice to the Company within such ten (10) business day period, to purchase in cash up to the maximum number of securities for such Capital Member as is provided pursuant to Section 3.3.4(a). If a Capital Member does not exercise its right to purchase all or any portion of the securities which it is entitled to purchase within such ten (10) business day period, the preemptive rights of such Capital Member with respect to any unpurchased portion of the securities issuable in that offering shall terminate (but only if that offering is consummated within 180 days of the date notice of such offering was given substantially in accordance with the terms set forth in such notice or on terms less favorable to the purchasers in such offering), and the Company shall be entitled to sell such securities to any other Person, including other Members, in the sole discretion of the Board. The closing of any purchase by any Capital Member pursuant to this Section 3.3.4 shall take place on such date and at such place as is designated by the Company in its notice to the Capital Members under this Section 3.3.4. At each such closing, the Company shall deliver to the purchasing Capital Members any certificates representing the securities to be so purchased (if any) against payment therefor by the purchasing Capital Members, and the Company, on the one hand, and such purchasing Capital Members, on the other hand, shall deliver to the other such other documentation as may be reasonably requested by the other to effect the sale and issuance of such securities under this Section 3.3.4.

(c) Exceptions. This Section 3.3.4 shall not apply to (i) any Excluded Securities; or (ii) any Additional Units which are deemed, either retroactively or prospectively, not to be subject to the right of first offer set forth in this Section 3.3.4 by the affirmative vote or consent of a majority in interest of the Capital Members, voting together on an as-converted basis.

ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS OF PROFIT AND LOSS

4.1 Allocations of Profit or Loss. Subject to the provisions of Section 4.3, for purposes of adjusting Capital Accounts of the Members, all Profits and Losses (and to the extent necessary, individual items of income, gain, loss and deduction) for any taxable year shall be allocated to the Members' Capital Accounts in a manner such that, as of the end of such taxable year or other relevant period, the Adjusted Capital Account of each Member shall equal, as nearly as possible, to the distributions that would be received by each such Member if the Company were liquidated and all of its assets were sold for their Adjusted Book Values, taking into account any adjustments thereto for such period, all liabilities of the Company were satisfied in full in cash according to their terms (limited for each nonrecourse liability to the Adjusted Book Value of the assets securing such liability), and all remaining amounts (after satisfaction of such liabilities) were distributed in full pursuant to Section 4.4.1.

4.2 Distributions.

4.2.1 Except as otherwise provided in this Agreement (including, without limitation, Section 4.4.1 and Section 4.5), cash determined to be available for distribution by the Board shall be distributed to the Members if, as and when determined by the Board and in the following order and priority:

(a) First, to the holders of each Unit to the extent of and in proportion to their Tax Distribution Amounts distributable with respect to such Unit for the current fiscal year and all prior fiscal years, less prior distributions to each such holder under this Section 4.2.1(a); and

(b) Thereafter, to the holders of Units in proportion to their Unit Percentages.

Notwithstanding the foregoing, no amounts shall be distributed to a Member with respect to its Units if such distribution would cause the Member to have an Adjusted Capital Account Deficit unless all other Members also have an Adjusted Capital Account Deficit.

4.2.2 Each distribution to a Member of a Tax Distribution Amount (a “Tax Distribution”) shall be treated as an advance to such Member of amounts to which they are otherwise entitled under this Article IV.

4.2.3 The Board shall make reasonable adjustments in good faith to a Member’s entitlement to Tax Distributions to the extent that (i) the Company pays a tax in respect of such Member, as determined in good faith by the Board, pursuant to Chapter 63 of the Code (as amended by the Budget Act) and thereby relieves such Member and/or its beneficial owners of paying a tax in respect of a corresponding allocation of income or gain or (ii) the Company elects the application of Code Section 6226 (as amended by the Budget Act) with the result that a Member is allocated additional items of income, gain, loss, deduction or credit.

4.3 Regulatory Allocations and Special Allocations.

4.3.1 Qualified Income Offset. No Member shall be allocated Losses or deductions if the allocation causes the Member to have an Adjusted Capital Account Deficit, and any such Losses or deductions not so allocated shall be allocated to the other Members in accordance with the terms of this Agreement. If a Member receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that fiscal year shall be allocated to that Member, before any other allocation is made of Company items for that fiscal year, in the amount and in proportions required to eliminate the deficit as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the “qualified income offset” provisions of the Regulations promulgated under Code Section 704(b).

4.3.2 Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(0(2), (3), and (4), if, during any fiscal year, there is a net decrease in Minimum Gain, each Member, prior to any other allocation pursuant to this Article IV, shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member’s share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under

Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the fiscal year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.3 Contributed Property and Book-ups. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution) using the Traditional Method under the Regulations. If the Adjusted Book Value of the assets of the Company are adjusted as provided in paragraph (ii) of the definition of Adjusted Book Value: (A) the restated Capital Accounts shall be calculated so as to preserve the effect of any special allocations and disproportionate distributions (other than guaranteed payments) previously made pursuant to this Agreement, and (B) subsequent allocations of income, gain, loss and deduction shall be made in accordance with Regulation Section 1.704-1(b)(2)(iv)(g) and, with respect to any asset, shall take into account any variation between the adjusted basis of the asset for federal income tax purposes and its Adjusted Book Value in the manner required under Code Section 704(c) and the Regulations thereunder using any method allowed under Code Section 704(c) and the Regulations thereunder as determined by the Board.

4.3.4 Code Section 754 Adjustment. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that section of the Regulations.

4.3.5 Nonrecourse Deductions. Nonrecourse Deductions for a fiscal year or other period shall be specially allocated among the Members in proportion to their Unit Percentages.

4.3.6 Member Loan Nonrecourse Deductions. Any Member Loan Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deductions are attributable in accordance with Regulation Section 1.704-2(b).

4.3.7 Guaranteed Payments. To the extent any compensation paid to any Member by the Company is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

4.3.8 Unrealized Receivables. If a Member's Interest is reduced (provided the reduction does not result in a complete termination of the Member's Interest), the Member's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4.2 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Member, be specially allocated among the Members in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the Managers.

4.3.9 Withholding. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, local or foreign tax law shall be treated as amounts actually distributed to the affected Members for all purposes under this Agreement. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, local or foreign tax law shall be treated as amounts actually distributed to the affected Members for all purposes under this Agreement. Further, a Member's allocable share of any liability for any taxes imposed on the Company pursuant to Chapter 63 of the Code, as amended by the Budget Act, and any associated interest, penalties and additions thereto also shall be treated as amounts actually distributed to the affected Member for all purposes under this Agreement.

4.3.10 Member Minimum Gain Chargeback. Notwithstanding any other provision of this Agreement, if there is a net decrease in Member Minimum Gain attributable to Member Nonrecourse Debt during any fiscal year of the Company, each Member who has a share of the Member Minimum Gain, determined in accordance with Regulation 1.704-2(i)(5), shall be specially allocated items of gross income and gain for such year (and, if necessary, subsequent years) in accordance with the provisions of Regulation 1.704-2(i)(4). The items to be so allocated shall be determined in accordance with Regulation 1.704-2(i)(4) and 1.704-2(j)(2). "Member Minimum Gain" has the meaning ascribed to "partner minimum gain" as set forth in Regulation 1.704-2(i)(3). This Section 4.3.10 is intended to comply with the minimum gain chargeback required in Regulation 1.704-2(i)(4) and shall be interpreted consistently therewith.

4.3.11 Excess Nonrecourse Deductions. Excess Nonrecourse Deductions for a fiscal year or other period shall be specially allocated among the Members in proportion to their Unit Percentages.

4.4 Liquidation and Dissolution.

4.4.1 Except as otherwise provided in this Agreement (including, without limitation, Section 4.5) if the Company is liquidated or in the event of a Deemed Liquidation Event, then, after giving effect to Section 7.3 (if applicable), the assets of the Company shall be distributed to the holders of the Class A Common Units in proportion to their Common Percentages.

4.4.2 Deemed Liquidation Events

(a) Each of the following events shall be considered a “Deemed Liquidation Event” unless determined or approved otherwise by the Board:

(i) a merger or consolidation in which

A. the Company is a constituent party, or

B. a subsidiary of the Company is a constituent party and the Company issues Units or other equity securities pursuant to such merger or consolidation,

except any such merger or consolidation involving the Company or a subsidiary in which the Units of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock or other equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock or other voting securities of (1) the surviving or resulting entity or (2) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting corporation; or

(ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

(b) Effecting a Deemed Liquidation Event. Unless determined or approved otherwise by the Board:

(i) The Company shall not have the power to effect a Deemed Liquidation Event referred to in Section 4.4.2(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the “Merger Agreement”) provides that the consideration payable to the Members of the Company shall be distributed in accordance with Section 4.4.1 (subject to customary provisions regarding post-closing recourse, purchase price adjustments, contingent or deferred consideration provisions, management or other “roll-over” arrangements and other provisions approved by the Board).

(ii) As soon as reasonably practicable following a Deemed Liquidation Event of the type referred to in Section 4.4.2(a)(ii), the Company shall effect a liquidation and distribute the proceeds thereof in accordance with Section 4.4.1 (subject to customary provisions regarding post-closing recourse, purchase price adjustments, contingent or deferred consideration provisions, management or other “roll-over” arrangements and other provisions approved by the Board).

(c) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of Units upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or

securities paid or distributed to such holders by the Company or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board or, if the Board elects, by a nationally recognized independent valuation firm selected by the Board.

4.5 Limitation on Distributions. Notwithstanding anything to the contrary herein, no distribution under Section 4.2, Section 4.4.1 or Section 4.6.1 shall be declared or paid if such distribution would violate provisions of the Act governing distributions to Members. If the making of any distribution under Section 4.2 would violate any contractual restriction, the Company and the Members shall use their good faith efforts to obtain a modification or waiver of such restrictions to permit the payment of such distribution.

4.6 General.

4.6.1 Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Board. However, subject to Section 4.5, the Board shall cause the Company to make distribution of the Tax Distribution Amounts to all holders of Units and to make (a) advances of the Tax Distribution Amounts on a periodic basis to allow holders of Units to make payments of estimated taxes, and (b) distributions of the Tax Distribution Amounts, with a credit for any prior advances, on or before the due date (including extension) of the applicable federal tax return.

4.6.2 If any assets of the Company are distributed in kind to the Members, those assets shall be valued on the basis of their fair market value, and any Member entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by the Board. The gain or loss for each unsold asset shall be determined as if the asset had been sold at its fair market value. All such gains and losses shall be taken into account in determining the Profit or Loss for such period.

4.6.3 All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Members as of the last day of the fiscal year for which the allocation or distribution is to be made. If any Interest is transferred or assigned during the fiscal year on any day other than the first day of such fiscal year, then Profits, Losses, each item thereof and all other items attributable to such Interest for such fiscal year shall be divided and allocated between the transferor Member and the transferee Member by taking into account their varying interests during the fiscal year in accordance with Section 706(d) of the Code and Regulations Section 1.706-4, using any method or convention permitted by law and selected by the Managers. For purposes of making such allocations, the Manager is hereby authorized to select any method, convention or extraordinary item permitted under Regulations Section 1.706-4 as the Manager determines necessary or appropriate, which selection shall be set forth in a dated, written statement maintained with the Company's books and records. The Member hereby agree that any such selection by the Managers is made by "agreement of the partners" within the meaning of Regulations Section 1.706-4(f).

ARTICLE V MANAGEMENT AND OPERATIONS

5.1 Board of Managers.

5.1.1 Generally. Except as otherwise expressly provided in this Agreement, the management and control of the business and affairs of the Company will be vested in the Board as provided in, and subject to, the provisions of this Article V and otherwise in this Agreement. Subject to the provisions of this Agreement, the Board has full power and authority to manage the business and affairs of the Company in accordance with the Act and this Agreement, including, without limitation, the power to purchase, sell and lease property of any kind, to incur indebtedness and give security for such, to guarantee obligations of others, and to execute contracts and instruments on behalf of the Company, either directly or through the Company's Officers, employees, agents and other delegates. Decisions or actions taken by the Board in accordance with this Agreement will constitute decisions or actions of the Company and will be binding on each Member, Manager, Officer and employee of the Company. The Managers may only act on decisions of the Board, and have no independent authority therefrom. No Member (in its capacity as such) has any power or authority to bind or otherwise act on behalf of the Company. Except for the delegation of authority of the Officers provided in Section 5.2 hereof, and the appointment of a proxy under Section 5.1.8 hereof, no Manager may delegate his rights and powers to manage and control the business and affairs of the Board or the Company. The foregoing expressly overrides any contrary provisions of the Act.

5.1.2 Signing on Behalf of the Company. Subject to any required Board approval, and except as required by applicable law, and without limiting any authority of any Officer of the Company as provided in this Agreement, the signature of any Manager (or any Officer or other individual to which the Board has properly delegated appropriate authority) is sufficient to constitute execution of a document on behalf of the Company.

5.1.3 Appointment and Removal of Managers.

(a) The number of Managers shall be determined from time to time by a resolution adopted by the Members or the Board. The holders of a majority of all outstanding Class A Common Units shall have the right to appoint all Managers. As of the Effective Date, the Board consists of four (4) Managers, and the Managers are Michael Ellenberg, David Hornik, Natalya Petrosova and Adam Wergeles. A Manager may, but need not, be an officer or employee of a Member or of an Affiliate of a Member.

(b) Any Manager may be removed and replaced at any time or from time to time, with or without cause, by (and only by) the affirmative vote or written consent of a majority of the then outstanding Class A Common Units. Each Manager shall serve as a member of the Board until replaced by the affirmative vote or written consent of a majority of the then outstanding Class A Common Units, or until his/her resignation, disability, incapacity or death. If a vacancy is created on the Board by reason of the death, disability, removal, incapacity or resignation of any Manager, then the holders of a majority of the then outstanding Class A Common Units shall have the sole right to elect a substitute Manager.

(c) The resignation, withdrawal or removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

(d) The Managers shall not be entitled to compensation for their service on the Board, but shall be entitled to reasonable and necessary expenses incurred in attending meetings of the Board.

(e) A Manager shall not have an exclusive duty to act on behalf of the Company. A Manager may have other business interests and may engage in other activities in addition to those relating to the Company.

(f) No Person shall be designated, appointed or elected as a Manager to the extent that any of the "bad actor" disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act (each, a "Disqualification Event"), is applicable to such Person (making such person a "Disqualified Manager"). Each Member, including any Member(s) with the right to elect, designate or appoint a Manager agrees (i) not to elect, designate or appoint any director designee who, to such Member's knowledge, is a Disqualified Manager and (ii) that in the event such Member becomes aware that any individual previously elected, designated or appointed is or has become a Disqualified Manager, such Disqualified Manager shall be removed from the Board as promptly as practicable and replaced with an individual who is not a Disqualified Manager.

5.1.4 Meetings of the Board.

(a) The Board will hold regular meetings on such dates and at such times as will be determined by the Board, with Notification of such regular meeting schedule being given to each Manager who was not present at the meeting at which such schedule was adopted. Neither the business to be transacted at, nor the purpose of, such regular meeting need be specified in the Notification (or waiver of Notification) thereof.

(b) Special meetings of the Board may be called by any two (2) Managers by Notification specifying the place and time of such meeting. Twenty four hours prior notice shall be required for special meetings, and such notice shall include the time and place of such meeting. Neither the business to be transacted at, nor the purpose of, such regular meeting need be specified in the Notification (or waiver of Notification) thereof.

(c) Any requirement of furnishing a notice shall be waived by any Manager who signs a waiver of notice before or after the meeting. Attendance of a Manager (or his or her proxy appointed in accordance with Section 5.1.8 below) at a meeting shall also constitute a waiver of notice of such meeting.

(d) Without limiting the provisions set forth in Section 5.1.7, all physical meetings of the Board shall be held at such location as determined by the Chairman of the Board, and if none is appointed, then at the primary office of the Company, or at such other location as approved by the Board. For the avoidance of doubt, meetings of the Board do not require for any Manager to be physically present at a specific location and may take place via

conference telephones, web-based systems or other similar communications equipment, in each case subject to the provisions of Section 5.1.7.

5.1.5 Chairman of the Meeting. The Chairman of the Board, if present and acting, shall preside at all meetings. Otherwise, any other Manager chosen by the Managers shall preside. Without limiting Section 5.2, as of the Effective Date the Chairman of the Board shall be Michael Ellenberg.

5.1.6 Action by Written Consent Without a Meeting. Any action that may be taken at a meeting of the Board may be taken without a meeting, if a consent in writing setting forth the action so taken, is signed and delivered to the Company by at least the number of Managers whose approval would be sufficient to pass or approve such action at a meeting where all Managers were present. All such consents shall be filed with the Board and shall be maintained in the Company records.

5.1.7 Telephonic/Web-Based Participation by Managers at Meetings. The Managers may participate in any Board meeting through the use of any means of conference telephones, web-based systems, or similar communications equipment as long as all of the Managers participating can hear one another throughout the meeting. A Manager so participating is deemed to be present in person at the meeting.

5.1.8 Proxies. Every Manager entitled to vote on any matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the Manager and filed (whether the original, or a copy by email attachment, facsimile transmission, U.S. mail or other means of delivery) with the Board prior to any vote by such proxy holder. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Manager executing it, before the vote pursuant to that proxy, by a writing delivered to the Board stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the Manager executing the proxy; or (ii) written Notification of the death or incapacity of the maker of that proxy is received by the Board before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy.

5.1.9 Voting of Managers; Quorum. Each Manager will have one (1) vote. All actions by the Board will require the approval of a majority of the Managers who are present (in person or by proxy) at a properly noticed meeting at which a quorum is present. A majority of Managers (including Michael Ellenberg or his duly authorized proxy) will constitute a quorum for the transaction of business.

5.1.10 Committees. The Board may, by resolution passed by a majority of the Managers, designate one or more committees, each committee to consist of one or more of the Managers of the Company. The Board may designate one or more Managers as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the

meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company; but no such committee shall have power specifically granted to Members pursuant to the terms of this Agreement or the Act. Unless the Board otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board or a provision in the rules of such committee to the contrary, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board.

5.2 Officers.

5.2.1 General. The Board may, from time to time, delegate to one or more Persons (including any Manager or Officer of the Company) such authority and duties as the Board may deem advisable. The Board may appoint Officers and assign titles (including Chairman of the Board, Chief Executive Officer, President, Vice President, Secretary, Assistant Secretary, Controller, Treasurer and Assistant Treasurer) to any individuals and delegate to such individuals certain authority and duties. Any number of titles may be held by the same individual.

5.2.2 Initial Officers. The Company's senior management team may consist of (i) a Chief Executive Officer ("CEO") who shall have general and active management of the business of the Company, as well as the power to negotiate for, approve and execute contracts, deeds and other instruments on behalf of the Company as are necessary and appropriate in the general management of the business of the Company or as are approved by the Board or any committee designated by the Board; (ii) a President ("President") who shall report to the CEO and perform such duties and have such powers as are prescribed by the Board; (iii) a Chief Financial Officer ("CFO") who shall have primary responsibility for financial and accounting matters and who shall report to the CEO and perform such other duties and have such powers as are prescribed by the Board or the CEO; (iv) a chief operating officer (the "COO") who shall have primary responsibility for the operations of the Company and who shall report to the CEO and perform such other duties and have such powers as are prescribed by the Board or the CEO and (v) such other Officers as may from time to time be designated by the Board in accordance with this Section 5.2 who shall perform such duties and have such powers as are appropriate and as prescribed by the Board or the CEO, in each case in accordance with and subject to the terms of this Agreement (the officers elected or appointed as provided herein being referred to as the "Officers," and each, an "Officer"). The Board may also specifically authorize other Officers to appoint the persons who shall hold such offices. The Officers shall oversee the day-to-day operations of the Company, and shall carry out the directives and policies of the Board.

5.2.3 Term. Each Officer shall serve at the pleasure of the Board until his or her death, resignation, or removal, or until his or her replacement is elected or appointed in accordance with this Section 5.2.

5.2.4 Compensation. The compensation of all Officers shall be fixed by the Board as set forth in their employment agreements, if any, or otherwise as determined by the Board. Officers may serve without compensation.

5.2.5 Removal. Subject to the provisions of any written employment agreement between the Company and any Officer, all Officers (regardless of how elected or appointed) may be removed, with or without cause, by the Board. Removal will be without prejudice to the rights, if any, of the Officer removed, but shall be effective notwithstanding any damage claim that may result from infringement of such rights.

5.3 Board's and Officers' Duties.

5.3.1 Notwithstanding any duty otherwise existing at law or in equity, but without limiting implied contractual covenant of good faith and fair dealing referenced in Section 18-1101(c) of the Act, it shall be the duty of each Manager and Officer to discharge his or her obligations as a Manager or Officer in a manner he or she reasonably believes to be in the best interests of the Company.

