This is Affidavit # 1 of
Simon Misselbrook in this case and
was made on November 1, 2023

Court File 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 AMENDED

-and-

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

-and-

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

PETITIONERS

AFFIDAVIT OF SIMON MISSELBROOK (AFFIRMED November 1, 2023)

I, Simon Misselbrook, of the City of Scottsdale, in the State of Arizona **AFFIRM THAT:**

1. I am the Manager of Desert Media Partners LLC ("**Desert**"), and, as such, have knowledge of the matters contained in this Affidavit.

2. Desert has made investments alongside Creative Wealth Media Finance Corp. ("**CWMF**") in respect of 2 secured project loans (collectively, the "**Loans**") to the Petitioner Companies set out below:

Borrower	**Project Name**
Bron Legacy USA Inc.	"Playground"
National Anthem Holdings LLC	"Americana"

3. The Loans are managed and administered by CWMF. Notwithstanding CWMF's management and administrative role, Desert's investment in the Loans is structured as the ownership of an undivided fractional interest in the Loans. These investments are governed by the terms of the respective Participation Agreements for the respective projects set out below:

Project	**Investment**	**Agreement**
Playground	3,000,000 USD representing 44.85 % of the Project Loan	Participation Agreement between Desert and CWMF dated August 31, 2021 (the "**Playground Participation Agreement**")
Americana	$3,000,000 USD representing 29.50 % of the Project Loan	Participation Agreement between Desert and CWMF dated February 23, 2022 (the "**Americana Participation Agreement**")

A copy of the Playground Participation Agreement is attached as **Exhibit** "**A**". A copy of the Americana Participation Agreement is attached as **Exhibit** "**B**".

4. On this motion, Desert understands that the Petitioners are seeking court approval for, *inter alia*, the approval of the sale of substantially all of the assets that relate to Playground and the distribution rights that relate to Americana.

5. Upon learning of the prospective sales described above, Desert's counsel, Dominique Michaud ("**Mr. Michaud**"), has made multiple efforts to speak to CWMF's counsel to understand how the Loans and Desert's security position will be impacted by the prospective sales. To date, CWMF has not communicated to Desert in respect of the impact on the Loans and Desert's security position. Attached as **Exhibit** "**C**" is the email correspondence between Mr. Michaud and counsel for CWMF on this issue.

6. I am also advised by Mr. Michaud and verily believe, that CWMF filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (the "**CWMF NOI**") on Friday, October 27, 2023. This was confirmed by CWMF's counsel by email dated October 31, 2023 that is attached at Exhibit C.

7. I have reviewed the Affidavit of Milton Winberg sworn November 1, 2023 (the "**Winberg Affidavit**") and the Notice of Cross-Application made by the Ad Hoc Group of Investor Creditors (as described in the Winberg Affidavit) and share some of the same concerns set out therein as they relate to Desert. For this reason, Desert supports the requested relief as set out in the Notice of Cross-Application.

8. I make this Affidavit for the reasons set out above and for no improper purpose.

AFFIRMED BEFORE ME via video-conference with the deponent in the City of Scottsdale in the state of Arizona, and the Commissioner in the City of Toronto in the Province of Ontario this 1st day of November, 2023.

DocuSigned by:
Samuel Mosonyi
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Commissioner for Taking Affidavits
(or as may be)

SAMUEL MOSONYI

DocuSigned by:
06B8643506364D5...

SIMON MISSELBROOK

THIS IS **EXHIBIT "A"** REFERRED TO IN

THE AFFIDAVIT OF SIMON MISSELBROOK

AFFIRMED BEFORE ME ON NOVEMBER 1, 2023

DocuSigned by:

Samuel Mosonyi

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A Commissioner, Notary, Etc.

SAMUEL MOSONYI

CREATIVE WEALTH MEDIA FINANCE CORP.
PARTICIPATION AGREEMENT

AGREEMENT made this 31 day of August 2021 by and between **CREATIVE WEALTH MEDIA FINANCE CORP.**, a Canadian corporation, provincially registered in the Province of Ontario with its office at 151 Bloor Street West, Suite 700, Toronto, Ontario M5S 1S4 (hereinafter referred to as "**Investor**") and Desert Media Partners LLC a US Corporation located at 16220 N Scottsdale Road, Suite 340, Scottsdale, AZ, 85254 (hereinafter referred to as "**Financier**").