5.3.2 Each Manager and Officer may rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by him or her in good faith to be genuine and to have been signed or presented by the proper party or parties. In performing its duties under this Agreement, each Manager and Officer shall be entitled to rely on the provisions of this Agreement and on any information, opinion, report or statement, including any financial statement or other financial data or the records or books of account of the Company or any subsidiary of the Company, prepared or presented by any Manager, Officer, employee or agent of the Company or any such subsidiary, or by any lawyer, certified public accountant, appraiser or other person as to any matter within such Person's professional or expert competence, and any act taken or omitted to be taken in reliance upon any such information, opinion, report or statement as to matters that such Manager or Officer reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such information, opinion, report or statement.

5.3.3 Notwithstanding anything in this Agreement or the Act to the contrary (a) no Manager shall have any duty (including fiduciary duty) to any Member or any other Manager with respect to any of the following: (i) evaluating any distribution, any dissolution under Section 7.1 below, any Deemed Liquidation Event or any other event that results or may result in a distribution or a dissolution or winding up of the Company or any subsidiary of the Company, or taking or approving any action in connection with any of the foregoing; (ii) any failure to consider or evaluate any Member's tax position (or the tax position of the Company and its subsidiaries) whether individual or in relation to the tax position of any other Member, in connection with taking or approving any action; (iii) in connection with any Sale of the Company; or (iv) taking or failing to take, or electing not to take, any action or decision under Article VI of this Agreement; and (b) in connection with any transaction, or any action (or failure to act) of the Board, in which any Manager or Officer has or may be deemed to have any actual or potential conflicts of interest, no such Manager or Officer shall be required to prove, or bear the burden of proving, the fairness of such transaction or Board action (or failure to act).

5.3.4 The provisions of this Agreement, to the extent that they restrict the duties and liabilities of any such Persons otherwise existing at law or in equity, are agreed by the Members to modify such other duties and liabilities of such Persons. If any question should arise with respect to the operation of the Company, which is not otherwise specifically provided for in this Agreement or the Act, or with respect to the interpretation of this Agreement, the Board is hereby authorized to make a final determination with respect to any such question and to interpret this Agreement in such a manner as it shall deem, in its sole discretion, to be fair and equitable, and its determination and interpretations so made shall be final and binding on all parties.

5.3.5 Nothing in this Section 5.3 shall be deemed to limit the rights and protections of Managers and Officers under Section 5.5 and/or Section 5.6.

5.4 Voting Rights of Members.

5.4.1 General. On all matters submitted to Members for approval, each Class A Common Unit shall be entitled to one (1) vote.

5.4.2 Meetings of and Voting by Members. Meetings of the Members shall be conducted as provided below in this Section 5.4.

(a) A meeting of the Members may be called at any time by the Board or by those Members holding at least a majority (over 50 percent) of the voting power then held by Members. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Person calling the meeting. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the place, date, hour, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than a majority of the voting power then held by Members constitutes a quorum. When a quorum is present at any Members' meeting, the affirmative vote of the majority of Units present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the Members, except when a different vote is required by law or this Agreement. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney-in-fact.

(b) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding the voting power then held by Members that would be required for Members to take action under this Agreement. No written consent shall be effective to take such action unless within sixty (60) days of the earliest dated consent delivered in accordance with the Act, signed consents sufficient to take such action have been likewise delivered. If such consent is not unanimous, prompt notice shall be given to those Members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

(c) The Members may participate in any Members' meeting through the use of any means of conference telephones or similar communications equipment as long as all of the Members participating can hear one another throughout the meeting. A Member so participating is deemed to be present in person at the meeting.

(d) Every Member entitled to vote on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the Member and filed with the Board. A proxy shall be deemed signed if the Member's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, fax, electronic transmission or otherwise) by the Member or the Member's attorney-in-fact. A proxy may be transmitted by an oral telephonic transmission if it is submitted with information from which it may be determined that the proxy was authorized by the Member or the Member's attorney-in-fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Member executing it, before the vote pursuant to that proxy, by a writing delivered to the Company stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the Member executing the proxy; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the Company before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy.

5.5 Limitation on Authority and Duties of Members.

5.5.1 Members shall have no power to participate in the management of the Company except as expressly authorized by this Agreement or the Certificate of Formation. Unless expressly and duly authorized in writing to do so by the Board, no Member shall have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, or to render it liable for any purpose. This Section 5.5.1 supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Section 5.5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.5.2 Notwithstanding any duty otherwise existing at law or in equity, except to the extent of any limitation arising from the implied contractual covenant of good faith and fair dealing referenced in Section 18-1101(c) of the Act, but subject to the provisions of this Agreement, each Member, in its, his or her capacity as such, may act in the sole interests of such Member and such Member's Affiliates, and in such capacity shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of, or factors affecting, the Company or any other Members.

5.6 Exculation; Indemnification; and Insurance.

5.6.1 Exculation. No (a) Member, Manager or Officer, (b) shareholder, member or other holder of an equity interest of any Member, or (c) manager, officer or director of any of the foregoing, shall be liable to the Company or to any other Member for monetary damages for any losses, claims, damages or liabilities arising from any act or omission performed or omitted

by him, her or it and arising out of or in connection with this Agreement or the Company's business or affairs; provided, however, such act or omission (i) was taken in good faith and was within the scope of authority granted to such Person, (ii) was not attributable to such Member's or Person's fraud, gross negligence, bad faith, or willful misconduct, and (iii) was not a material breach of such Person's obligations under this Agreement. No shareholder, member or other holder of an equity interest in any Member, or manager, officer or director of any of the foregoing, shall be personally liable for the performance of any such Member's obligations of this Agreement.

5.6.2 Indemnification.

(a) Except as otherwise required by applicable law or by this Agreement, the Company shall indemnify and hold harmless each Member, Manager or Officer of the Company, and in the Board's discretion may indemnify any other Person, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that it, he or she is or was a Member, Manager, Officer, employee or other agent of the Company or that, being or having been such a Member, Manager, Officer, employee or agent, it, he or she is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "Indemnitee"), to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against any losses, liabilities, damages and expenses (including amounts paid for attorneys' fees, judgments, settlements, fines, excise taxes or penalties in connection with any threatened, pending or completed action, suit or proceeding) incurred or suffered by such Indemnitee by reason of the fact that such Indemnitee (i) is or was serving as a Manager or Officer of the Company or any of its subsidiaries, or is or was serving as an employee or agent of the Company or its subsidiaries or is or was serving at the request of the Company or its subsidiaries as a representative, officer, director, principal, member, employee or agent of another partnership, corporation, joint venture, limited liability company, trust or other enterprise, or (ii) is or was a Member, but, in each case, only to the extent not prohibited by applicable law; provided, that (unless the Board otherwise consents) no such Indemnitee shall be indemnified for any losses, liabilities, damages or expenses suffered that (i) are attributable to such Indemnitee's fraud, willful misconduct, gross negligence, or willful and material breach of this Agreement or (ii) arise from any action, suit or proceeding against a Member (in its capacity as such) for breach of this Agreement. The Company shall pay the expenses incurred by any such Indemnitee to the extent indemnifiable hereunder, as such expenses are incurred, in connection with any proceeding in advance of the final disposition, so long as the Company receives an undertaking by such Indemnitee to repay the full amount advanced if there is a final determination that such Indemnitee failed the applicable standards set forth above or that such Indemnitee is not entitled to indemnification as provided herein for other reasons.

(b) The right to indemnification and the advancement of expenses conferred in this Section 5.6.2 shall not be exclusive of any other right which any Indemnitee may have or hereafter acquire under any statute, agreement, vote of the Board or otherwise.

(c) Any indemnity under this Section 5.6.2 shall be paid solely out of and to the extent of the Company's assets and shall not be a personal obligation of any Member, and in no event will any Member be required to contribute additional capital to the Company to enable the Company to satisfy any obligation under this Section 5.6.2.

(d) The provisions of this Section 5.6.2 shall survive for a period of four (4) years from the date of dissolution of the Company; provided that, if at the end of such period there are any actions, proceedings or investigations then pending, any Indemnitee may so notify the Company and the other Members at such time (which notice shall include a brief description of each such action, proceeding or investigation and the liabilities asserted therein) and the provisions of this Section 5.6.2 shall survive with respect to each such action, proceeding or investigation set forth in such notice (or any related action, proceeding or investigation based upon the same or similar claim) until such date that such action, proceeding or investigation is finally resolved.

(e) The Company hereby acknowledges that certain Indemnitees (the "Specified Indemnitees") may have rights to indemnification and advancement of expenses provided by a Member or its Affiliates (directly or by insurance retained by such entity) (collectively, the "Member Indemnitors"). The Company hereby agrees and acknowledges that (i) it is the indemnitor of first resort with respect to the Specified Indemnitees, (ii) it shall be required to advance the full amount of expenses incurred by the Specified Indemnitees, as required by the terms of this Agreement (or any other agreement between the Company and the Specified Indemnitees), without regard to any rights the Specified Indemnitees may have against the Member Indemnitors and (iii) it irrevocably waives, relinquishes and releases the Member Indemnitors from any and all claims against the Member Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Member Indemnitors on behalf of the Company with respect to any claim for which the Specified Indemnitees have sought indemnification from the Company shall affect the foregoing and the Member Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Specified Indemnitee against the Company.

(f) If this Section 5.6 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnitee pursuant to this Section 5.6 to the fullest extent permitted by any applicable portion of this Section 5.6 that shall not have been invalidated and to the fullest extent permitted by applicable law.

5.6.3 Insurance Coverage. During the existence of the Company, the Company shall obtain and maintain such insurance coverage (including directors' and officers' errors and omissions coverage) as the Board may require. All such insurance coverage shall be obtained through carriers, and shall be in such amounts, on terms, and with such deductibles as the Board may reasonably require. In addition, upon the liquidation of the Company, and prior to any distributions in such liquidation, the Company shall purchase so-called "tail coverage" for directors and officers errors and omissions coverage, prepaid for a period of four (4) years, on the terms approved by the Board.

5.7 Other Ventures. The Members: (a) acknowledge that certain Members, Managers, Officers and their respective Affiliates, as well as certain of their respective clients are or may be involved in other business, financial, investment and professional activities; and (b) agree that, subject to the confidentiality provisions set forth in Section 8.4, each Member, Manager, Officer and their Affiliates, as well as their respective clients, may engage for their own accounts and for the accounts of others in any such ventures and activities. Without otherwise limiting this Section 5.7, (a) neither the Company nor any Member shall have any right, by virtue of this Agreement or the existence of the Company, in and to such ventures or activities or to the income or profits derived therefrom, and the Company and the Members expressly renounce any interest or expectancy in, or in being offered an opportunity to participate in, any such ventures or activities or related business opportunities; and (b) none of the Members, Managers, Officers or their Affiliates, nor their respective clients, shall have any duty or obligation to make any disclosures, opportunities or reports to the Members or the Company with respect to any such ventures, activities or opportunities, nor shall any of them be liable to the Company or any other Member for breach of any fiduciary or other duty relating to any such ventures, activities or opportunities. No amendment or repeal of this Section 5.7 shall apply to or have any effect on the liability or alleged liability of any Person for or with respect to any matters arising prior to such amendment or repeal. For the avoidance of doubt, the provisions of this Section 5.7 shall have independent effect with respect to, and shall not be construed as being in lieu of or otherwise limiting, any separate obligations of any Person under any existing agreement between such Person and the Company and/or its subsidiaries, including any agreement related to any noncompetition, nonsolicitation, confidentiality or other restrictions on the activities or operations of such Person.

ARTICLE VI TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS

6.1 No Transfer or Voluntarily Withdrawal.

6.1.1 Except for Permitted Transfers, no Member may Transfer all or any portion of its Interest, or voluntarily withdraw or otherwise resign or retire from the Company, other than in accordance with the provisions of this Article VI.

6.1.2 Notwithstanding anything in this Agreement to the contrary, no Bron Security may be Transferred by any Person without the prior written consent of the Company; provided, however, that Transfers of Bron Securities to an Affiliate of such transferring Person shall not require the prior written consent of the Company under this Section 6.1.2, provided that (a) such Transfer would not (either alone or together with any or all other Permitted Transfers by such Persons or its Affiliates) result in the Person(s) Controlling such transferring Person on the Effective Date to cease to control such transferring Person, and (y) such Affiliate has not been formed solely for the purpose of engaging in a Transfer that would not require the written consent of the Company under this Section 6.1.2 (provided further, however, that any event which severs the applicable Affiliate relationship shall be deemed to be a Transfer subject to the written consent of the Company required by this Section 6.1.2).

6.2 Right of First Offer.

6.2.1 Except for Permitted Transfers, if a Capital Member desires to Transfer any or all of such Member's Units (the "Offered Interests" and such Member the "Transferor") to another Person, the proposed Transferor shall first send notice of such Person's intention to Transfer such Offered Interests (the "Offer Notice") to the Company and the other Capital Members. Each Offer Notice shall contain an offer to sell the Offered Interests and shall set forth (i) the number of Offered Interests, (ii) the price at which such Offered Interests are offered (the "Offer Price"), (iii) the identity of the proposed transferee, and (iv) the material terms and conditions of purchase offered by such Transferor (the "Terms"). The Company shall cooperate and make available to each recipient of an Offer Notice sufficient information (which information shall be subject to a confidentiality agreement) to enable a reasonable purchaser to evaluate the Offer Price and the Terms. Any purchase by the Company or the Capital Members pursuant to this Section 6.2.1 shall be upon the same terms and conditions specified in the Offer Notice.

6.2.2 With respect to any Transfer by any Capital Member (other than Permitted Transfers), the Company and the Capital Members shall have a right of first refusal to purchase all or any part of the Offered Interests. The Company shall have the initial opportunity to purchase all or any part of the Offered Interests. If the Company desires to purchase all or any part of the Offered Interests, the Company must, within the twenty (20) day period (the "Company Refusal Period") commencing on the date of the Company's receipt of the Offer Notice, give written notice to the Transferor of the Company's election to purchase some or all of the Offered Interests. Within fifteen (15) days after expiration of the Company Refusal Period, the Company will give written notice (the "Company's Expiration Notice") to the Transferor and to the Capital Members specifying either (i) that all or a portion of the Offered Interests are to be purchased by the Company or (ii) that the Company waived its right of first refusal with respect to all or some of the Offered Interests. Notwithstanding any failure by the Company to deliver a Company's Expiration Notice, a failure by the Company to exercise its right of first refusal within the Company Refusal Period shall be deemed a waiver of such right, however such failure shall not affect the Capital Members' right of first refusal. To the extent the Company does not purchase some or all of the Offered Interests, the Capital Members shall have the opportunity to purchase the remaining Offered Interests. If any such Capital Member desires to purchase some or all of the remaining Offered Interests, such Capital Member must, within a fifteen (15) day period (the "Unitholder Refusal Period") commencing on earlier of the date of (A) the Company's Expiration Notice or (B) the thirty-fifth (35th) day after the Offer Notice, give written notice ("Unitholder Notice") to the Transferor and to the Company of such Capital Member's election to purchase some or all of the Offered Interests. A failure by a Capital Member to exercise its right of first refusal within the Unitholder Refusal Period shall be deemed a waiver of such right. The Offered Interests shall be allocated among the Capital Members electing to purchase such Offered Interests on a pro rata basis, calculated based on the number of Common Units then held by all participating Capital Members (calculated on an as-converted and exercised basis). During the ten (10) day period commencing after the Unitholder Refusal Period, each Capital Member who purchased all Offered Interests available to him, her or it may, by giving written notice to the Company, elect to purchase or acquire, in addition to the number of Offered Interests specified above, up to that portion of the Offered Interests that Capital Members were entitled to purchase but that were not subscribed for by the Capital Members which is equal to the proportion that the Common Units then held by such Capital Member (calculated on an as-converted and exercised basis) bears to the Common Units then held by all Capital Members (calculated on an as-converted and exercised

basis) who wish to purchase such unpurchased Offered Interests (calculated on an as-converted and exercised basis).

6.2.3 If the Company or the Capital Members have not elected to purchase all or part of the Offered Interests, then the Transferor may transfer that portion of the Offered Interests proposed to be sold by the Transferor, to any proposed transferee named in the Offer Notice, at the Offer Price or at a higher price, provided that such Transfer (a) is consummated within ninety (90) days after the date of the Offer Notice and (b) is in accordance with all the terms of this Agreement. If the Offered Interests are not so transferred during such ninety (90) day period, then the Transferor may not transfer any of such Offered Interests without complying again in full with the provisions of this Section 6.2.

6.3 Co-Sale Rights.

6.3.1 Exercise of Right. If any Offered Interests are not purchased pursuant to Section 6.2 above and thereafter are to be Transferred to a transferee, each respective Capital Member may elect to exercise a right of co-sale and participate on a pro rata basis in the sale of the Offered Interests as set forth in Section 6.3.2 below and otherwise on the same terms and conditions specified in the Offer Notice. Each Capital Member who desires to exercise its right of co-sale (each, a “Participating Investor”) must give the Transferor written notice to that effect within fifteen (15) days after the expiration of the Unitholder Refusal Period, and upon giving such notice such Capital Member shall be deemed to have effectively exercised the right of co-sale.

6.3.2 Units Includable. Each Participating Investor who timely exercises such Member’s right off co-sale by delivering the written notice provided for above in Section 6.3.1 may include in the proposed sale of the Offered Interests all or any part of such Member’s Units equal to the product obtained by multiplying (i) the aggregate number of Offered Interests subject to the proposed Transfer (excluding Offered Interests purchased by the Company or the Participating Investors pursuant to Section 6.2) by (ii) a fraction, the numerator of which is the number of Common Units owned by such Participating Investor (calculated on an as-converted and exercised basis) immediately before consummation of the proposed sale and the denominator of which is the total number of Common Units owned, in aggregate, by all Capital Members (calculated on an as-converted and exercised basis) immediately prior to the consummation of the proposed transfer. To the extent one or more of the Participating Investors exercise such right of participation in accordance with the terms and conditions set forth herein, the number of Units that the Transferor may sell in the proposed Transfer shall be correspondingly reduced. Each Participating Investor may condition any conversion or exercise of Preferred Units, Options and Convertible Securities upon the consummation of such proposed Transfer.

6.3.3 Purchase and Sale Agreement.

(a) The Participating Investors and the Transferor agree that the terms and conditions of any proposed Transfer in accordance with Section 6.3 will be memorialized in, and governed by, a written purchase and sale agreement with the prospective transferee (the “Purchase and Sale Agreement”) with customary terms and provisions for such a transaction, and the Participating Investors and the Transferor further covenant and agree to enter into such

Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Section 6.3.

(b) Notwithstanding anything to the contrary herein, in connection with exercising its right of co-sale and entering into a Purchase and Sale Agreement, (i) no Participating Investor will be required to make affirmative representations or warranties except as to such Member's due organization, if applicable, due power and authority, non-contravention, absence of litigation and ownership of Units, free and clear of all liens, (ii) the Participating Investors may be severally obligated to join on a pro rata basis (based on the amount by which each Member's share of the aggregate proceeds paid with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Members been reduced by the amount of such indemnity) in any indemnification obligation agreed to by the Transferor in connection with such sale, except that each Participating Investor may be fully liable for obligations that relate specifically to such Participating Investor, such as indemnification with respect to representations and warranties given by such Participating Investor regarding such Participating Investor's title to and ownership of Units; provided that no Participating Investor shall be obligated in connection with such sale to agree to indemnify or hold harmless the transferees with respect to an amount in excess of the consideration to which such Participating Investor is entitled in such sale, or to make indemnity payments in excess of the proceeds paid to such Participating Investor in connection with such sale; provided further, that any escrow of proceeds of any such transaction shall be withheld on a pro rata basis among the Transferor and all Participating Investors (based on the amount by which each such Member's share of the aggregate proceeds otherwise payable with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Members been reduced by the amount placed in escrow); and (iii) no Participating Investor shall be required to enter into any restrictive covenants, including any nonsolicitation or noncompetition covenants.

(c) Each Participating Investor shall pay its pro rata share (based on the amount by which each Participating Investor's share of the aggregate proceeds paid with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Participating Investor been reduced by the amount of such expenses) of the expenses incurred by the Transferor in connection with such Transfer (including by reducing the portion of the consideration to which such Participating Investor would be entitled in such right of co-sale).

(d) Upon the consummation of a sale Units under this Section 6.3, (i) each Participating Investor will receive the same form of consideration for its Units of such class or series as is received by other Members in respect of their Units of such same class or series in such sale, and (ii) each Participating Investor shall receive the amount that would be distributed to such Member in the event that proceeds of such sale of Units were distributed in accordance with Section 4.4.1.

6.4 Transferee's Rights. A Transfer of a Unit permitted pursuant to this Article VI shall be effective as of the date of assignment and compliance with the conditions to such Transfer and such Transfer shall be shown on the books and records of the Company. Profits, Losses and other Company items shall be allocated between the transferor and the transferee according to Section 706 of the Code. Distributions made before the effective date of such Transfer shall be paid to the transferor, and distributions made after such date shall be paid to the transferee. A

transferee who has been admitted as a Member as provided in Section 3.1 and in accordance with this Article VI shall have all rights and powers, and be subject to all the restrictions, of a Member under this Agreement holding the same Units transferred thereto.

6.5 Drag-Along Rights.

6.5.1 If (i) the Board, acting by a majority; and (ii) the holders Units representing at least fifty percent (50%) of the outstanding Class A Common Units, calculated on an as-converted basis (the Members so approving, collectively, the “Selling Members”) approve a Sale of the Company and the Board elects to exercise the provisions of this Section 6.5 (making such transaction an “Approved Sale”), each Member shall vote for, consent to and raise no objections against such Approved Sale, so long as such Approved Sale complies with this Section 6.5. If the Approved Sale is structured as a (x) merger or consolidation, each Member shall waive any dissenters rights, appraisal rights or similar rights in connection with such merger or consolidation or (y) sale of Units, each holder of Units shall agree to sell all of his, her or its Units and rights to acquire Units on the terms and conditions approved by the Board and the Selling Members. The Company and each Member shall take all necessary or desirable actions in connection with the consummation of the Approved Sale as requested by the Board, including executing all agreements, documents and instruments in connection therewith in the form presented by the Board.

6.5.2 The obligations of the Members with respect to the Approved Sale are subject to the satisfaction of the following conditions: (i) the consideration payable upon consummation of such Approved Sale to all Members shall be solely cash and/or marketable securities, (ii) the consideration payable to any Member shall be reduced by the aggregate principal amount plus all accrued and unpaid interest on any indebtedness of any such Member to the Company, and (iii) each Member shall receive as a result of such Approved Sale the amount that would be distributed to such Member in the event that proceeds of such Approved Sale were distributed in accordance with Section 4.4.1. If any Members are given an option as to the form and amount of consideration to be received with respect to its Units, each other Member shall be given the same option with respect to its Units of the same class or series (in proportion to the respective amounts of each class or series of security that such Member owns or has the right to acquire, but with identical economic rights or preferences subject to any ownership interest or voting interest thresholds for such rights or preferences).

6.5.3 Notwithstanding anything to the contrary herein, in connection with an Approved Sale, (i) no Member will be required to make affirmative representations or warranties except as to such Member’s due organization, if applicable, due power and authority, non-contravention, absence of litigation and ownership of Units, free and clear of all liens, (ii) the Members may be severally obligated to join on a pro rata basis (based on the amount by which each Member’s share of the aggregate proceeds paid with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Members been reduced by the amount of such indemnity) in any indemnification obligation agreed to by the Board in connection with such Approved Sale, except that each Member may be fully liable for obligations that relate specifically to such Member, such as indemnification with respect to representations and warranties given by such Member regarding such Member’s title to and ownership of Units; provided that no Member shall be obligated in connection with such Approved Sale to agree to

indemnify or hold harmless the acquirors with respect to an amount in excess of the consideration to which such Member is entitled in such Approved Sale, or to make indemnity payments in excess of the proceeds paid to such Member in connection with such Approved Sale; provided further, that any escrow of proceeds of any such transaction shall be withheld on a pro rata basis among all Members (based on the amount by which each such Member's share of the aggregate proceeds otherwise payable with respect to its Units would have been reduced had the aggregate proceeds available for distribution to such Members been reduced by the amount placed in escrow); and (iii) no Member shall be required to enter into any restrictive covenants, including any nonsolicitation or noncompetition covenants.

6.5.4 In the event that the Selling Members, in connection with such Sale of the Company, appoint a member representative (the "Member Representative") with respect to matters affecting the Members under the applicable definitive transaction agreements following consummation of such Sale of the Company, then each Member agrees (x) to consent to (i) the appointment of such Member Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Member's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Member Representative in connection with such Member Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Members, and (y) not to assert any claim or commence any suit against the Member Representative or any other Member with respect to any action or inaction taken or failed to be taken by the Member Representative in connection with its service as the Member Representative, absent fraud or willful misconduct.

6.5.5 Each Member to this Agreement hereby constitutes and appoints as the proxy of such Member and hereby grants a power of attorney to each of the Chief Executive Officer of the Company and a designee of the Board, with full power of substitution, with respect to votes or consents regarding any Approved Sale pursuant to this Section 6.5 and for no other purpose, and hereby authorizes each of them to represent and to vote or consent, if and only if the Member (1) fails to vote or consent or (2) attempts to vote or consent (whether by proxy, in person or by written consent) in a manner which is inconsistent with the terms of this Agreement, all of such Member's Units in favor of approval of any Approved Sale pursuant to and in accordance with the terms and provisions of this Section 6.5 and to take any action necessary to effect such Member's obligations under this Section 6.5. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the Members in connection with the respective rights, restrictions and obligations contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Section 6.5 terminates or is no longer in effect. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Units with respect to any of the matters set forth in Section 6.5 and shall not hereafter, unless and until this Agreement terminates, purport to grant any other proxy or power of attorney with respect to any of the Units, deposit any of the Units into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote or consent, grant any proxy or give instructions with respect to the voting of, or on authorizing consents with respect to, any of the Units, in each case, with respect to any of the matters set forth in Section 6.5.

6.6 Unauthorized Transfers. Any Transfer by any direct or indirect beneficial owner of any interest in a Unit or other interest in the Company in contravention of this Agreement, or which would cause the Company to not be treated as a partnership for U.S. federal income tax purposes (each, an “Unauthorized Transfer”), shall be void *ab initio* and ineffectual and shall not bind or be recognized by the Company or any other party, unless otherwise approved by the Board in its sole discretion. The transferee under any purported Transfer by a Member that does not comply with this Agreement will acquire no title or ownership thereby but will hold such Interest for the benefit of the other Members, unless and only to the extent determined by the Board in its sole discretion. Notwithstanding anything to the contrary in this Agreement, in the event of any Unauthorized Transfer, in addition to any remedies that may be available at law, in equity or otherwise under this Agreement, the Company, acting through the Board, shall have the right (a) to conclude definitively for all purposes under this Agreement or otherwise that any actual or purported holder of such Units or other interests is a mere assignee as contemplated by Section 18-702(b) of the Act, and that neither the purported transferor nor the purported transferee thereafter will be entitled to exercise any rights or powers of a Member in respect of such Units or other Interests, and/or (b) to purchase all or any Units or other Interests in the Company that are the subject of an Unauthorized Transfer at fair market value determined by the Board in good faith (which value may include reasonable “control” or “liquidity” discounts), which purchase right (i) must be exercised (if at all) within six months of the Board’s first discovery of a purported Unauthorized Transfer, (ii) may be assigned by the Company, in whole or in part, ratably to the Members holding Units who did not seek to effect such Unauthorized Transfer and/or (iii) if exercised, shall be payable in cash or, in the case of any full or partial exercise by the Company, either in whole or in part with an unsecured subordinated promissory note of the Company, which unsecured subordinated promissory note shall (x) bear interest at the applicable federal rate (which shall be payable annually in cash unless otherwise prohibited by applicable law or the Company’s or its subsidiaries’ financing arrangements), (y) have the principal balance due on the first to occur of (1) five years from the date of issuance of such promissory note, (2) a Sale of the Company or (3) a Deemed Liquidation Event, and (z) be unsecured and subordinated and junior to all financing arrangements of the Company and/or its subsidiaries.

6.7 Additional Restrictions on Transfer.

6.7.1 Each transferee of Units or other interests in the Company shall, as a condition prior to such Transfer, execute and deliver to the Company a counterpart to this Agreement pursuant to which such transferee shall agree to be bound by the provisions of this Agreement and all other agreements required at such time by the Board.

6.7.2 Notwithstanding any other provisions of this Article VI, no Transfer of Units or any other interest in the Company may be made:

(a) unless in the opinion of counsel (who may be counsel for the Company), satisfactory in form and substance to the Board and counsel for the Company (which opinion may be waived, in whole or in part, at the discretion of the Board), such Transfer would not violate any federal securities laws or any state or provincial securities or “blue sky” laws (including any investor suitability standards) applicable to the Company or the Unit or other interest to be Transferred, or cause the Company to be required to register as an “Investment

Company” under the U.S. Investment Company Act of 1940, as amended. Such opinion of counsel shall be delivered in writing to the Company prior to the date of the Transfer;

(b) if such Transfer, by itself or in combination with any other previous Transfers, would, in the reasonable, good faith determination of the Board, result in the Company being treated as a publicly traded partnership under Section 7704 or cause any other adverse tax consequences to the Company or the Members;

(c) if such Transfer would be a violation of or a default (or an event that, with notice or the lapse of time or both, would constitute a default) under, or result in an acceleration of any indebtedness under, any note, mortgage, loan agreement or similar instrument or document to which the Company is a party; or

(d) if such Transfer is to an individual who is not legally competent or who has not achieved his or her majority under the law of the applicable state (excluding trusts for the benefit of minors).

6.7.3 In the event that a Transfer (including a Permitted Transfer) would result in a transfer of Units from one Member to multiple transferees, the Company may require that one or more trustees or nominees be designated to represent all or a portion of the transferred Units for the purpose of voting of the Units, exercising rights under this Agreement, receiving notices or information from the Company, or receiving payments or distributions which may be made under this Agreement.

6.7.4 The Company may require any Member making a Transfer (including a Permitted Transfer) to pay the reasonable legal fees and other out of pocket expenses incurred by the Company in connection therewith.

6.7.5 In order to permit the Company to qualify for the benefit of a “safe harbor” under Code Section 7704, notwithstanding anything to the contrary in this Agreement, no Transfer of any Unit or economic interest shall be permitted or recognized by the Company or the Board (within the meaning of Regulation Section 1.7704-1(d)) if and to the extent that such Transfer would cause the Company to have more than 100 partners (within the meaning of Regulation Section 1.7704-1(h), including the look-through rule in Regulation Section 1.7704-1(h)(3)).

6.8 Termination of Transfer Restrictions. The provisions of this Article VI shall be of no further force and effect following the consummation of a Sale of the Company.

6.9 Conversion to Corporation. At any time after the Effective Date, upon approval of the Board, the Company shall be converted (by merger, consolidation, share exchange, transfer of assets or equity or otherwise, as determined by the Board) into a newly formed corporation so as to convert the Company to a corporation, which shall be a Subchapter C corporation for income tax purposes. No consent of the Members shall be required for such conversion. Such corporation shall have a certificate of incorporation and bylaws which the Board determines are customary for corporations comparable to the Company at the time, preserving to the greatest extent possible, the relative voting rights, distribution rights, liquidation rights and other rights, preferences and privileges that exist with respect to the Preferred Units and Class A Common Units. The outstanding equity capitalization of the corporation upon consummation of such conversion shall,

to the fullest extent possible, be identical to that of the Company immediately prior to such conversion. Upon such conversion, the provisions of this Agreement shall be embodied in a stockholders agreement, which all of the Members agree to execute, and in connection therewith each Member agrees to take any additional actions and execute any other documents reasonably requested by the Board in connection with any such conversion, including (a) executing the aforementioned stockholders agreement or other similar documents with respect to their equity interests in the corporation resulting from such corporate conversion, and (b) any such action necessary or desirable to achieve the federal or other tax effect of such conversion as may be approved by the Board. Each Member shall be provided with copies of all documents required to be executed by the Members and shall comply with the provisions set forth in such definitive documents. For purposes of facilitating any corporate conversion, each Member agrees to deliver to the Company, at the Board's request prior to such conversion, all Unit Certificates or other documents, if any, evidencing such Member's Units, together with all certificates, instruments or other documents reasonably required by the Board to evidence the assignment of such Units in connection therewith.

6.10 Partition. No Member shall have the right to partition any assets of the Company or any interest therein, nor shall a Member make application or proceeding for a partition thereto and, upon any breach of the provisions of this Section 6.10 by a Member, the other Members (in addition to all rights and remedies afforded by law or equity) shall be entitled to a decree or order restraining or enjoining such application, action or proceeding.

ARTICLE VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

7.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

- (a) upon unanimous approval of the Board;
- (b) the entering of a decree of judicial dissolution under the Act; or
- (c) the sale of all or substantially all of the assets of the Company (regardless of the consideration received in exchange therefor).

7.2 Procedure for Winding Up and Dissolution. Upon the occurrence of any event specified in Section 7.1, the Company will continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Board or a Person designated thereby will be responsible for overseeing the winding up and liquidation of the Company, will take full account of the liabilities of the Company and its assets, will either cause its assets to be sold or distributed and, if sold, as promptly as is consistent with obtaining the fair market value thereof, and will cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 7.3. The Person(s) winding up the affairs of the Company will give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Person(s) winding up the affairs of the Company will be entitled to reasonable compensation for such services.

7.3 Payment of Liabilities and Liquidating Distributions Upon Dissolution. After determining that all known debts and liabilities of the Company in the process of winding up, including debts and liabilities to Members who are creditors of the Company and expenses of liquidation, have been paid or adequately provided for, the remaining assets will be distributed to the Members in accordance with Section 4.4.1.

7.4 Filing of Certificate of Cancellation. Following the completion of the dissolution and winding up of the affairs of the Company in accordance with this Article VII and applicable law, the Person(s) winding up the affairs of the Company shall promptly file a Certificate of Cancellation with the Delaware Secretary of State.

7.5 Rights of Members. Except as otherwise provided in this Agreement: (i) each Member will look solely to the assets of the Company for the return of its investment and shall have no right or power to demand or receive property other than cash from the Company; and (ii) if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of each Member, such Members will have no recourse against other Members for indemnification, contribution or reimbursement.

ARTICLE VIII

BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

8.1 Books and Records; Accounting Period.

8.1.1 Book and Records. The Officers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include, without limitation, complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Certificate of Formation and this Agreement and all amendments thereto; a current list of the names and last known business, residence, or mailing addresses of all Members, and the Company's federal, state and local tax returns.

8.1.2 Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Board, subject to the requirements and limitations of the Code.

8.2 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Board shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.3 Taxes and Reports.

8.3.1 Tax Matters Partner. [Bryan Wolf] shall be the Company's "tax matters partner" (as defined in Code Section 6231 under TEFRA that is effective for the Company's tax returns filed for taxable years beginning before January 1, 2018) ("Tax Matters Partner"). For

taxable years beginning on or after January 1, 2018, the Board shall designate such Tax Matters Partner as the “partnership representative” (within the meaning of Code Section 6223 enacted under the Budget Act that is effective for the Company’s tax returns filed for taxable years beginning on or after January 1, 2018). The Tax Matters Partner shall have all powers and responsibilities provided in the Code. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Tax Matters Partner shall not be entitled to compensation for performing its duties, but the Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Partner shall cause the Company, to the maximum extent possible, to elect the application of Code Section 6226, as amended by the Budget Act (and all Treasury Regulations and IRS pronouncements issued thereunder), with respect to an “imputed underpayment” of the Company or any subsidiary thereof in accordance with the procedures and requirements of such section and appropriately taking into account each Member’s Interest in such audited taxable year. If such election cannot be made, then the Members and Tax Matters Partner shall work together in good faith to determine the manner in which such “imputed underpayment” and any associated interest, penalties, adjustments to tax, and other costs are borne by the Members. For the purposes of the foregoing two sentences, the term “Member” shall also include a former Member for the audited taxable year. Unless otherwise determined by the Board, the Company shall not elect to accelerate the effective date of the amendments made by section 1101 of the Budget Act with respect to the Company. The Tax Matters Partner shall serve in a similar capacity with respect to any similar tax related or other election provided by state or local laws. The Tax Matters Partner may not compromise any dispute with the Internal Revenue Service without Board consent.

8.3.2 Tax Elections. The Tax Matters Partner shall, subject to Section 8.3.1, have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The Company shall be treated as a partnership for U.S. federal income tax purposes (and applicable state and local tax purposes), and no election shall be made to the contrary.

8.3.3 Financial Information.

(a) No Member shall be entitled to obtain any information relating to the Company, any of its subsidiaries or any other Member under Section 18-305 of the Act, this Agreement or otherwise, other than as expressly provided in this Section 8.3.3, and, to the extent a Member is so entitled to such information, such Member shall be subject to the provisions of Sections 8.3.3(c) and 8.4.

(b) Within one hundred and twenty (120) days after the end of each fiscal year of the Company, the Managers shall cause to be sent to each Person who was a Member at any time during the fiscal year then ended, that tax information concerning the Company which is necessary for preparing the Member’s income tax returns for that year.

(c) The Members agree to hold all information with respect to the Company received pursuant to this Section 8.3.3 in confidence, and not to use or disclose any of

such information to any third party, except to the extent such information may be made publicly available by the Company; provided, however, that a Member may provide the financial results of the Company to (i) their accountants and attorneys and (ii) their limited partners, institutional lenders, if any, or Affiliates, but such Member shall inform such third parties of their obligation to keep such information confidential and shall be responsible for any breach of confidentiality by such third party.

8.4 Confidentiality; Proprietary Information. Each Member acknowledges and agrees that, from time to time, it may receive information from or regarding the Company in the nature of trade secrets or confidential or proprietary information (collectively, “Proprietary Information”). Each Member hereby covenants and agrees to treat and hold as confidential any and all Proprietary Information, and to refrain from using or disclosing (or aiding others in using or disclosing) any and all such Proprietary Information; provided, however, that Proprietary Information shall not include information generally available to the public (other than as a result of disclosure by a Member, its agents or representatives). In the event that any Member is required in any legal proceeding (including, without limitation, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Proprietary Information, such Member shall notify the Company promptly of the request or requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions hereof.

ARTICLE IX GENERAL PROVISIONS

9.1 Title to Company Property. Except as provided in the next sentence of this Section 9.1, all real and personal property acquired by the Company shall be acquired and held by the Company in its name. The Board may direct that legal title to all or any portion of the Company’s property be acquired or held in a name other than the Company’s name. Without limiting the foregoing, the Board may cause title to be acquired and held in its name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company’s property (or any part thereof) is solely for the convenience of the Company, and all of that property shall be treated as Company property.

9.2 Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Board deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.3 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication required or permitted under this Agreement must be in writing and shall be deemed duly given or made (i) when personally delivered to the intended recipient (or an officer of the intended recipient) or when sent by facsimile or electronic delivery; (ii) on the business day after the date sent when sent by nationally recognized overnight courier service (but only if sent for “next day” delivery); or (iii) five (5) days after it is sent by registered or certified mail, return receipt requested, postage prepaid. Any Notification to be given hereunder by the Company shall be given by or under authority granted by the Board. A Notification must be addressed to a Member at the Member’s last known address on the records of the Company. A Notification to

the Company must be addressed to the Company's registered office. Any party may designate, by Notification to all of the others, substitute addresses or addressees for Notifications; and, thereafter, Notifications are to be directed to those substitute addresses or addressees.

9.4 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy such injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured shall be entitled to seek (in addition to any other remedies which may be available to that party) one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.5 Entire Agreement; Amendment; Waiver; Consent. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written. Subject to Section 3.1.1, no amendment, modification or waiver of this Agreement shall be binding unless approved in writing by the Company and the holders of a majority of the then outstanding Units calculated (if applicable) on an as-converted basis, or in the case of a waiver, by the party for whom such benefit was intended. For the avoidance of doubt, it is agreed that the right of first offer set forth in Section 3.3.4 may be waived in accordance with Section 3.3.4(c), without the need for any further approvals under this Section 9.5, notwithstanding the fact that certain Capital Members may nonetheless, by agreement with the Company, purchase securities in such transaction. Any amendment, termination, or waiver effected in accordance with this Section 9.5 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided in writing. With respect to any action or event requiring prior consent by a party (or parties) or the Board (or any committee thereof) pursuant to the provisions herein, such action or event may be ratified by the party (or parties) or the Board (or any committee thereof) required to provide such consent after the occurrence of such action or event with the full force and effect of a consent delivered prior to such action or event (so long as such ratification is otherwise delivered in the same manner and methods as required by such consent pursuant to this Agreement, other than with respect to the time of delivery of such consent). Any consent or ratification delivered by a party, a member of the Board or any committee thereof pursuant to this Agreement via electronic mail shall suffice as delivery by written consent or ratification, as applicable.

9.6 Applicable Law; Arbitration. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflict of laws, and the rights, duties, and obligations of the Members shall be as stated in the Act except as provided herein. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Los Angeles, California and shall be conducted by a single arbitrator. The arbitrator(s) shall allow the parties to conduct an amount of discovery deemed reasonable by

the arbitrator. Notwithstanding the foregoing, any party hereto may seek injunctive or other equitable relief from any state or federal court located in Los Angeles, California. The parties shall maintain the confidential nature of any arbitration proceeding instituted pursuant to this Section 9.6 and any award rendered by the arbitrator(s) pursuant thereto, except as may be necessary in connection with the judicial enforcement of any such award, or unless otherwise required by law or judicial decision. In any arbitration or litigation proceeding among the parties hereto related to the subject matter of this Agreement, the non-prevailing party (or parties) shall pay the reasonable legal fees and expenses of the prevailing party, in addition to such other damages as may be awarded, and the arbitrator(s) award shall include an order requiring the non-prevailing party (or parties) to pay such fees and expenses.

9.7 Waiver of Jury Trial. To the extent not prohibited by applicable law that cannot be waived, each party hereby waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, action or cause of action arising in whole or in part under, related to, based on or in connection with this Agreement or the subject matter hereof, whether now existing or hereafter arising and whether sounding in tort or contract or otherwise. Any party hereto may file an original counterpart or a copy of this Section 9.7 with any court as written evidence of the consent of each such party to the waiver of its right to trial by jury.

9.8 Word Meanings; Headings. In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.9 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9.10 Successors; No Third-Party Rights. This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, no rights or obligations of a Member will be assignable and any purported assignments not so permitted will be void *ab initio*. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 9.10.

9.11 Interpretation. Each party hereto has been represented by legal counsel in connection with the negotiation and drafting of this Agreement. Each party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

9.12 Severability. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. If one or more provisions hereof will be declared invalid or

unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes hereof. The parties further agree to replace such void or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

9.13 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur via facsimile or via electronic delivery), each of which shall be binding as of the date first written above, and each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9.14 Expenses. The parties will bear all of their own fees and expenses, including, without limitation, fees and expenses of counsel, in connection with the negotiation, preparation and delivery of this Agreement.

9.15 Covenant to Obtain Spouse's Signature. Each Member who is a natural Person shall cause such Member's spouse to execute a spousal counterpart signature page to this Agreement in a form reasonably acceptable to the Board. If a Member who is a natural Person and who is not married as of the date such Person becomes a Member should ever marry or is married as of the date such Person becomes a Member and becomes divorced and then remarries, as the case may be, during the term of this Agreement, then such Member covenants and agrees that he or she shall use commercially reasonable efforts to cause such Member's spouse to execute a spousal counterpart signature page to this Agreement in a form acceptable to the Board. Any spouse of a Member that executes this Agreement is doing so solely to evidence such spouse's consent and agreement to take such actions as may be necessary to comply with the applicable provisions of this Agreement.

9.16 Counsel to Company. Each party acknowledges that Latham & Watkins, LLP ("LW") has acted solely as counsel to the Company in connection with the negotiation of this Agreement, the other agreements referenced herein and the transactions contemplated hereby and thereby. LW may have, may now, or may from time to time in the future represent or perform services for other parties hereto or their Affiliates in matters unrelated to this Agreement. The applicable rules of professional conduct require that LW inform the parties hereunder of this representation and obtain their consent. LW has served as counsel to the Company and has negotiated the terms hereof solely on behalf of the Company. Each other party has the right to be represented by independent counsel in connection herewith or with the conflict waiver provided herein. Each party (a) acknowledges that the terms of this Agreement were negotiated among the Members and the Company and are fair and reasonable; (b) acknowledges that they have had an opportunity to ask for and obtain information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; and (c) gives its informed consent to LW's representation of Company in connection herewith.

(remainder of page intentionally left blank)

**COMPANY SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the "Agreement") to which this signature page is attached and agrees to be bound by the Agreement effective as of the Effective Date. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

MEDIA RES STUDIO, LLC

By:

Name:

Title:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as a Member of Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the “Agreement”) to which this signature page is attached and agrees to be bound by the Agreement effective as of the later of the Effective Date or such Member’s acquisition of Units. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

BRON VENTURES 1 LLC

By:

Name:

Title:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

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BDF PRODUCTIONS, INC.

By:

Name: Michael Ellenberg
Title: Authorized Signatory

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

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FILMWORKS, INC.

By:

Name:

Title:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

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ZIFFREN BRITTENHAM LLP

By:

Name: Bryan Wolf

Title: Authorized Signatory

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

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DAVID HORNİK

By:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

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ADAM WERGELES

By:

**MEMBER SIGNATURE PAGE TO
MEDIA RES STUDIO, LLC
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
AGREEMENT**

The undersigned, in its capacity as a Member of Media Res Studio, LLC, hereby executes and delivers the Second Amended and Restated Limited Liability Company Agreement (the "Agreement") to which this signature page is attached and agrees to be bound by the Agreement effective as of the later of the Effective Date or such Member's acquisition of Units. This counterpart signature page, together with all counterparts of the Agreement and signature pages of the other parties named therein, shall constitute one and the same instrument in accordance with the terms of the Agreement.

INDIVIDUALS

ENTITIES

Print Name of Member

Print Name of Member

Signature

By:

Signature

Name:

Title:

Exhibit A

Member Register

[separately attached]

EXHIBIT B**Form Of
Payoff Letter**

**Bron Media Corp.
5542 Short Street
Burnaby, BC V5J 1L9**

Payoff Letter

October [29], 2021

**Media Res Studio, LLC
6255 Sunset Blvd., Suite 680
Los Angeles, California, 90028**

Ladies and Gentlemen:

Reference is made to the Revolving Loan Agreement, dated as of January 2, 2018, among Media Res Studio, LLC, a Delaware limited liability company ("**Company**" or "**you**") as borrower, and Bron Media Corp., a British Columbia corporation ("**Lender**" or "**we**"), as lender (the "**Loan Agreement**"). Capitalized terms used herein that are defined in the Loan Agreement and not otherwise defined herein have the meanings given in the Loan Agreement.

You have delivered to us a notice of termination of all commitments and prepayment of all outstanding Advances effective on October [29], 2021 (the "**Payoff Date**").

Subject to your acceptance of this letter by execution of a counterpart of this letter in the space provided below, you and we hereby confirm and agree as follows:

1. You hereby confirm and agree that on the Payoff Date:

(a) all commitments under the Loan Agreement will be terminated and all obligations of the Lender in respect of the commitments or any extensions of credit under the Loan Agreement will be forever discharged;

(b) you will prepay in full all outstanding Advances together with (i) all interest accrued thereon to the Payoff Date, and (ii) if applicable, the required Per Diem Amount (as defined below).

2. The aggregate amount required on the Payoff Date to pay all outstanding Advances with all unpaid interest accrued thereon to the Payoff Date will be US\$[3,138,082.55] (consisting of US\$[2,526,000] of unpaid principal and US\$[612,082.55] of unpaid accrued interest) (such amount, the "**Payoff Amount**").

Notwithstanding the foregoing, the Payoff Amount will increase by US\$645.10 on a daily basis (collectively, the "**Per Diem Amount**") until the actions set forth in clauses (a) and (b) of paragraph 1 of this Payoff Letter have been consummated, to the extent such actions are consummated after 2:00 p.m., Los Angeles time, on the Payoff Date (the "**Cutoff Time**").

3. If no later than the Cutoff Time we receive payment of the Payoff Amount to the Lender by wire transfer (together with notification to it of the applicable federal funds wire reference number) of freely and immediately available funds to:

Bank:
 ABA Number:
 Account Number:
 Reference:

For account of: _____

then (i) pursuant to Section 12.1 of the Loan Agreement the undersigned Lender will deliver to the Borrower a Release of Security Interests executed by the undersigned Lender in substantially the form of Exhibit A hereto and the additional lien releases attached hereto as Exhibits [●] through [●], duly acknowledged if a form of acknowledgement is appended thereto and (ii) the Loan Documents shall terminate (including any powers of attorney) and all obligations of the Company under the Loan Documents shall terminate and be forever discharged, in each case with immediate and automatic effect. Notwithstanding anything in the Loan Documents to the contrary, the termination of the obligations under the Loan Documents and release of Liens provided for herein shall discharge any obligations that are stated in the Loan Documents to survive the termination of the Loan Agreement (including, without limitation, Section 2.5 and Article XI thereof).

You acknowledge and agree that our obligations under this paragraph 3 will not become effective or enforceable, the documents identified in the immediately preceding paragraph will not be delivered, effective or enforceable until the conditions set forth in this paragraph 3 are satisfied, and for this purpose time will be of the essence.

4. THIS LETTER AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS LETTER OR THE LOAN DOCUMENTS (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER OR THE LOAN DOCUMENTS MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND EACH PARTY WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND COMPANY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE SUBJECT MATTER HEREOF, THE NOTE, OR ANY LOAN DOCUMENTS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT OR IN TORT OR OTHERWISE.

This letter may be executed by one or more of the parties to this letter on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature

page of this letter by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

Very truly yours,

BRON MEDIA CORP., as Lender

By: _____
Authorized Signatory

Accepted and Agreed to as of the date
first written above:

MEDIA RES STUDIO, LLC, as Company

By: _____
Name:
Title:

Exhibit A

Release of Security Interests

October [29], 2021

TO: **Media Res Studio, LLC**
6255 Sunset Blvd., Suite 680
Los Angeles, California, 90028

Reference is made to the Revolving Loan Agreement dated as of January 2, 2018 between Media Res Studio, LLC, a Delaware limited liability company, as borrower (the “*Company*” or “*you*”), and Bron Media Corp., a British Columbia corporation, as lender (the “*Loan Agreement*”) and the following security documents (the “*Specified Security Documents*”) delivered to the undersigned in its capacity as the Lender under the Loan Agreement (as such, the “*Lender*” or “*we*”):

- A. Promissory Note dated October 4, 2018
- B. General Security Agreement dated January 2, 2018

Capitalized terms used and not otherwise defined therein have the meaning set forth in the Loan Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. *Release.* The undersigned as Lender hereby releases, absolutely, unconditionally, irrevocably and forever, all security interests granted to the undersigned as Lender under the Specified Security Documents (together with all other security agreements, copyright mortgages and similar security documents or instruments (if any) pursuant to which the Company granted the undersigned as Lender a lien or security interest in connection with the Loan Agreement, the “*Security Interests*”) and agrees that all of the Security Interests will be, and hereby are, forever discharged.

2. *Terms of Release.* No obligation secured by the Security Interests is released, discharged or terminated hereby. This Release of Security Interests is delivered pursuant to and on the terms set forth in our letter to you entitled “Payoff Letter” and dated October [●], 2021.

3. *Termination of Financing Statements.* The undersigned as Lender hereby authorizes Company and its designees to prepare, file and/or record all Uniform Commercial Code termination statements, intellectual property assignments or terminations, and assignments, releases and terminations under intercreditor agreements, bailee and laboratory arrangements, powers of attorney and similar arrangements, in each instance, covering the Security Interest or any other Lien under any of the Loan Documents as they deem necessary or appropriate to effectuate, or reflect of public record, the release and discharge of the Security Interests and the Obligations.

4. *Further Releases and Terminations.* The undersigned as Lender agrees that if you at any time determine and notify the undersigned as Lender in writing that the delivery of any additional instrument executed by the undersigned as Lender is required to release, discharge or terminate (a) any Security Interest, (b) any other Lien (as defined in the Loan Agreement) granted to the undersigned as

Lender pursuant to any security agreement, mortgage, deed of trust, deed to secure debt, collateral assignment or other grant of security, in each case solely to the extent securing the payment of loans under the Loan Agreement (an “***Other Lien***”) or (c) any notice, filing or registration of any Security Interest or Other Lien or any other document relating to the Obligations, the undersigned will, at your expense and as reasonably requested by you in such notice, execute and deliver (and if requested acknowledge) such other instruments effecting or confirming the release, discharge or termination of any Security Interest or Other Lien or any notice, filing or registration of any Security Interest or Other Lien or documentation on the terms set forth in paragraph 3.

[Remainder of page intentionally left blank]

In Witness Whereof, the undersigned as Lender, by its duly authorized signatory, has executed and delivered this Release of Security Interests as of the date first written above.

**BRON MEDIA CORP., as Lender
under the Loan Agreement**

By: _____
Authorized Signatory

Accepted and Agreed to as of the date
first written above:

MEDIA RES STUDIO, LLC, as Company

By: _____
Name:
Title:

EXHIBIT C

Form Of

Ink Producer Agreement

EXECUTIVE PRODUCER AGREEMENT

DATED: As of [October 29], 2021

COMPANY: MEDIA RES STUDIOS, LLC
6255 W. Sunset Boulevard, Suite 680
Los Angeles, CA 90028
Attention: Business/Legal Affairs

PRODUCER: BRON STUDIOS USA INC.
345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210
Attention: Aaron L. Gilbert

FEDERAL ID: 45-3978784

PROJECT: The feature film project presently entitled "Ink"

This agreement ("**Agreement**") confirms the deal terms to which MEDIA RES STUDIOS, LLC ("**Company**"), on the one hand, and BRON Studios USA Inc. ("**Producer**"), on the other hand, have agreed with respect to the feature film project currently entitled "Ink" ("**Project**").

1. CONDITIONS PRECEDENT: Company's obligations hereunder are subject to Company's receipt of fully-executed copies of this Agreement and all Exhibits attached hereto and incorporated herewith, including, without limitation, the Standard Terms and Conditions, the Assignment of Rights and Contracts and the Short Form Assignment Agreement ("**Conditions Precedent**").
2. ASSIGNMENT OF RIGHTS: Pursuant to the Assignment of Rights and Contracts attached hereto as Exhibit "A" and the Short Form Assignment Agreement set forth in Exhibit "B", Producer shall assign or cause to be assigned to Company all of Producer's and any of its affiliates' and/or subsidiaries' right, title and interest in and/or to the Project, and Company shall become the sole owner of all of Producer's and its affiliates' and subsidiaries' right, title and interest in and/or to the Project.
3. COST REIMBURSEMENT: Upon full satisfaction of the Conditions Precedent, Producer (or an affiliate of Producer) shall receive reimbursement of Producer's actual, verifiable and auditable out of pocket expenses incurred in connection with the Project as of the date hereof which expenses are estimated to be (and shall not exceed) \$223,965.50, plus an additional 5% fee thereon for a total amount not to exceed Two Hundred Thirty Five Thousand One Hundred Sixty Three Dollars and Seventy Six Cents (\$235,163.76).
4. EXECUTIVE PRODUCER FEE: Provided that Producer is not in material uncured breach or default hereunder, in connection with the production of a feature film based on the Project ("**Program**"), Producer shall be entitled to receive a fixed Executive Producer fee in connection with the Program, if produced, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), payable to Producer out of the production budget of the Program and payable on the earlier of (i) acceptance of delivery by the licensee of the Program ("**Licensee**") or (ii) at such time and on such schedule as executive producer fees are paid to any other executive producer of the Project.
5. CONTINGENT COMPENSATION: Provided that Producer is not in material uncured breach or default hereunder, Producer shall be entitled to receive an amount equal to five percent (5%) of the "Modified Adjusted Gross Receipts" ("**MAGR**") in connection with the Project. "MAGR" shall be defined and calculated in accordance

with Company's standard definition (with Distribution Fees of ten percent (10%) and a Company Administrative Charge of ten percent (10%)). Company makes no representation that the Program will be produced, or if produced, that it will generate any, or any particular amount, of MAGR. The material terms of Producer's definition of MAGR (including, but not limited to Distribution Fees and the Company Administrative Charge), shall be no less favorable in the aggregate to Producer than the applicable terms accorded by Company to any other participant in connection with the Project. The foregoing obligation will not require that Company match each individual term of such agreements (i.e., no "cherry picking" of terms that would be more favorable to Producer, without including consideration of those that would be less favorable to Producer) or unique terms negotiated in unique circumstances.

6. CREDIT: Provided that Producer is not in material uncured breach or default hereunder, the following shall apply:

(a) EXECUTIVE PRODUCER CREDIT: Subject to the approval of the Licensee (which approval Company shall use good faith efforts to obtain) and such Licensee's standard exclusions and policies regarding credit, and to guild approval and restrictions and policies, Producer shall be accorded credit on the Program as follows: (i) an "in association with" credit to Bron Studios; and (ii) up to two (2) Executive Producer credits on the Program.

(b) PROSPECTIVE CURE: All aspects of the foregoing credits shall be determined in the sole discretion of Company and/or the Licensee. If Company fails to accord the required credit set forth in Section 6(a) above (provided such credits have been approved by Licensee and are in accordance with Licensee's standard exclusions and policies), upon written notice from Producer to Company specifying such failure in reasonable detail, Company shall use reasonable, good faith efforts to prospectively cure such failure as to prints and advertisements not yet printed or committed to as of the date of Company's receipt of such notice but shall not be obligated to recall prints or ads or recreate material theretofore created. Company shall use good faith efforts to contractually obligate the Licensee and notify all other third-party licensee(s) of the Project (if applicable) to accord the credit obligations hereunder; provided, however, any failure by the Licensee and/or other third-party licensee(s) to comply therewith shall not be deemed a breach of this Agreement by Company. Casual or inadvertent failure to accord credit as specified herein shall not be deemed to be a breach of this Agreement and shall not entitle Producer to terminate this Agreement or seek injunctive relief. Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct, or cause to be corrected, such failure on a prospective basis only (i.e. only after its receipt of such notice [allowing for adequate time after receipt of notice to implement such correction]).

7. CREATIVE AND BUSINESS CONTROLS: Company shall have all creative and business controls in connection with the Project, all elements thereof, and all other works based upon any of the foregoing, which Company (or its successors, licensees, and/or assignees) may exercise in its sole and absolute discretion. Producer shall not hire or engage, or agree to hire or engage, any person or entity in connection with the Project, or grant any screen credit or enter into any agreements with third parties in connection therewith.

8. CONFIDENTIALITY: Producer shall, at all times, keep confidential, and shall not use in any manner that is detrimental to Company's interests, the following: any information relating to the Project (including, but not limited to, story-line, contents, plot, characters, dialogue, budget, salaries, development, production, marketing plans, and surveys, costs, and other financial information in connection with the Project), the terms of this Agreement, as well as any and all information related to the business of Company, the Licensee, or any related or affiliated entity thereof (collectively, the "**Confidential Information**"). For avoidance of doubt, no statement, press release, or publicity of any type, including, without limitation, in conversations or by electronic means (e.g., via Snapchat, Instagram, YouTube, Twitter, Facebook, IMDB, email, or text messages) may be made by Producer which mentions the Project, the Program, Company and/or the Licensee, in any way without the express prior written approval of Company. Producer shall have a continuing duty, which shall survive the termination of this Agreement, to not disclose any Confidential Information to any person or entity in any manner, except as authorized by Company or required by law.

9. **MISCELLANEOUS:** The balance of this Agreement shall be governed by Company's Standard Terms and Conditions (attached hereto and incorporated herewith). No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of both parties, nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision. Except for as herein expressly provided, this Agreement cancels and supersedes all prior negotiations and undertakings relating to the Program and contains all of the terms, covenants, conditions, representations, and warranties, written or oral, of the parties hereto in the premises. Captions and organization are for convenience only and shall not be used to construe meaning. Producer understands he/she is not to be provided benefits which are provided to employees of Company and that it is not eligible for such benefits, unless otherwise required to be provided by applicable law. All remedies shall be cumulative and pursuit of any one shall not waive any other. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected. This Agreement may be executed in one or more counterparts, including, without limitation, a counterpart bearing a facsimile signature or signature sent via electronic mail, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

AGREED AND ACCEPTED:

MEDIA RES STUDIOS, LLC ("**Company**")

By: _____
 Its: _____

Bron Studios USA Inc. ("**Producer**")

By: _____
 Its: _____

STANDARD TERMS AND CONDITIONS

1. **PUBLICITY**: Any publicity, paid advertisements, press notices, or other information with respect to this Agreement and any of the projects and terms referred to herein shall be under the sole control of Company. Therefore, Producer shall not consent to and/or authorize any person or entity to release such information without the express prior written approval of Company. Any violation of the terms of this paragraph by Producer may be deemed by Company to be a default or material breach of this Agreement. Personal photography and/or video of cast, crew or the sets (and the public dissemination, including without limitation the posting on any social media platform) of any such photographs and/or video is strictly prohibited without the prior written permission of Company.

2. **OWNERSHIP OF PROCEEDS & MATERIALS**: As used herein the term "Materials" shall mean all tangible and intangible property created by, owned by, or controlled by Producer in, to, or relating to the Program, and the results and proceeds of Producer's services as executive producer for the Program.

a) Company shall own all of the results and proceeds of the services of Producer (including, but not limited to, all Materials created by Producer) hereunder as a "work-made-for-hire" specially commissioned for inclusion in an audiovisual work.

b) Insofar as the preceding sentence is not sufficient to vest Company with all right, title, and interest in, to, and relating to the Materials, Producer, on behalf itself and Producer's successors, heirs, assigns, and affiliates, hereby grants, sets over, and assigns to Company, and Company shall own all right, title, and interest in and to the Materials and in and to the results and proceeds of Producer's services hereunder, including, without limitation, all tangible and intangible property of every kind and nature whatsoever including, without limitation, the copyright and all rights under copyright (including, but not limited to, to renewals, extensions, and revivals), all neighboring rights, patents, all trademarks, service marks, illustrations, and ideas, and Company shall have the sole and exclusive and irrevocable right to exploit any and all of the same in any and all media, now known and hereafter devised, throughout the universe and in perpetuity (which shall include, without limitation, for the full term of copyright and all renewals and extensions thereof).

c) Without limiting the generality of the foregoing, Producer, and Producer's successors, heirs, assigns, and affiliates, hereby assign all of the foregoing rights to Company, and Producer hereby irrevocably assign, license, and grant to Company, throughout the universe and in perpetuity, the rights, if any, of Producer to authorize, prohibit, and/or control the renting, lending, fixation, reproduction, and/or other exploitation of the Program or any project hereunder by any media or means now known or hereafter devised as may be conferred upon Producer under any applicable laws, regulations, or directives, including, without limitation, any so-called "Rental and Lending Rights" pursuant to any European Economic Community directives and/or enabling or implementing legislation, laws, or regulations enacted by the member nations of the EEC. Producer hereby acknowledge that the compensation payable hereunder includes adequate and equitable remuneration for the Rental and Lending Rights and constitutes a complete buy-out of all Rental and Lending Rights. In connection with the foregoing, Producer hereby irrevocably grant unto Company, throughout the universe and in perpetuity, the right to collect and retain for Company's own account any and all amounts payable to Company in respect of Rental and Lending Rights and hereby irrevocably direct any collecting societies or other persons or entities receiving such amounts to pay such amounts to Company, and to the extent Company does not so collect such amounts, or is deemed ineligible to collect such amounts, Company may, in Company's sole discretion, deduct from any and all amounts otherwise payable to Producer under this Agreement any and all amounts paid or payable to Producer by any party in respect of Rental and Lending Rights.

d) To the full extent allowed by all applicable laws, Producer, on behalf of Producer and Producer's successors, heirs, assigns, and affiliates, hereby waive any right of "droit moral" or similar rights that Producer including Producer's successors, heirs, assigns, or affiliates may have in any jurisdiction.

3. **ASSIGNABILITY:** Company has the right to assign to any assignee the right to utilize and exploit Materials, including, but not limited to, the results and proceeds of the services of Producer hereunder and the right to assign this Agreement in whole or in part to any third party, in which event Company shall remain secondarily liable to Producer, except as set forth in the next grammatical sentence. No such assignment shall relieve Company of its obligations hereunder unless such assignment is to a major or mini-major motion picture studio, network or any similarly financially responsible third-party which agrees in writing to assume all of Company's obligations hereunder.

4. **WARRANTIES:** Producer represent and warrant that:

- a) Producer is free to enter into and fully perform this Agreement;
- b) There is no existing obligation or disability, created by law or otherwise, which would prevent or restrict Producer from entering into this Agreement;
- c) All material contributed by Producer hereunder is Producer's sole (excluding material in the public domain or material added or furnished by Company or at the direction of Company, and except as otherwise set forth in said Agreement) creation, and that nothing contained therein violates or will violate the rights of any third party;
- d) Producer owns and/or otherwise controls all rights in and to the Materials;
- e) Producer has the sole right and authority to enter into this Agreement and to sell and assign all of the rights, titles, interests, and benefits sold and assigned hereunder and to perform this Agreement without the consent of any third party;
- f) Producer has not heretofore sold, granted, assigned, mortgaged, pledged, hypothecated, or otherwise transferred any right, title, or interest which Producer has in and to the Materials; Producer further warrants and represents that Producer will not do so during the effective term of the Agreement;
- g) There are no adverse claims, pending litigation, or to the best of Producer's knowledge in the exercise of reasonable prudence and due inquiry, threat of litigation, in or against the Materials which would interfere with the rights granted hereunder, by or through Producer, by any person, firm, or corporation;
- h) Producer has not heretofore produced or authorized the production of any motion picture, television series or other audio-visual production of any kind based in whole or in part on the Materials;
- i) There is no other contract or assignment affecting Producer's rights in and to the Materials which would interfere with the rights granted hereunder;
- j) Producer has fully satisfied all payment obligations in connection with the Project and upon request will promptly furnish Company with proof thereof.

5. **INDEMNITY:** Producer agrees to and shall to indemnify and otherwise hold Company, its affiliated entities, officers, directors, members, employees, agents, successors, assigns, and licensees, free and harmless from and against any loss, cost, or damage (including reasonable outside attorney's fees) arising out of or in connection with any breach by or on behalf of Producer of any of its representations, warranties, and/or agreements set forth in this Agreement. Company shall defend, indemnify, and hold Producer harmless from and against any loss, cost, or damage (including reasonable outside attorneys' fees) arising out of or in connection with: (i) any breach by Company of any of its representations, warranties, or agreements set forth in this Agreement; (ii) the use of any material supplied to Producer by Company or Company's designee which, upon Company's direction, is incorporated or interpolated by Producer into any of the results, proceeds, and product of Producer's services; and

(iii) any matter concerning or arising out of Company's development, production, exhibition, or other exploitation of any portion of the Program, except such matters covered by Producer's indemnity as set forth above.

6. COMPUTATION OF TIME PERIOD / MANNER OF DELIVERY / APPLICABLE LAW: The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal Federal holiday, and then it is also excluded. All payments and notices shall be deemed delivered upon the earlier of: (a) three (3) business days after mailing first-class mail in the United States mail, postage prepaid, and addressed to the respective party upon whom it is to be delivered; or (b) actual receipt, whether hand-delivered, emailed, or received by fax, by the party to whom it is to be delivered. This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein.

7. AGREEMENT TO EXECUTE AND DELIVER ALL DOCUMENTS REQUIRED: Producer shall execute and deliver to Company, after a reasonable opportunity to review and comment (i.e., within five (5) business days of Producer's receipt), any and all documents consistent with this Agreement that Company shall reasonably deem necessary to effectuate the purposes of this Agreement. In case of Producer's refusal or failure to timely so execute or deliver, or cause to be so executed and delivered, any assignment or other instrument herein provided for, then in such event, such party hereby nominates, constitutes, and appoints Company, and Company shall therefore be deemed to be said party's true and lawful attorney in fact, irrevocably, solely to execute and deliver all of such documents, instruments, and assignments in such party's name and on their behalf. Company will promptly provide Producer with a copy of each such document so executed by Company using such power of attorney; provided that an inadvertent failure to do so shall not be a breach hereof or affect the validity of this Agreement.

8. NO OBLIGATION TO PRODUCE: It is understood and agreed that Company shall have no obligation to produce, complete, release, distribute, advertise, or exploit any production hereunder, and Producer releases Company from any liability for any loss or damage either or both may suffer by reason of Company's failure to produce, complete, release, distribute, advertise, or exploit any of such productions, provided, however, such release shall not relieve Company from the obligation to pay Producer any guaranteed compensation.

9. PAYOLA/PLUGOLA: Producer hereby agrees that Producer has not nor will accept or agree to accept, or pay or agree to pay, any money, service, or other valuable consideration, other than the compensation payable hereunder, for the inclusion of any matter, including, without limitation, the name of any person, product, service, trademark, or brand name as a part of any program in connection with which Producer's services are rendered hereunder.

10. GOVERNING LAW/ARBITRATION: This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein. Nothing in this paragraph shall affect Company's ability to seek from a court injunctive or equitable relief at any time. This Agreement shall be governed by the laws of the State of California applicable to agreements entered into and to be wholly performed therein without regard to its choice-of-law principles. Any and all controversies, claims, or disputes arising out of or related to this Agreement or the interpretation, performance, or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as otherwise set forth below, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism hereunder. In the event Company and Producer are unable to informally resolve any Dispute, then such Dispute shall be submitted to final and binding arbitration with an arbitrator experienced in entertainment matters. The arbitration shall be initiated and conducted at the Los Angeles Office of JAMS, or its successor, according to the JAMS Comprehensive (for claims over Two Hundred Fifty Thousand Dollars [\$250,000]) or JAMS Streamlined (for claims under Two Hundred Fifty Thousand Dollars [\$250,000]) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure and Expedited Arbitration Rules, in effect at the time the request for arbitration is made. Unless Company and Producer agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment

industry, who shall serve as the sole neutral, independent, and impartial arbitrator. The arbitration must be initiated by the party seeking arbitration within the limitations period provided under California law for the claim being asserted, and this Agreement shall not be interpreted as altering or extending any statutes of limitation that would otherwise be applicable if a claim were being filed in a court of law. The arbitrator shall follow California law and the California Rules of Evidence in adjudicating the Dispute. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any punitive or exemplary damages and the parties waive any right to recover such damages. Within thirty (30) days from the date the final award is rendered, either party may request an appeal from the arbitrator's decision by giving proper notice to the other party or parties and JAMS that an appeal is sought. Appeals shall be heard and decided by a panel of three (3) neutral arbitrators, not to include the arbitrator. If no party gives notice of an appeal within the required thirty (30) day period, the arbitrator's decision shall be considered final. If there is an appeal, the decision of the majority of the panel shall constitute the final arbitration decision. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including reasonable outside attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. The parties shall otherwise be responsible for payment of all of their own costs, fees, and expenses, including attorneys' fees, of arbitrating any Dispute. In the event of conflicting arbitration provisions between this Agreement and other documents between the parties hereto, the provisions of this paragraph will control. To the extent that there is any disagreement about the arbitrability of a Dispute, the determination of arbitrability shall be made in accordance with the Federal Arbitration Act. Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County applying California law without regard to its choice-of-law principles.

11. **NOTICES:** All notices which to either party hereunder and any payments to Producer shall be sent to the address set forth above by delivering the same so addressed, postage prepaid, in the United States mail, to Producer's designated electronic mail (e-mail) account, by facsimile, by courier; or by delivering the same personally. Notices shall be deemed effective on the business day of delivery or three (3) business days after mailing. Either party may from time to time substitute a different address and/or add representation by written notice to the other party. Any notices or payments to Producer's agent shall be deemed notice or payment (as applicable) to Producer.

12. **NOTICE AND CURE:** Company shall not be deemed to be in default of this Agreement or any provision thereof until Producer has given Company detailed written notice of such purported breach and Company has had a thirty (30) day opportunity to cure such breach (ten [10] business days as to payment of monies due hereunder).

13. **DEFAULT/INCAPACITY:** In the event Producer defaults under the Agreement (including, without limitation, participation in a strike, lockout, or other dispute of a union or guild of which Producer is a member) (subject to Producer's right to cure on a one-time-only basis, within twenty-four [24] hours from notice of default), Company shall have the right to suspend and/or terminate the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. In the event Producer is physically or mentally incapacitated, Company shall have the right to suspend the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. If the disability continues for at least seven (7) consecutive days, or fourteen (14) days in the aggregate of any Program production year, Company shall have the right to terminate the Agreement.

14. **FORCE MAJEURE:** In the event of the occurrence of an event of force majeure (as that term is understood in the television industry), Producer shall have the right to suspend the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. If an event of force majeure continues for eight (8) consecutive weeks, Producer shall have the right to terminate the Agreement.

15. **EFFECT OF SUSPENSION:** A suspension pursuant to the terms hereof shall suspend the running of time of Producer's compensation under this Agreement. Without limiting any other remedies available to Company, at law or

in equity, Company shall have the right, exercisable at any time, but not the obligation, to extend the term of this Agreement, postpone option periods and related option exercise dates if applicable, or reduce the term of this Agreement, by a period of time equal to the aggregate length of all periods of suspension or any part thereof. Producer shall not be entitled to any compensation for or during any period of suspension hereunder, except to the minimum extent required by the applicable guild agreement (if any) or to the extent accrued or vested at the time of suspension, and the obligations of Company with respect to Producer's guaranteed compensation (if any) shall be reduced proportionately. During any period of suspension due to a force majeure event other than for a strike or other labor action,

16. EFFECT OF TERMINATION/SURVIVAL OF CERTAIN PROVISIONS: Notwithstanding any termination or suspension of this Agreement, the provisions relating to remedies, limitation of remedies, confidentiality, arbitrability, choice-of-law, grants of rights, warranties, indemnities, insurance, vested credit and the assignability of rights under this Agreement will remain in full force and effect.

17. REMEDIES: Notwithstanding anything to the contrary contained in the Agreement, Company reserves all of its rights and remedies at law and in equity if Producer should breach and/or materially breach the Agreement. Any remedy that Producer shall have against Company in connection with the Program shall be limited to the right to recover damages, if any, in an action at law, and Producer hereby waives any right or remedy in equity, including the right to: a) terminate the Agreement; b) rescind Company's right, title, and interest in and to the Program; and/or c) enjoin, restrain, or otherwise impair in any manner the production distribution, advertising, or exploitation of the Program or any parts or elements thereof or any rights ancillary thereto. No waiver by either party shall be construed to be a waiver of any other breach or default by such other party. Furthermore, the parties specifically and expressly agree that both parties have had the opportunity to review and comment on the Agreement and therefore the drafting of the Agreement shall not be construed against either party and the Agreement shall be interpreted in a neutral manner.

18. RELATIONSHIP OF THE PARTIES: This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. Producer shall not have the authority to, and shall not purport to have the authority to, bind Company or commit Company in any fashion. This Agreement is not for the benefit of any third party, whether or not referred to herein. Captions and organization are for convenience only and shall not be used to construe meaning. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Agreement.

19. BINDING AGREEMENT / CONFLICT: This Agreement shall be binding on Producer's successors, heirs, agents, and its and their permitted assigns, and shall be binding on Company and its permitted licensees and assignees. In the event of any conflict between these Standard Terms and Conditions and the principal agreement to which these Standard Terms and Conditions are attached, the principal agreement shall control.

EXHIBIT “A”**[See Attached]**

Assignment of Rights and Contracts

This Assignment of Rights and Contracts (“**Agreement**”) in connection with the project entitled “Ink” (“**Project**”) is entered into as of [October 29], 2021 by and between Bron Studios USA Inc., including its affiliates and related entities (including, without limitation, Bron Studios USA Developments, Inc.) (collectively “**Producer**”), on the one hand, and Media Res Studios, LLC (“**Media Res**” and together with Producer, collectively, the “**Parties**”), on the other hand, and refers to and encompasses the documents (the “**Assigned Agreements**”) set forth in “Exhibit 1” attached hereto and incorporated herein.

The Parties agree that for good and valuable consideration, receipt of which is hereby acknowledged:

1. Producer hereby irrevocably grants, conveys, assigns, transfer and sets over to Media Res, in perpetuity, all of Producer’s right, title and interest in and/or to the Project, whether vested or contingent and whether now known or which may hereafter come into existence, including but not limited to the following:

- (a) The Assigned Agreements;
- (b) All other instruments, if any, pursuant to which Producer acquired any right, title or interest in and/or to the Project or in connection with any of the Assigned Agreements;
- (c) All copyrights and all rights to secure, hold and enjoy copyrights and renewals and extensions of copyrights in the Project;
- (d) All literary and/or dramatic material developed in connection with the Project (including but not limited to any deal memos, notes, correspondence, and other relevant records); and
- (e) All rights of any nature in and to the Project.

All of the foregoing including but not limited to the Assigned Agreements shall be referred to collectively as the “Assigned Rights”.

2. Producer represents and warrants that:

- (a) Producer does not own or control, and has not been licensed any rights in or to, any literary and/or dramatic material upon which the Project is based other than the Assigned Agreements;
- (b) Producer is authorized and has the right to grant the rights herein granted and Media Res has the right to exploit any programs based upon or derived from the Project in any and all media, now known or hereafter devised, throughout the universe and in perpetuity;
- (c) Producer has not sold, licensed, assigned, hypothecated or otherwise transferred any of the rights in and/or to the Project to any third party;
- (d) Producer is the exclusive proprietor of the rights conveyed hereunder;
- (e) There are no liens, encumbrances, litigation, claims or other interests relating to or in any way affecting the Project, Assigned Agreements or Producer’s right, title and interest in and/or to the Project;
- (f) To the best of Producer’s knowledge and belief, after the exercise of due diligence, aside from the Assigned Agreements, there are no other agreements Producer is aware of relating to or in any way affecting the Project;

- (g) Producer has not performed any act and/or failed to perform any act which would interfere, encumber, diminish or impair Media Res' full enjoyment of the rights granted hereunder;
 - (h) Producer expressly waives any right, claim, or interest in the Project which Producer may have, or may have had, based upon so-called "changed elements" and/or "moral rights of authors";
 - (i) Producer has fully performed all of its obligations under the Assigned Agreements up to the date of this Agreement;
 - (j) Producer has the right to assign the Assigned Agreements as set forth herein to Media Res;
 - (k) Producer has not produced any television picture, feature film or other production based upon the Project; and
 - (l) Producer has the authority to enter into this Agreement.
3. In consideration of the foregoing assignment, and subject to Producer's representations and warranties in Paragraph 2 above and subject to Paragraph 4 below, Media Res solely and exclusively assumes and undertakes to perform all executory obligations set out in the Assigned Agreements arising after the date hereof that are attendant to the Assigned Rights under the Assigned Agreements.
 4. Media Res warrants and represents that: (i) Media Res has the authority to enter into this Agreement; and (ii) Media Res will perform all of Producer's executory obligations (as set out in the Assigned Agreements) under the Assigned Agreements, except to the extent modified or superseded by separate agreement between Media Res and the other party to such Assigned Agreements, and otherwise abide by the terms and conditions of this Agreement. Except as expressly set forth in this Agreement, Media Res makes no additional representations and warranties unless set forth in writing by Media Res.
 5. Producer agrees to indemnify, defend, and hold harmless Media Res and its parent, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees and agents from and against all liability, actions, claims, demands, losses or damages (including reasonable outside attorney's fees) arising out of or resulting from any breach of any warranties, covenants or representations made by Producer under this Agreement.
 6. Media Res agrees to indemnify, defend, and hold harmless Producer and its parent, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees and agents from and against all liability, actions, claims, demands, losses, or damages (including reasonable outside attorney's fees) arising out of or resulting from any breach of any warranties, covenants or representations made by Media Res under this Agreement.
 7. All notices and other communications between the Parties hereto shall be given in writing by mail (postage prepaid), messenger or fax, addressed as indicated below. The effective date of notice shall be deemed the calendar date of the earlier of messengering, faxing, or personal delivery or two (2) days after mailing.

Media Res Studios, LLC

Mail:

6255 W. Sunset Boulevard, Suite 680
 Los Angeles, CA 90028
 Attention: Jim Dunn

Bron Studios USA Inc.

Mail:

345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210
Attention: Aaron L. Gilbert

8. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, licensees and assigns; provided, however, that each Party shall remain secondarily liable with respect to any of its obligations hereunder assigned to any party unless such party is a major, or established independent motion picture production or distribution company, a television network, a cable television network, any other similarly financially responsible party, or any other party which controls or is controlled by or is under common control with the party or which through merger, consolidation or acquisition succeeds to substantially all of the assets of the other party, in which event the party shall be released from any further liability with respect to such assigned obligation.
9. This Agreement and each provision contained herein shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement which shall remain in full force and effect.
10. This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein.
11. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
12. Each of Producer and Media Res warrants and represents that the signatories below are fully authorized to sign on behalf of their respective entity.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between them. This Agreement cannot be canceled, modified, amended, or waived, in part or in full, in any way except by an instrument in writing signed by both Parties.

AGREED & ACCEPTED:

BRON STUDIOS USA INC. (“**Producer**”)

MEDIA RES STUDIO, LLC (“**Media Res**”)

By: _____

By: _____

Its: _____

Its: _____

BRON STUDIOS USA DEVELOPMENTS INC.

By: _____

Its: _____

EXHIBIT 1**LIST OF ASSIGNED AGREEMENTS**
[To be provided by Bron]

Exhibit "B"

[See attached]

“INK”

SHORT FORM ASSIGNMENT AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Bron Studios USA Inc., including its affiliates and related entities (including, without limitation, Bron Studios USA Developments Inc.) (collectively “**Assignor**”) hereby irrevocably grants, conveys, assigns, transfer and sets over to and Media Res Studios, LLC (“**Assignee**”), effective as of the date hereof, throughout the universe and in perpetuity, all of Assignor’s right, title and interest in and/or to the project currently entitled “**Ink**” (the “**Project**”), whether vested or contingent and whether now known or which may hereafter come into existence, including but not limited to the following: (i) all instruments pursuant to which Assignor acquired any right, title or interest in and/or to the Project; (ii) all copyrights and all rights to secure, hold and enjoy copyrights and renewals and extensions of copyrights in the Project; (iii) all literary and/or dramatic material developed in connection with the Project; and (iv) all of Assignor’s other rights of any nature in and to the Project, including without limitation the exclusive right to produce and distribute for and in all media now known or hereafter devised all types of audiovisual works of any kind and allied rights therein (including by way of illustration, all soundtrack, music publishing, and merchandising rights) based on those certain works of authorship described as follows:

Title: "Ink"

Written By: James Graham

Copyright Registration No.: _____

Copyright Claimant:

Including the titles, themes, stories and all other contents thereof, and the characters therein and all translations, adaptations and other versions thereof, whether now or hereafter acquired, and in and to the copyright thereof and all renewals and extensions of such copyright as set forth in the Assignment of Rights and Contracts agreement.

Assignor and Assignee have entered into an Assignment of Rights and Contracts agreement dated as of [October 29], 2021, relating to the transfer and assignment of the foregoing rights in and to said work, which rights are more fully described in said agreement, and this Short Form Assignment Agreement is expressly made subject to all of the terms, conditions and provisions contained in said agreement.

The undersigned has executed this Short Form Assignment as of [October 29], 2021.

BRON STUDIOS USA INC.

By: _____

Its: _____

BRON STUDIOS USA DEVELOPMENTS INC.

By: _____

Its: _____

EXHIBIT D

Form of Scanners Producer Agreement

NON-WRITING EXECUTIVE PRODUCER AGREEMENT

DATED: As of [October 29, 2021]

COMPANY: MEDIA RES STUDIOS, LLC
6255 W. Sunset Boulevard, Suite 680
Los Angeles, CA 90028
Attention: Business/Legal Affairs

PRODUCER: BRON STUDIOS USA INC.
345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210
Attention: Aaron L. Gilbert

FEDERAL ID: 45-3978784

PROJECT: The episodic New Media series presently entitled "Scanners"

This agreement ("**Agreement**") confirms the deal terms to which MEDIA RES STUDIOS, LLC ("**Company**"), on the one hand, and BRON Studios USA Inc. ("**Producer**"), on the other hand, have agreed with respect to the television/new media project currently entitled "Scanners" ("**Project**").

1. CONDITIONS PRECEDENT: Company's obligations hereunder are subject to Company's receipt of fully-executed copies of this Agreement and all Exhibits attached hereto and incorporated herewith, including, without limitation, the Standard Terms and Conditions and the Assignment of Rights and Contracts and Short Form Assignment Agreement ("**Conditions Precedent**").
2. ASSIGNMENT OF RIGHTS: Pursuant to the Assignment of Rights and Contracts attached hereto as Exhibit "A" and the Short Form Assignment Agreement set forth in Exhibit "B", Producer shall assign or cause to be assigned to Company all of Producer's and any of its affiliates' and/or subsidiaries' right, title and interest in and/or to the Project, and Company shall become the sole owner of all of Producer's and its affiliates' and subsidiaries' right, title and interest in and/or to the Project.
3. COST REIMBURSEMENT: Producer (or an affiliate of Producer) shall receive reimbursement of Producer's actual, verifiable and auditable out of pocket expenses incurred in connection with the Project as of the date hereof which expenses are estimated to be (and shall not exceed) Five Hundred Twenty Eight Thousand Dollars Six Hundred and Thirteen Thousand Dollars (\$528,613), plus an additional 5% fee thereon for a total amount not to exceed Five Hundred Fifty Five Thousand Forty Three Dollars and Sixty Five cents (\$555,043.65).
4. EXECUTIVE PRODUCER FEE: Provided that Producer is not in material uncured breach or default hereunder, Producer shall be entitled to receive a fixed Executive Producer fee in connection with an episodic series based on the Project ("**Series**") for each original episode of the Series produced in the amount of Seventy Five Thousand Dollars (\$75,000), payable to Producer out of the production budget of the Series and payable on the earlier of (i) acceptance of delivery of each episode by the licensee of the Series ("**Licensee**") or (ii) as executive producer fees are paid to any other executive producer of the Series.
5. CONTINGENT COMPENSATION: Provided that Producer is not in material uncured breach or default hereunder, Producer shall be entitled to receive an amount equal to ten percent (10%) of the "Modified Adjusted

Gross Receipts” (“MAGR”) in connection with the Project. “MAGR” shall be defined and calculated in accordance with Company’s standard definition with Television Distribution Fees of ten percent (10%) and a Company Administrative Charge of ten percent (10%). Company makes no representation that the Series will be produced, or if produced, that it will generate any, or any particular amount, of MAGR. The material terms of Producer’s definition of MAGR (including, but not limited to Distribution Fees and the Company Administrative Charge), shall be no less favorable in the aggregate to Producer than the applicable terms accorded by Company to any other participant in connection with the Project. The foregoing obligation will not require that Company match each individual term of such agreements (i.e., no “cherry picking” of terms that would be more favorable to Producer, without including consideration of those that would be less favorable to Producer) or unique terms negotiated in unique circumstances.

6. CREDIT: Provided that Producer is not in material uncured breach or default hereunder, the following shall apply:

(a) EXECUTIVE PRODUCER CREDIT: Subject to the approval of the Licensee (which approval Company shall use good faith efforts to obtain) and such Licensee’s standard exclusions and policies regarding credit, and to guild approval and restrictions and policies, Producer shall be accorded credit on each episode of the Series as follows: (i) an “in association with” credit to Bron Studios; and (ii) up to two (2) Executive Producer credits on each episode.

(b) PROSPECTIVE CURE: All aspects of the foregoing credits shall be determined in the sole discretion of Company and/or the Licensee. If Company fails to accord the required credits set forth in Section 6(a) above (provided such credits have been approved by Licensee and are in accordance with Licensee’s standard exclusions and policies), upon written notice from Producer to Company specifying such failure in reasonable detail, Company shall use reasonable, good faith efforts to prospectively cure such failure as to prints and advertisements not yet printed or committed to as of the date of Company’s receipt of such notice but shall not be obligated to recall prints or ads or recreate material theretofore created. Company shall use good faith efforts to contractually obligate the Licensee and notify all other third-party licensee(s) of the Project (if applicable) to accord the credit obligations hereunder; provided, however, any failure by the Licensee and/or other third-party licensee(s) to comply therewith shall not be deemed a breach of this Agreement by Company. Casual or inadvertent failure to accord credit as specified herein shall not be deemed to be a breach of this Agreement and shall not entitle Producer to terminate this Agreement or seek injunctive relief. Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct, or cause to be corrected, such failure on a prospective basis only (i.e. only after its receipt of such notice [allowing for adequate time after receipt of notice to implement such correction]).

7. CREATIVE AND BUSINESS CONTROLS: Company shall have all creative and business controls in connection with the Project, all elements thereof, and all other works based upon any of the foregoing, which Company (or its successors, licensees, and/or assignees) may exercise in its sole and absolute discretion. Producer shall not hire or engage, or agree to hire or engage, any person or entity in connection with the Project, or grant any screen credit or enter into any agreements with third parties in connection therewith.

8. CONFIDENTIALITY: Producer shall, at all times, keep confidential, and shall not use in any manner that is detrimental to Company’s interests, the following: any information relating to the Project (including, but not limited to, story-line, contents, plot, characters, dialogue, budget, salaries, development, production, marketing plans, and surveys, costs, and other financial information in connection with the Project), the terms of this Agreement, as well as any and all information related to the business of Company, the Licensee, or any related or affiliated entity thereof (collectively, the “**Confidential Information**”). For avoidance of doubt, no statement, press release, or publicity of any type, including, without limitation, in conversations or by electronic means (e.g., via Snapchat, Instagram, YouTube, Twitter, Facebook, IMDB, email, or text messages) may be made by Producer which mentions the Project, the Series, Company and/or the Licensee, in any way without the express prior written approval of Company. Producer shall have a continuing duty, which shall survive the termination of this Agreement, to not disclose any Confidential Information to any person or entity in any manner, except as authorized by Company or required by law.

9. **MISCELLANEOUS:** The balance of this Agreement shall be governed by Company's Standard Terms and Conditions (attached hereto and incorporated herewith). No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of both parties, nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision. Except for as herein expressly provided, this Agreement cancels and supersedes all prior negotiations and undertakings relating to the Series and contains all of the terms, covenants, conditions, representations, and warranties, written or oral, of the parties hereto in the premises. Captions and organization are for convenience only and shall not be used to construe meaning. Producer understands he/she is not to be provided benefits which are provided to employees of Company and that it is not eligible for such benefits, unless otherwise required to be provided by applicable law. All remedies shall be cumulative and pursuit of any one shall not waive any other. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, regulation, or collective bargaining agreement, the latter shall prevail; provided that the provision hereof so affected shall be limited only to the extent necessary and no other provision shall be affected. This Agreement may be executed in one or more counterparts, including, without limitation, a counterpart bearing a facsimile signature or signature sent via electronic mail, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

AGREED AND ACCEPTED:

MEDIA RES STUDIOS, LLC ("**Company**")

By: _____
 Its: _____

Bron Studios USA Inc. ("**Producer**")

By: _____
 Its: _____

STANDARD TERMS AND CONDITIONS

1. **PUBLICITY**: Any publicity, paid advertisements, press notices, or other information with respect to this Agreement and any of the projects and terms referred to herein shall be under the sole control of Company. Therefore, Producer shall not consent to and/or authorize any person or entity to release such information without the express prior written approval of Company. Any violation of the terms of this paragraph by Producer may be deemed by Company to be a default or material breach of this Agreement. Personal photography and/or video of cast, crew or the sets (and the public dissemination, including without limitation the posting on any social media platform) of any such photographs and/or video is strictly prohibited without the prior written permission of Company.

2. **OWNERSHIP OF PROCEEDS & MATERIALS**: As used herein the term "Materials" shall mean all tangible and intangible property created by, owned by, or controlled by Producer in, to, or relating to the Series, and the results and proceeds of Producer's services as executive producer for the Series.

a) Company shall own all of the results and proceeds of the services of Producer (including, but not limited to, all Materials created by Producer) hereunder as a "work-made-for-hire" specially commissioned for inclusion in an audiovisual work.

b) Insofar as the preceding sentence is not sufficient to vest Company with all right, title, and interest in, to, and relating to the Materials, Producer, on behalf itself and Producer's successors, heirs, assigns, and affiliates, hereby grants, sets over, and assigns to Company, and Company shall own all right, title, and interest in and to the Materials and in and to the results and proceeds of Producer's services hereunder, including, without limitation, all tangible and intangible property of every kind and nature whatsoever including, without limitation, the copyright and all rights under copyright (including, but not limited to, to renewals, extensions, and revivals), all neighboring rights, patents, all trademarks, service marks, illustrations, and ideas, and Company shall have the sole and exclusive and irrevocable right to exploit any and all of the same in any and all media, now known and hereafter devised, throughout the universe and in perpetuity (which shall include, without limitation, for the full term of copyright and all renewals and extensions thereof).

c) Without limiting the generality of the foregoing, Producer, and Producer's successors, heirs, assigns, and affiliates, hereby assign all of the foregoing rights to Company, and Producer hereby irrevocably assign, license, and grant to Company, throughout the universe and in perpetuity, the rights, if any, of Producer to authorize, prohibit, and/or control the renting, lending, fixation, reproduction, and/or other exploitation of the Series or any project hereunder by any media or means now known or hereafter devised as may be conferred upon Producer under any applicable laws, regulations, or directives, including, without limitation, any so-called "Rental and Lending Rights" pursuant to any European Economic Community directives and/or enabling or implementing legislation, laws, or regulations enacted by the member nations of the EEC. Producer hereby acknowledge that the compensation payable hereunder includes adequate and equitable remuneration for the Rental and Lending Rights and constitutes a complete buy-out of all Rental and Lending Rights. In connection with the foregoing, Producer hereby irrevocably grant unto Company, throughout the universe and in perpetuity, the right to collect and retain for Company's own account any and all amounts payable to Company in respect of Rental and Lending Rights and hereby irrevocably direct any collecting societies or other persons or entities receiving such amounts to pay such amounts to Company, and to the extent Company does not so collect such amounts, or is deemed ineligible to collect such amounts, Company may, in Company's sole discretion, deduct from any and all amounts otherwise payable to Producer under this Agreement any and all amounts paid or payable to Producer by any party in respect of Rental and Lending Rights.

d) To the full extent allowed by all applicable laws, Producer, on behalf of Producer and Producer's successors, heirs, assigns, and affiliates, hereby waive any right of "droit moral" or similar rights that Producer including Producer's successors, heirs, assigns, or affiliates may have in any jurisdiction.

3. **ASSIGNABILITY**: Company has the right to assign to any assignee the right to utilize and exploit Materials, including, but not limited to, the results and proceeds of the services of Producer hereunder and the right

to assign this Agreement in whole or in part to any third party, in which event Company shall remain secondarily liable to Producer, except as set forth in the next grammatical sentence. No such assignment shall relieve Company of its obligations hereunder unless such assignment is to a major or mini-major motion picture studio, network or any similarly financially responsible third-party which agrees in writing to assume all of Company's obligations hereunder.

4. WARRANTIES: Producer represent and warrant that:

- a) Producer is free to enter into and fully perform this Agreement;
- b) There is no existing obligation or disability, created by law or otherwise, which would prevent or restrict Producer from entering into this Agreement;
- c) All material contributed by Producer hereunder is Producer's sole (excluding material in the public domain or material added or furnished by Company or at the direction of Company, and except as otherwise set forth in said Agreement) creation, and that nothing contained therein violates or will violate the rights of any third party;
- d) Producer owns and/or otherwise controls all rights in and to the Materials;
- e) Producer has the sole right and authority to enter into this Agreement and to sell and assign all of the rights, titles, interests, and benefits sold and assigned hereunder and to perform this Agreement without the consent of any third party;
- f) Producer has not heretofore sold, granted, assigned, mortgaged, pledged, hypothecated, or otherwise transferred any right, title, or interest which Producer has in and to the Materials; Producer further warrants and represents that Producer will not do so during the effective term of the Agreement;
- j) There are no adverse claims, pending litigation, or to the best of Producer's knowledge in the exercise of reasonable prudence and due inquiry, threat of litigation, in or against the Materials which would interfere with the rights granted hereunder, by or through Producer, by any person, firm, or corporation;
- k) Producer has not heretofore produced or authorized the production of any motion picture, television series or other audio-visual production of any kind based in whole or in part on the Materials;
- l) There is no other contract or assignment affecting Producer's rights in and to the Materials which would interfere with the rights granted hereunder;
- m) Producer has fully satisfied all payment obligations in connection with the Project and upon request will promptly furnish Company with proof thereof.

5. INDEMNITY: Producer agrees to and shall to indemnify and otherwise hold Company, its affiliated entities, officers, directors, members, employees, agents, successors, assigns, and licensees, free and harmless from and against any loss, cost, or damage (including reasonable outside attorney's fees) arising out of or in connection with any breach by or on behalf of Producer of any of its representations, warranties, and/or agreements set forth in this Agreement. Company shall defend, indemnify, and hold Producer harmless from and against any loss, cost, or damage (including reasonable outside attorneys' fees) arising out of or in connection with: (i) any breach by Company of any of its representations, warranties, or agreements set forth in this Agreement; (ii) the use of any material supplied to Producer by Company or Company's designee which, upon Company's direction, is incorporated or interpolated by Producer into any of the results, proceeds, and product of Producer's services; and (iii) any matter concerning or arising out of Company's development, production, exhibition, or other exploitation of any portion of the Series, except such matters covered by Producer's indemnity as set forth above.

6. COMPUTATION OF TIME PERIOD / MANNER OF DELIVERY / APPLICABLE LAW: The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal Federal holiday, and then it is also excluded. All payments and notices shall be deemed delivered upon the earlier of: (a) three (3) business days after mailing first-class mail in the United States mail, postage prepaid, and addressed to the respective party upon whom it is to be delivered; or (b) actual receipt, whether hand-delivered, emailed, or received by fax, by the party to whom it is to be delivered. This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein.

7. AGREEMENT TO EXECUTE AND DELIVER ALL DOCUMENTS REQUIRED: Producer shall execute and deliver to Company, after a reasonable opportunity to review and comment (i.e., within five (5) business days of Producer's receipt), any and all documents consistent with this Agreement that Company shall reasonably deem necessary to effectuate the purposes of this Agreement. In case of Producer's refusal or failure to timely so execute or deliver, or cause to be so executed and delivered, any assignment or other instrument herein provided for, then in such event, such party hereby nominates, constitutes, and appoints Company, and Company shall therefore be deemed to be said party's true and lawful attorney in fact, irrevocably, solely to execute and deliver all of such documents, instruments, and assignments in such party's name and on their behalf. Company will promptly provide Producer with a copy of each such document so executed by Company using such power of attorney; provided that an inadvertent failure to do so shall not be a breach hereof or affect the validity of this Agreement.

8. NO OBLIGATION TO PRODUCE: It is understood and agreed that Company shall have no obligation to produce, complete, release, distribute, advertise, or exploit any production hereunder, and Producer releases Company from any liability for any loss or damage either or both may suffer by reason of Company's failure to produce, complete, release, distribute, advertise, or exploit any of such productions, provided, however, such release shall not relieve Company from the obligation to pay Producer any guaranteed compensation.

9. PAYOLA/PLUGOLA: Producer hereby agrees that Producer has not nor will accept or agree to accept, or pay or agree to pay, any money, service, or other valuable consideration, other than the compensation payable hereunder, for the inclusion of any matter, including, without limitation, the name of any person, product, service, trademark, or brand name as a part of any program in connection with which Producer's services are rendered hereunder.

10. GOVERNING LAW/ARBITRATION: This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein. Nothing in this paragraph shall affect Company's ability to seek from a court injunctive or equitable relief at any time. This Agreement shall be governed by the laws of the State of California applicable to agreements entered into and to be wholly performed therein without regard to its choice-of-law principles. Any and all controversies, claims, or disputes arising out of or related to this Agreement or the interpretation, performance, or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as otherwise set forth below, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism hereunder. In the event Company and Producer are unable to informally resolve any Dispute, then such Dispute shall be submitted to final and binding arbitration with an arbitrator experienced in entertainment matters. The arbitration shall be initiated and conducted at the Los Angeles Office of JAMS, or its successor, according to the JAMS Comprehensive (for claims over Two Hundred Fifty Thousand Dollars [\$250,000]) or JAMS Streamlined (for claims under Two Hundred Fifty Thousand Dollars [\$250,000]) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure and Expedited Arbitration Rules, in effect at the time the request for arbitration is made. Unless Company and Producer agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry, who shall serve as the sole neutral, independent, and impartial arbitrator. The arbitration must be initiated by the party seeking arbitration within the limitations period provided under California law for the claim being

asserted, and this Agreement shall not be interpreted as altering or extending any statutes of limitation that would otherwise be applicable if a claim were being filed in a court of law. The arbitrator shall follow California law and the California Rules of Evidence in adjudicating the Dispute. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any punitive or exemplary damages and the parties waive any right to recover such damages. Within thirty (30) days from the date the final award is rendered, either party may request an appeal from the arbitrator's decision by giving proper notice to the other party or parties and JAMS that an appeal is sought. Appeals shall be heard and decided by a panel of three (3) neutral arbitrators, not to include the arbitrator. If no party gives notice of an appeal within the required thirty (30) day period, the arbitrator's decision shall be considered final. If there is an appeal, the decision of the majority of the panel shall constitute the final arbitration decision. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including reasonable outside attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. The parties shall otherwise be responsible for payment of all of their own costs, fees, and expenses, including attorneys' fees, of arbitrating any Dispute. In the event of conflicting arbitration provisions between this Agreement and other documents between the parties hereto, the provisions of this paragraph will control. To the extent that there is any disagreement about the arbitrability of a Dispute, the determination of arbitrability shall be made in accordance with the Federal Arbitration Act. Any Dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County applying California law without regard to its choice-of-law principles.

11. **NOTICES:** All notices which to either party hereunder and any payments to Producer shall be sent to the address set forth above by delivering the same so addressed, postage prepaid, in the United States mail, to Producer's designated electronic mail (e-mail) account, by facsimile, by courier; or by delivering the same personally. Notices shall be deemed effective on the business day of delivery or three (3) business days after mailing. Either party may from time to time substitute a different address and/or add representation by written notice to the other party. Any notices or payments to Producer's agent shall be deemed notice or payment (as applicable) to Producer.

12. **NOTICE AND CURE:** Company shall not be deemed to be in default of this Agreement or any provision thereof until Producer has given Company detailed written notice of such purported breach and Company has had a thirty (30) day opportunity to cure such breach (ten [10] business days as to payment of monies due hereunder).

13. **DEFAULT/INCAPACITY:** In the event Producer defaults under the Agreement (including, without limitation, participation in a strike, lockout, or other dispute of a union or guild of which Producer is a member) (subject to Producer's right to cure on a one-time-only basis, within twenty-four [24] hours from notice of default), Company shall have the right to suspend and/or terminate the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. In the event Producer is physically or mentally incapacitated, Company shall have the right to suspend the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. If the disability continues for at least seven (7) consecutive days, or fourteen (14) days in the aggregate of any Series production year, Company shall have the right to terminate the Agreement.

14. **FORCE MAJEURE:** In the event of the occurrence of an event of force majeure (as that term is understood in the television industry), Producer shall have the right to suspend the Agreement and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension. If an event of force majeure continues for eight (8) consecutive weeks, Producer shall have the right to terminate the Agreement.

15. **EFFECT OF SUSPENSION:** A suspension pursuant to the terms hereof shall suspend the running of time of Producer's compensation under this Agreement. Without limiting any other remedies available to Company, at law or in equity, Company shall have the right, exercisable at any time, but not the obligation, to extend the term of this Agreement, postpone option periods and related option exercise dates if applicable, or reduce the term of this

Agreement, by a period of time equal to the aggregate length of all periods of suspension or any part thereof. Producer shall not be entitled to any compensation for or during any period of suspension hereunder, except to the minimum extent required by the applicable guild agreement (if any) or to the extent accrued or vested at the time of suspension, and the obligations of Company with respect to Producer's guaranteed compensation (if any) shall be reduced proportionately. During any period of suspension due to a force majeure event other than for a strike or other labor action,

16. EFFECT OF TERMINATION/SURVIVAL OF CERTAIN PROVISIONS: Notwithstanding any termination or suspension of this Agreement, the provisions relating to remedies, limitation of remedies, confidentiality, arbitrability, choice-of-law, grants of rights, warranties, indemnities, insurance, vested credit and the assignability of rights under this Agreement will remain in full force and effect.

17. REMEDIES: Notwithstanding anything to the contrary contained in the Agreement, Company reserves all of its rights and remedies at law and in equity if Producer should breach and/or materially breach the Agreement. Any remedy that Producer shall have against Company in connection with the Series shall be limited to the right to recover damages, if any, in an action at law, and Producer hereby waives any right or remedy in equity, including the right to: a) terminate the Agreement; b) rescind Company's right, title, and interest in and to the Series; and/or c) enjoin, restrain, or otherwise impair in any manner the production distribution, advertising, or exploitation of the Series or any parts or elements thereof or any rights ancillary thereto. No waiver by either party shall be construed to be a waiver of any other breach or default by such other party. Furthermore, the parties specifically and expressly agree that both parties have had the opportunity to review and comment on the Agreement and therefore the drafting of the Agreement shall not be construed against either party and the Agreement shall be interpreted in a neutral manner.

18. RELATIONSHIP OF THE PARTIES: This Agreement is not a partnership between or joint venture by the parties hereto and neither party is the agent of the other. Producer shall not have the authority to, and shall not purport to have the authority to, bind Company or commit Company in any fashion. This Agreement is not for the benefit of any third party, whether or not referred to herein. Captions and organization are for convenience only and shall not be used to construe meaning. This Agreement may be signed in counterpart, each of which shall be deemed an original, but all of which together shall constitute the Agreement.

19. BINDING AGREEMENT / CONFLICT: This Agreement shall be binding on Producer's successors, heirs, agents, and its and their permitted assigns, and shall be binding on Company and its permitted licensees and assignees. In the event of any conflict between these Standard Terms and Conditions and the principal agreement to which these Standard Terms and Conditions are attached, the principal agreement shall control.

EXHIBIT “A”**[See Attached]**

Assignment of Rights and Contracts

This Assignment of Rights and Contracts (“**Agreement**”) in connection with the project entitled “Scanners” (“**Project**”) is entered into as of October 29, 2021 by and between Bron Studios USA Inc., including its affiliates and related entities (including, without limitation, Bron Studios USA Developments Inc.) (collectively “**Producer**”), on the one hand, and Media Res Studios, LLC (“**Media Res**” and together with Producer, collectively, the “**Parties**”), on the other hand, and refers to and encompasses the documents (the “**Assigned Agreements**”) set forth in “Exhibit 1” attached hereto and incorporated herein.

The Parties agree that for good and valuable consideration, receipt of which is hereby acknowledged:

1. Producer hereby irrevocably grants, conveys, assigns, transfer and sets over to Media Res, in perpetuity, all of Producer’s right, title and interest in and/or to the Project, whether vested or contingent and whether now known or which may hereafter come into existence, including but not limited to the following:
 - (a) The Assigned Agreements;
 - (b) All other instruments, if any, pursuant to which Producer acquired any right, title or interest in and/or to the Project or in connection with any of the Assigned Agreements;
 - (c) All copyrights and all rights to secure, hold and enjoy copyrights and renewals and extensions of copyrights in the Project;
 - (d) All literary and/or dramatic material developed in connection with the Project (including but not limited to any deal memos, notes, correspondence, and other relevant records); and
 - (e) All rights of any nature in and to the Project.

All of the foregoing including but not limited to the Assigned Agreements shall be referred to collectively as the “Assigned Rights”.
2. Producer represents and warrants that:
 - (a) Producer does not own or control, and has not been licensed any rights in or to, any literary and/or dramatic material upon which the Project is based other than the Assigned Agreements;
 - (b) Producer is authorized and has the right to grant the rights herein granted and Media Res has the right to exploit any programs based upon or derived from the Project in any and all media, now known or hereafter devised, throughout the universe and in perpetuity;
 - (c) Producer has not sold, licensed, assigned, hypothecated or otherwise transferred any of the rights in and/or to the Project to any third party;
 - (d) Producer is the exclusive proprietor of the rights conveyed hereunder;
 - (e) There are no liens, encumbrances, litigation, claims or other interests relating to or in any way affecting the Project, Assigned Agreements or Producer’s right, title and interest in and/or to the Project;
 - (f) To the best of Producer’s knowledge and belief aside from the Assigned Agreements, there are no other agreements Producer is aware of relating to or in any way affecting the Project;

- (g) Producer has not performed any act and/or failed to perform any act which would interfere, encumber, diminish or impair Media Res' full enjoyment of the rights granted hereunder;
- (h) Producer expressly waives any right, claim, or interest in the Project which Producer may have, or may have had, based upon so-called "changed elements" and/or "moral rights of authors";
- (i) Producer has fully performed all of its obligations under the Assigned Agreements up to the date of this Agreement;
- (j) Producer has the right to assign the Assigned Agreements as set forth herein to Media Res;
- (k) Producer has not produced any television picture or other production based upon the Project; and
- (l) Producer has the authority to enter into this Agreement.

3. In consideration of the foregoing assignment, and subject to Producer's representations and warranties in Paragraph 2 above and subject to Paragraph 4 below, Media Res solely and exclusively assumes and undertakes to perform all executory obligations set out in the Assigned Agreements arising after the date hereof that are attendant to the Assigned Rights under the Assigned Agreements.
4. Media Res warrants and represents that: (i) Media Res has the authority to enter into this Agreement; and (ii) Media Res will perform all of Producer's executory obligations (as set out in the Assigned Agreements) under the Assigned Agreements, except to the extent modified or superseded by separate agreement between Media Res and the other party to such Assigned Agreements, and otherwise abide by the terms and conditions of this Agreement. Except as expressly set forth in this Agreement, Media Res makes no additional representations and warranties unless set forth in writing by Media Res.
5. Producer agrees to indemnify, defend, and hold harmless Media Res and its parent, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees and agents from and against all liability, actions, claims, demands, losses or damages (including reasonable outside attorney's fees) arising out of or resulting from any breach of any warranties, covenants or representations made by Producer under this Agreement.
6. Media Res agrees to indemnify, defend, and hold harmless Producer and its parent, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees and agents from and against all liability, actions, claims, demands, losses, or damages (including reasonable outside attorney's fees) arising out of or resulting from any breach of any warranties, covenants or representations made by Media Res under this Agreement.
7. All notices and other communications between the Parties hereto shall be given in writing by mail (postage prepaid), messenger or fax, addressed as indicated below. The effective date of notice shall be deemed the calendar date of the earlier of messengering, faxing, or personal delivery or two (2) days after mailing.

Media Res Studios, LLC

Mail:

6255 W. Sunset Boulevard, Suite 680
Los Angeles, CA 90028
Attention: Jim Dunn

Bron Studios USA Inc.

Mail:

345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210
Attention: Aaron L. Gilbert

8. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, licensees and assigns; provided, however, that each Party shall remain secondarily liable with respect to any of its obligations hereunder assigned to any party unless such party is a major, or established independent motion picture production or distribution company, a television network, a cable television network, any other similarly financially responsible party, or any other party which controls or is controlled by or is under common control with the party or which through merger, consolidation or acquisition succeeds to substantially all of the assets of the other party, in which event the party shall be released from any further liability with respect to such assigned obligation.
9. This Agreement and each provision contained herein shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement which shall remain in full force and effect.
10. This Agreement shall be construed under and governed by the laws of California and the Federal Laws of the United States, without giving effect to the principles of conflicts or choice-of-law provisions therein.
11. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
12. Each of Producer and Media Res warrants and represents that the signatories below are fully authorized to sign on behalf of their respective entity.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between them. This Agreement cannot be canceled, modified, amended, or waived, in part or in full, in any way except by an instrument in writing signed by both Parties.

AGREED & ACCEPTED:

BRON STUDIOS USA INC. (“**Producer**”)

By: _____

Its: _____

BRON STUDIOS USA DEVELOPMENTS INC.

By: _____

Its: _____

MEDIA RES STUDIO, LLC (“**Media Res**”)

By: _____

Its: _____

EXHIBIT 1**LIST OF ASSIGNED AGREEMENTS**

[To be provided by Bron]

Exhibit “B”

[See Attached]

“Scanners”

SHORT FORM ASSIGNMENT AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Bron Studios USA Inc., including its affiliates and related entities (including, without limitation, Bron Studios USA Developments Inc) (collectively **“Assignor”**) hereby irrevocably grants, conveys, assigns, transfer and sets over to and Media Res Studios, LLC (**“Assignee”**), effective as of the date hereof, throughout the universe and in perpetuity, all of Assignor’s right, title and interest in and/or to the project currently entitled **“Scanners”** (the **“Project”**), whether vested or contingent and whether now known or which may hereafter come into existence, including but not limited to the following: (i) all instruments pursuant to which Assignor acquired any right, title or interest in and/or to the Project; (ii) all copyrights and all rights to secure, hold and enjoy copyrights and renewals and extensions of copyrights in the Project; (iii) all literary and/or dramatic material developed in connection with the Project; and (iv) all of Assignor’s other rights of any nature in and to the Project, including without limitation the exclusive right to produce and distribute for and in all media now known or hereafter devised all types of audiovisual works of any kind and allied rights therein (including by way of illustration, all soundtrack, music publishing, and merchandising rights) based on those certain works of authorship described as follows:

Title: "Scanners"

Written By:

Copyright Registration No.: _____

Copyright Claimant:

Including the titles, themes, stories and all other contents thereof, and the characters therein and all translations, adaptations and other versions thereof, whether now or hereafter acquired, and in and to the copyright thereof and all renewals and extensions of such copyright as set forth in the Assignment of Rights and Contracts agreement.

Assignor and Assignee have entered into an Assignment of Rights and Contracts agreement dated as of [October 29], 2021, relating to the transfer and assignment of the foregoing rights in and to said work, which rights are more fully described in said agreement, and this Short Form Assignment Agreement is expressly made subject to all of the terms, conditions and provisions contained in said agreement.

The undersigned has executed this Short Form Assignment as of [October 29], 2021.

BRON STUDIOS USA INC.

By: _____

Its: _____

BRON STUDIOS USA DEVELOPMENTS INC.

By: _____

Its: _____

EXHIBIT E**Form of Resignation Letter**

LETTER OF RESIGNATION

October [●], 2021

Media Res Studio, LLC
6255 Sunset Blvd., Suite 680
Los Angeles, California, 90028

Ladies and Gentlemen:

Reference is made to that certain Transactions and Settlement Agreement (the “Agreement”), dated as of [●], 2021, by and among Bron Media Corp., a British Columbia corporation, Bron Ventures 1 LLC, a Delaware limited liability company, Bron Studios USA Inc., a Nevada corporation and Media Res Studio, LLC, a Delaware limited liability company (the “Company”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

Effective as of the Initial Closing, I hereby resign from any and all positions I hold (including as an officer, director, or manager as applicable), in (i) the Company, (ii) any subsidiary of the Company or (iii) any Affiliate of the Company.

A signed copy of this resignation delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this resignation.

[Signature page follows]

Sincerely,

[•]

Exhibit B**Access Road Wire Instructions**

Bank	U.S. Bank National Association
Bank Address	1350 Euclid Avenue Cleveland, OH 44115
Beneficiary	Access Road Capital LLC 238
Beneficiary Address	Cedar Ave Hewlett, NY 11557
Routing Number	042000013
Account Number	130126909584
BIC/SWIFT Code	USBKUS44IMT

This is Exhibit "E" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on October 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A927328446B742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

October 24, 2023

Patryk Sawicki
Direct Line: +1 416.597.6051
psawicki@millerthomson.com

Private and Confidential

[COUNTERPARTY ADDRESS]

Dear Sir/Madame:

Re: BRON Media Corp. and certain affiliated entities – Contract Assignment

We are contacting you with respect to contract(s) listed in Schedule "A" hereto (the "**Contract(s)**"), which you have with certain of the BRON Entities (as defined below).

As you may be aware, on July 19, 2023, BRON Media Corp. and certain of its affiliates (the "**BRON Entities**") commenced proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"). Grant Thornton Limited was appointed as Monitor in the CCAA proceedings (in such capacity, the "**Monitor**").

Within the CCAA proceedings, the Monitor and the BRON Entities ran a Court-approved sales process for the sale of their business and assets (the "**Sales Process**"). We are pleased to advise that following the Sales Process, certain of the BRON Entities (the "**Vendors**") and Creative Wealth Media Lending LP 2016 ("**CWML**") have entered into an asset purchase agreement dated October 24, 2023 (the "**APA**"), pursuant to which, if approved by the Supreme Court of British Columbia, the Vendors will (a) sell their substantially all of their assets, and (b) assign certain contracts to which the Vendors are party (the "**Assumed Contracts**") to CWML and/or one or more affiliate thereof (in either case, the "**Purchaser**") (the "**Transaction**").

You are receiving this communication because you are the counterparty to one or more of the Assumed Contracts. Pursuant to the terms of the Contract(s), we hereby request your consent to the assignment of the Contract(s) to the Purchaser, which assignment shall be effective on the Closing Date (as defined in the APA).

Following the assignment, the Purchaser will be responsible for all obligations under the Contract(s) arising after the Closing Date, after which all notices under the Contract(s) should be addressed to:

CREATIVE WEALTH MEDIA
LENDING LP 2016
151 Bloor St. West, Suite 700
Toronto, ON M5S 1S4 Canada

Given the desire of all parties to protect and preserve the business operations of the BRON Entities, please confirm your consent to the aforementioned assignment of the Contract(s) to the Purchaser by:

- 1) sending a reply email to psawicki@millerthomson.com, indicating that you consent to the assignment of the Contract(s); or
- 2) signing below and returning a copy by email to psawicki@millerthomson.com.

The BRON Entities will seek an Assignment Order under section 11.3 of the CCAA with respect to any of the Assumed Contracts for which consent to assignment is not received, during an application before the Supreme Court of British Columbia scheduled to be heard November 7, 2023 (the "**Application**"). Accordingly, we hope to receive your consent to assignment before the date of the Application. Notwithstanding, relevant court materials will be sent to you in advance of the date of the Application.

If you have any questions about the aforementioned, please contact Patryk Sawicki by email to psawicki@millerthomson.com. Additional information concerning the Sales Process, the Application, the APA and the Transaction can be found on the following website: <https://www.grantthornton.ca/service/advisory/creditor-updates/#Bron-Media-Group>.

Yours very truly,

MILLER THOMSON LLP

Per:



Patryk Sawicki
PS/docpro

Counsel to BRON Media Corp. and certain affiliated entities



[COUNTERPARTY], in its capacity as party to the Contract(s), hereby consents to the assignment of the Contract(s) to the Purchaser, effective and subject to the closing of the Transaction. This consent is effective notwithstanding anything in the Contract(s) to the contrary.

Date: _____

Per: _____

Name: _____

Title: _____



Schedule A

1. [CONTRACT NAME]

This is Exhibit "F" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on October 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A0273284468742A

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

AMENDMENT NO. 1 TO THE DIP LOAN AGREEMENT

This amending agreement (this "**Agreement**") is made as October 17, 2023, between all of the entities identified on the signature page hereto as a borrower (collectively, the "**Borrowers**"), and Creative Wealth Media Lending LP 2016, as lender (the "**Lender**").

WHEREAS:

- A. The Borrowers and the Lender entered into an DIP Loan Agreement dated as of July 18, 2023 (the "**DIP Loan Agreement**"); and
- B. The Borrowers and the Lender have agreed to make certain amendments to the DIP Loan Agreement on and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the premises and the agreements set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers and the Lender agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

Unless otherwise defined herein, capitalized terms used in this Agreement, including in the recitals hereto, shall have the meaning ascribed to such terms in the DIP Loan Agreement.

Section 1.2 References to the DIP Loan Agreement

Upon execution of this Agreement, the DIP Loan Agreement shall be deemed to have been amended as of the date hereof. The terms "hereof", "herein", "this DIP Loan Agreement", "the DIP Loan Agreement" and similar terms used in the DIP Loan Agreement, shall mean and refer to, from and after the date hereof, the DIP Loan Agreement as amended by this Agreement.

Section 1.3 Continued Effectiveness

Nothing contained in this Agreement shall be deemed to be a waiver by the Lender of compliance by the Borrowers with any covenant or agreement contained in the DIP Loan Agreement, or a waiver of any default or event of default under the DIP Loan Agreement, and each of the parties hereto agrees that the DIP Loan Agreement as amended by this Agreement shall remain in full force and effect, and time shall remain of the essence.

Section 1.4 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the Borrowers and the Lender and their respective successors and permitted assigns.

Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to \$ are expressed in the lawful currency of the United States of America unless otherwise specifically indicated.

Section 1.6 Invalidity of any Provisions

Any provision of this Agreement, which is prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition in such jurisdiction without invalidating the remaining terms and provisions hereof and no such invalidity shall affect the obligation of the Borrowers to pay the debts, liabilities and obligations of the Borrowers under the DIP Facility.

Section 1.7 Captions and Headings

The inclusion of headings preceding the text of the sections of this Agreement and the headings following each Article in this Agreement are intended for convenience of reference only and shall not affect in any way such construction or interpretation thereof.

ARTICLE 2 AMENDMENTS

Section 2.1 Amendments

The DIP Loan Agreement is hereby amended as follows:

- (a) clause (v) in the first paragraph of Section 5 titled "**Repayment**" on page 2 of the DIP Loan Agreement is amended by deleting "October 18, 2023" and replacing it with "November 8, 2023"; and
- (b) the second paragraph of Section 6 titled "**Cash Flow Projections**" on page 3 of the DIP Loan Agreement is amended by deleting the two references to "Wednesday" and replacing each reference with "Friday".

ARTICLE 3 CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent

This Agreement shall not become effective until this Agreement is duly executed and delivered to the Lender.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 4.2 Time of the Essence

Time shall be of the essence in this Agreement in all respects.

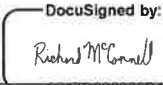
Section 4.3 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[The remainder of this page has been left intentionally blank]

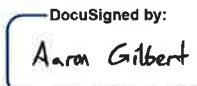
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set out above.

**CREATIVE WEALTH MEDIA
LENDING LP 2016**, by its general partner,
**CREATIVE WEALTH MEDIA
GENPAR LTD.**, as Lender

By: 
Name: Richard McConnell
Title: President

I have authority to bind the Corporation

BRON ANIMATION INC.

Per:  DocuSigned by:
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

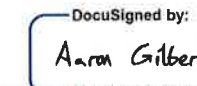
BRON CREATIVE CORP.

Per:  DocuSigned by:
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON DEVELOPMENTS INC.

Per:  DocuSigned by:
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON MEDIA CORP.

Per:  DocuSigned by:
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

- 2 -

**BRON MEDIA HOLDINGS INTL.
CORP.**

DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

BRON RELEASING INC.

DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

BRON STUDIOS INC.

DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

- 3 -

**BRON VENTURES 1 (CANADA)
CORP**

DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

**BRON EVEREST PRODUCTIONS
INC.**

DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

FABLES PRODUCTIONS BC INC.

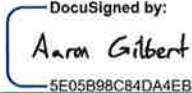
DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

GOSSAMER PRODUCTIONS BC INC.

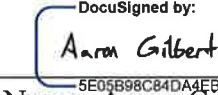
DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

- 4 -

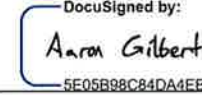
HENCH 2 BC PRODUCTIONS INC.

Per:  5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

HENCHMEN PRODUCTIONS INC.

Per:  5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL PC BC INC.

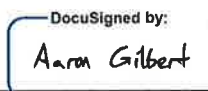
Per:  5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

WINDOR PRODUCTIONS BC INC.

Per:  5E06B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

- 5 -

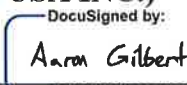
BRON CREATIVE USA, CORP.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

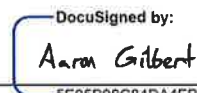
BRON DIGITAL USA, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

**BRON LIFE USA INC. (BRON
LEGACY USA INC.)**

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

**BRON MEDIA HOLDINGS USA
CORP.**

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

- 6 -

BRON RELEASING USA INC.

DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

BRON STUDIOS USA INC.

DocuSigned by:
Per: Aaron Gilbert
5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

BRON VENTURES 1, LLC

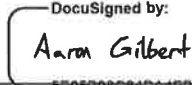
DocuSigned by:
Per: Aaron Gilbert
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Name: Aaron Gilbert
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**BRON STUDIOS USA
DEVELOPMENTS INC.**

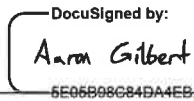
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Name: Aaron Gilbert
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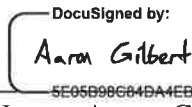
BAKHORMA, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

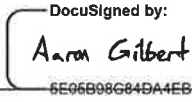
DRUNK PARENTS, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

FABLES HOLDINGS USA, LLC

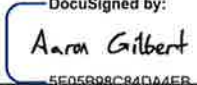
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Name: Aaron Gilbert
Title: Chief Executive Officer
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FABLES PRODUCTIONS USA INC

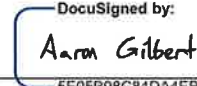
Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
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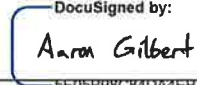
GOSSAMER HOLDINGS USA, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
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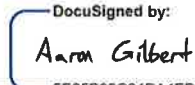
GOSSAMER PRODUCTIONS USA INC.

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HARRY HAFT PRODUCTIONS, INC.

Per: 
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Title: Chief Executive Officer
I/We have the authority to bind the corporation

**HEAVYWEIGHT HOLDINGS, LLC
(PREVIOUSLY HARRY HAFT FILMS, LLC)**

Per: 
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Title: Chief Executive Officer
I/We have the authority to bind the corporation

- 9 -

I AM PINK PRODUCTIONS, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

**NATIONAL ANTHEM HOLDINGS, LLC
(F. K. A. BCDC HOLDINGS, LLC)**

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

NATIONAL ANTHEM PRODCO INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

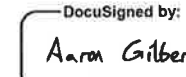
OAKLAND PICTURES HOLDINGS, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

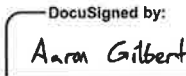
PATHWAY PRODUCTIONS, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL PC USA INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL USA, LLC

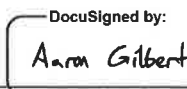
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SOLITARY HOLDINGS USA, LLC

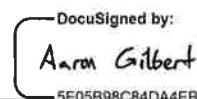
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- 11 -

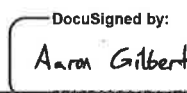
SURROUNDED HOLDINGS USA LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

WELCOME TO ME, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

LUCITE DESK, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

This is Exhibit "G" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on October 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

AMENDMENT NO. 2 TO THE DIP LOAN AGREEMENT

This amending agreement (this "**Agreement**") is made as October 24, 2023, between all of the entities identified on the signature page hereto as a borrower (collectively, the "**Borrowers**"), and Creative Wealth Media Lending LP 2016, as lender (the "**Lender**").

WHEREAS:

- A. Certain of the Borrowers and the Lender entered into a DIP Loan Agreement dated as of July 18, 2023 (the "**DIP Loan Agreement**");
- B. Certain of the Borrowers and the Lender entered into Amendment No. 1 to the DIP Loan Agreement dated as of October 17, 2023 (the "**First Amendment**"); and
- C. The Borrowers and the Lender have agreed to make certain amendments to the DIP Loan Agreement, as amended by the First Amendment, on and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the premises and the agreements set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers and the Lender agree as follows:

**ARTICLE 1
INTERPRETATION****Section 1.1 Definitions**

Unless otherwise defined herein, capitalized terms used in this Agreement, including in the recitals hereto, shall have the meaning ascribed to such terms in the DIP Loan Agreement.

Section 1.2 References to the DIP Loan Agreement

Upon execution of this Agreement and satisfaction of the Conditions Precedent set out in Section 3.1 herein, the DIP Loan Agreement shall be deemed to have been amended as of such date. The terms "hereof", "herein", "this DIP Loan Agreement", "the DIP Loan Agreement" and similar terms used in the DIP Loan Agreement, shall mean and refer to, from and after the date hereof, the DIP Loan Agreement as amended by the First Amendment and this Agreement.

Section 1.3 Continued Effectiveness

Nothing contained in this Agreement shall be deemed to be a waiver by the Lender of compliance by any of the Borrowers with any covenant or agreement contained in the DIP Loan Agreement, or a waiver of any default or event of default under the DIP Loan Agreement, and each of the parties hereto agrees that the DIP Loan Agreement as amended by this Agreement shall remain in full force and effect, and time shall remain of the essence.

Section 1.4 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the Borrowers and the Lender and their respective successors and permitted assigns.

Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to \$ are expressed in the lawful currency of the United States of America unless otherwise specifically indicated.

Section 1.6 Invalidity of any Provisions

Any provision of this Agreement, which is prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition in such jurisdiction without invalidating the remaining terms and provisions hereof and no such invalidity shall affect the obligation of the Borrowers to pay the debts, liabilities and obligations of the Borrowers under the DIP Facility.

Section 1.7 Captions and Headings

The inclusion of headings preceding the text of the sections of this Agreement and the headings following each Article in this Agreement are intended for convenience of reference only and shall not affect in any way such construction or interpretation thereof.

ARTICLE 2 AMENDMENTS

Section 2.1 Amendments

The DIP Loan Agreement, as amended by the First Amendment, is hereby further amended as follows:

- (a) clause (v) in the first paragraph of Section 5 titled "**Repayment**" on page 2 of the DIP Loan Agreement is amended by deleting "November 8, 2023" and replacing it with "December 4, 2023"; and
- (b) **Schedule "A"** shall be amended to include the following entities (collectively, the "**Non-Petitioner Entities**"), which shall become Borrowers under the DIP Loan Agreement and shall be jointly and severally liable for all DIP Obligations arising from and after November 7, 2023:
 - Front Runner Productions, Inc.
 - Brown Amy, LLC
 - Fonzo Production Services Inc.
 - Fonzo, LLC
 - Front Runner, LLC
 - Green Moon Inc.
 - Harmon Films, LLC

- Harmon Monster Films, Inc.
- Needle In A Timestack, LLC
- Para Productions, LLC
- Red Sea LLC
- Red Sea Productions Inc.
- Tully Productions, LLC
- TWWMD Holdings, LLC
- TWWMD Productions, Inc.
- Villains Pictures, LLC
- Villains Production Services, Inc.
- Surrounded Productions USA Inc.
- October Series Holdings, LLC

ARTICLE 3 CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent

This Agreement shall not become effective until:

- (a) this Agreement is duly executed and delivered to the Lender;
- (b) an Approval and Vesting Order in respect of the Agreement of Purchase and Sale dated October 24, 2023 (the "**Sale Agreement**") among the Vendors (as defined in the Sale Agreement) and the DIP Lender, by its general partner, Creative Wealth Media GenPar Ltd., and an Assignment Order (as defined in the Sale Agreement), each in form and substance satisfactory to the DIP Lender in its sole discretion, have been granted by the Canadian Court; and
- (c) an Order approving this Agreement, adding the Non-Petitioner Entities as "Petitioners" in the CCAA Proceedings, subjecting all of the Non-Petitioner Entities' current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof to the DIP Charge, and extending the stay of proceedings in the CCAA Proceedings to no earlier than December 1, 2023, in form and substance satisfactory to the DIP Lender in its sole discretion, has been granted by the Canadian Court.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 4.2 Time of the Essence

Time shall be of the essence in this Agreement in all respects.

Section 4.3 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set out above.

**CREATIVE WEALTH MEDIA
LENDING LP 2016**, by its general partner,
**CREATIVE WEALTH MEDIA
GENPAR LTD.**, as Lender

By: _____

DocuSigned by:

Richard McConnell

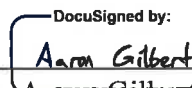
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Name: Richard McConnell

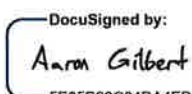
Title: President

I have authority to bind the Corporation

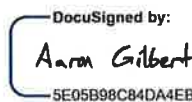
BRON ANIMATION INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON CREATIVE CORP.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON DEVELOPMENTS INC.

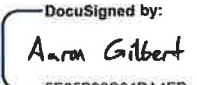
Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON MEDIA CORP.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

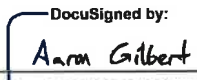
- 2 -

**BRON MEDIA HOLDINGS INTL.
CORP.**

Per: 
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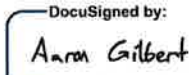
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

BRON MEDIA HOLDINGS USA INC.

Per: 
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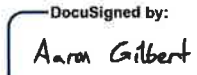
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

BRON RELEASING INC.

Per: 
5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

BRON STUDIOS INC.

Per: 
5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

- 3 -

**BRON VENTURES 1 (CANADA)
CORP**

Per:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the
corporation**BRON EVEREST PRODUCTIONS
INC.**

Per:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the
corporation**FABLES PRODUCTIONS BC INC.**

Per:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the
corporation**GOSSAMER PRODUCTIONS BC INC.**

Per:

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

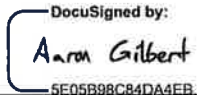
Name: Aaron Gilbert

Title: Chief Executive Officer

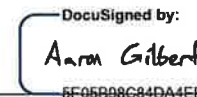
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- 4 -

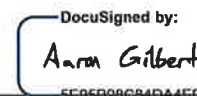
HENCH 2 BC PRODUCTIONS INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

HENCHMEN PRODUCTIONS INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL PC BC INC.

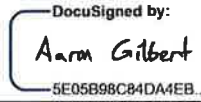
Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

WINDOR PRODUCTIONS BC INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

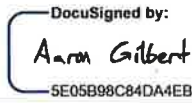
- 5 -

BRON CREATIVE USA, CORP.

Per:  5E05B98C84DA4EB...

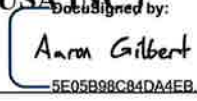
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Title: Chief Executive Officer
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BRON DIGITAL USA, LLC

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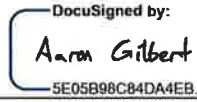
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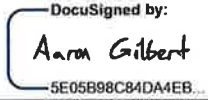
**BRON MEDIA HOLDINGS USA
CORP.**

Per:  5E05B98C84DA4EB...

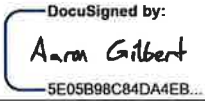
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Title: Chief Executive Officer
I/We have the authority to bind the corporation

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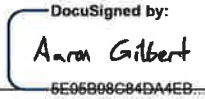
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Title: Chief Executive Officer
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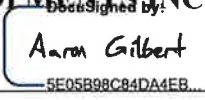
BRON STUDIOS USA INC.

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Name: Aaron Gilbert
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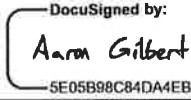
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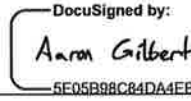
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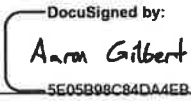
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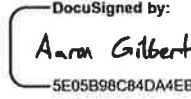
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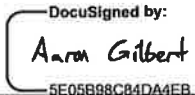
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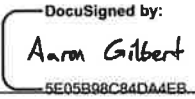
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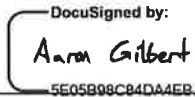
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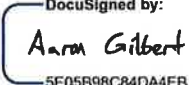
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**HEAVYWEIGHT HOLDINGS, LLC
(PREVIOUSLY HARRY HAFT FILMS, LLC)**

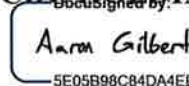
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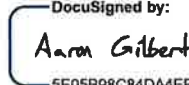
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Title: Chief Executive Officer
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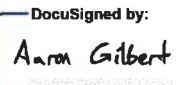
**NATIONAL ANTHEM HOLDINGS, LLC
(F. K. A. BCDC HOLDINGS, LLC)**

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

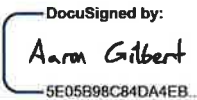
NATIONAL ANTHEM PRODCO INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

OAKLAND PICTURES HOLDINGS, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

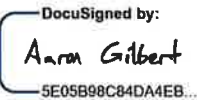
PATHWAY PRODUCTIONS, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

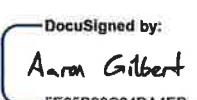
ROBIN HOOD DIGITAL PC USA INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL USA, LLC

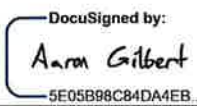
Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

SOLITARY HOLDINGS USA, LLC

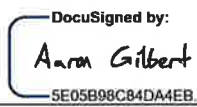
Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

- 11 -

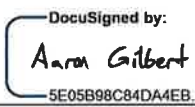
SURROUNDED HOLDINGS USA LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

WELCOME TO ME, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

LUCITE DESK, LLC

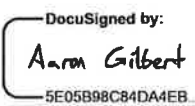
Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

FRONT RUNNER PRODUCTIONS, INC.

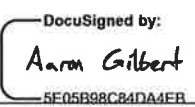
Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

- 12 -

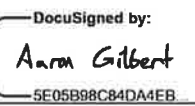
BROWN AMY, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

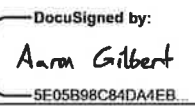
FONZO PRODUCTION SERVICES INC.

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

FONZO, LLC

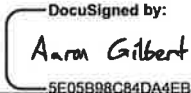
Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

FRONT RUNNER, LLC

Per: 
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

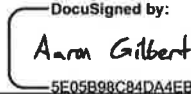
- 13 -

GREEN MOON INC.

Per:  5E05B98C84DA4EB...

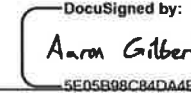
Name: Aaron Gilbert
Title: Chief Executive Officer
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HARMON FILMS, LLC

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

HARMON MONSTER FILMS, INC.

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

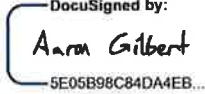
NEEDLE IN A TIMESTACK, LLC

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

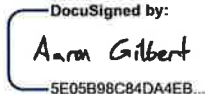
- 14 -

PARA PRODUCTIONS, LLC

Per:  5E05B98C84DA4EB...

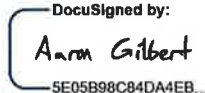
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

RED SEA LLC

Per:  5E05B98C84DA4EB...

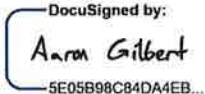
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

RED SEA PRODUCTIONS INC.

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
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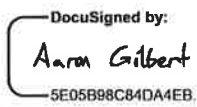
TULLY PRODUCTIONS, LLC

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

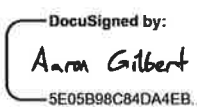
- 15 -

TWWMD HOLDINGS, LLC

Per:  5E05B98C84DA4EB...

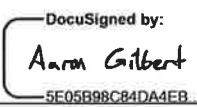
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

TWWMD PRODUCTIONS, INC.

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

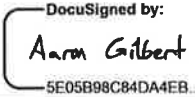
VILLAINS PICTURES, LLC

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

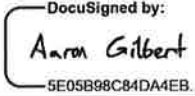
- 16 -

**VILLAINS PRODUCTION SERVICES,
INC.**

Per:  5E05B98C84DA4EB...

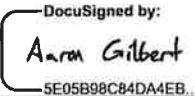
Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

**SURROUNDED PRODUCTIONS USA
INC.**

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

OCTOBER SERIES HOLDINGS, LLC

Per:  5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the
corporation

This is Exhibit "H" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on October 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica Faheim

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

AMERICANA TERM SHEET 7/28/23	
PARTIES	Grantor: National Anthem Holdings, LLC ("Grantor") Grantee: Lions Gate Films Inc. ("LGF")
PICTURE	<i>Americana</i> directed by Tony Tost and starring Sydney Sweeney, Paul Walter Hauser and Halsey.
TERRITORY	The Universe.
RIGHTS	All exclusive rights to the Pictures in the Territory.
MINIMUM GUARANTEE	\$3,000,000.00. 90% payable within 10 business days after the later of (i) full execution of the Agreement, (ii) LGF's receipt and approval of an original, correctly completed W-9, and (iii) LGF's acceptance of Complete Delivery of Initial Delivery Materials; and 10% payable within 10 business days after LGF's acceptance of Complete Delivery of all Delivery Materials.
DISTRIBUTION FEE	LGF will receive a Distribution Fee of 27.5%. Distribution Fee will be in all media in the Territory.
TERM	Terminating Twenty-Five (25) years from LGF's acceptance of Complete Delivery of the Picture. LGF shall have a first right of negotiation and first matching right (with respect to offers that are equal to or less than 135% of Grantor's last best financial offer) to extend the Term for the Picture.
BACKEND PARTICIPATION	After LGF has deducted its Distribution Fee and recouped One Hundred Percent (100%) of its actual, direct expenses (plus interest) ("Distribution Expenses") and recouped the Minimum Guarantee (plus interest), the Backend Split shall be 60/40 in Grantor's favor. Interest being prime rate plus 2%. LGF shall be entitled to cross-collateralize all revenues.
NAME & LIKENESS	LGF shall have no name and likeness restrictions on any principal cast in all marketing assets/materials including, but not limited to, trailer and key art other than the contractual requirements LGF has been provided by Grantor on or before Complete Delivery all of which shall be consistent with existing major studio precedent and provided such major studio precedent, to the extent applicable, shall be delivered to LGF in writing prior to, if possible, closing such individual's deal for the Picture.

TITLE	LGF shall have the right, but not the obligation, to change the title of the Picture. Grantor to have meaningful consultation on title change with LGF having tie-break right.
SUBSEQUENT PRODUCTIONS	LGF shall be entitled to opt-in to distribute all subsequent picture productions on the same terms and conditions as set forth herein (e.g., such opt-in to be subject to a proportional adjustment of the MG for such subsequent picture productions based on a percentage of and LGF's approval of the gross budget for such subsequent picture production (and in relation to what percentage the MG for the Picture is to the gross budget of the Picture)) and all other subsequent productions shall be frozen until further discussion by the parties. All other terms and conditions regarding subsequent productions to be included in the long form agreement (referenced below) and negotiated in good faith.
PICTURE SPECIFICATIONS	Picture shall be delivered (a) with run time (inclusive of main and end titles) not less than 95 minutes, and (b) MPA rating no more restrictive than "R".
RESIDUALS	LGF will act as paymaster solely and exclusively for any applicable U.S. guild and union residuals from LGF's exploitation of the Picture in the Territory during the Term subject to Grantor providing the information necessary for LGF to act as paymaster and shall sign customary DAAs with applicable U.S. guild(s) and/or union(s).
DELIVERY	Delivery will be at Grantor's sole cost and expense in accordance with LGF's Delivery Schedule. Grantor to make LGF's standard representations and warranties with respect to each Picture. Delivery Schedule to be negotiated in good faith.
AWARD BONUSES	LGF to act as paymaster for award bonuses as follows (such bonuses are advances against and thus recouped out of Grantor's 60% backend plus Interest and payable within 60 days of such nomination and/or ceremony, as applicable): Tony Tost: Golden Globe Nomination - \$37,500 Golden Globe Win - Additional \$75,000 Academy Award Nomination - \$50,000 Academy Award Win – Additional \$100,000 Paul Walter Hauser: Golden Globe Nomination - \$50,000 Golden Globe Win – Additional \$75,000 Academy Award Nomination - \$75,000 Academy Award Win – Additional \$100,000 Sydney Sweeney:

	Golden Globe Nomination - \$50,000 Golden Globe Win - Additional \$75,000 Academy Award Nomination - \$75,000 Academy Award Win – Additional \$100,000 Halsey: Golden Globe Nomination - \$50,000 Golden Globe Win – Additional \$75,000 Academy Award Nomination - \$75,000 Academy Award Win – Additional \$100,000
PRESS RELEASE	Mutual approval over press release(s) with LGF having tie-break right. LGF to make initial press release.
MARKETING	Grantor to have meaningful consultation over initial marketing campaign with LGF having tie-break right; Access fee shall be 30% of the applicable creation costs capped at \$50K, plus all duplication, shipping and insurance costs.
BONUSES	Premium VOD Bonuses (in connection with initial Premium VOD release in the U.S. during time commencing upon such release and continuing 60 consecutive days thereafter in which consumers pay no less than \$6.99 per transaction): If the Pictures is released via Premium VOD, at such time, if ever, as Premium VOD Transactions equal 250,000 Premium VOD Transactions, Grantor shall be entitled to receive a Premium VOD Bonus in the amount of \$50,000; and each time thereafter, as Premium VOD Transactions increase by an additional 100,000 transactions (e.g., 350,000 transactions, 450,000 transactions, etc.), Grantor shall be entitled to receive an additional Premium VOD Bonus in the amount of \$25,000. Such bonuses are advances against and thus recouped from Grantor's 60% of the backend plus Interest and payable within 90 days of the accounting/reporting period in which the applicable threshold of Premium VOD Transactions is reached.
LONG FORM AGREEMENT	The foregoing terms shall be subject to the terms and conditions of LGF's standard long form agreement.