WHEREAS:

A. Investor has entered into a term sheet agreement (hereinafter referred to as the ("**Master Term Sheet"**) with Bron Legacy USA Inc for Playground ProdCo (hereinafter referred to as the ("**Underlying Beneficiary**") in respect of a First Season TV Series entitled "Playground" (hereinafter referred to as the "**Picture**"), a true copy of said Master Term Sheet having been delivered to Financier, and Financier having independently reviewed and approved same;

B. Pursuant to the terms of the Master Term Sheet (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments, hereinafter collectively referred to as the ("**Financing Agreements**"), Investor has entered and/or will enter into certain financing arrangements and has extended and/or will extend an investment of $6,080,491 USD to Bron Legacy USA Inc for Playground ProdCo (hereinafter referred to as the ("**Investment**"), upon certain collateral security including the present and future accounts of the Underlying Beneficiary (the "**Collateral**"); and

C. Pursuant and subject to the term sheet agreement, entered into between the Financier and Investor dated as of August 31, 2021 (hereinafter referred to as the "**Client Term Sheet**") attached hereto and incorporated into this Agreement by way of Schedule "A", Financier wishes to acquire from the Investor, upon the terms and conditions hereinafter set forth, an undivided fractional interest in the Investment and to the extent necessary to repay the Participation (as hereinafter defined), an undivided fractional interest in the Collateral.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto agree as follows:

1. (a) Investor hereby sells to the Financier and the Financier hereby agrees to purchase from the Investor an undivided fractional interest in the aforementioned Investment (the "**Participation**"). The Participation will be pro rata based on the amount offered by each Financier (hereinafter referred to as the "**Participation Advance**") as a percentage of the total amount offered by the Investor to the Underlying Beneficiary under the Investment.

   (b) The relationship between Investor and Financier is and shall be that of a seller and purchaser of an undivided fractional interest (i.e., an outright sale and assignment by Investor to Financier of an interest of the Investment, together with the Collateral therefor), not a debtor-creditor relationship. Accordingly Investor has not guaranteed repayment to Financier of, nor agreed to repurchase from Financier, any portion of the Participation at any time.

2. Financier agrees that Investor will retain in Investor's name, but to the extent of the Participation, on behalf of Financier, all of the obligations of the Underlying Beneficiary to Investor arising out of the Financing Agreements, and Investor will, in its name, collect and receive payments with respect to the Investment and of any amounts paid or recovered from (a) the Underlying Beneficiary pursuant to the Financing Agreements, (b) any guarantor or other entity liable in respect of the obligations of the Underlying Beneficiary under the Financing

Agreements, or otherwise, and (c) the recovery or realization on any Collateral or other property, rights and claims in favour of Investor or which may be received by or may come into the possession of Investor; provided that any such amounts are applicable to the payment or discharge of any of the obligations of the Underlying Beneficiary pursuant to the Financing Agreements or otherwise (all of the foregoing being hereinafter called "**Collections**").

3. (a) Financier shall participate in the Collections and be repaid principal and investment return and share in "Adjusted Gross Revenues" derived from exploitation of the Picture, on and subject to the terms provided in Schedule "A" to the extent of its Participation.

(b) To the extent of the Participation, Investor is and shall be a trustee and agent for Financier in administering and servicing the Financing Agreements and all rights, remedies and benefits thereunder, including making the Investment, the perfection of security interests and other liens in the Collateral, receiving Collections, execution of agreements in connection therewith and the exercise of all other rights and remedies of a lender and secured party with respect thereto.

(c) Investor shall have the obligation to account to Financier for Financier's share of the Collections. All Collections and/or payments received by Investor with respect to Financier's interest in the Investment, including proceeds of Collateral and claims with respect thereto, which are received by Investor shall be held in trust for Financier and deposited by Investor in one or more of its bank accounts and applied as provided herein.

4. (a) Investor's books and records showing the account between Investor and the Underlying Beneficiary and statements of account rendered to Financier shall be considered accurate unless objected to by Financier within sixty (60) days from their date

(b) Investor agrees to pay and otherwise account to Financier on or about fifteen (15) calendar days after Investor's actual receipt of amounts due and payable to Investor pursuant to the Financing Agreements, amounts due and payable to Financier, pursuant to the Client Term Sheet in respect of the Participation, as such amounts are earned and paid by the Underlying Beneficiary to Investor, pursuant to the terms of the Financing Agreements.

5. Financier represents and warrants as follows to the Investor, at the date of this Agreement and at the date the Financier provides the amount of the Participation Advance to Investor by way of certified cheque, bank draft or wire transfer or such other method of payment acceptable to Investor, or such other date and time as may be determined by Investor, (hereinafter referred to as the **"Closing Date**") and acknowledges and confirms that the Investor is relying on such representations and warranties in connection with this Agreement:

(a) Financier is entitled to receive all payments hereunder without Investor being required to deduct or withhold any amount therefrom on account of duties, taxes, levies, imports, fees, interest or penalties (each a "**Tax**" and collectively "**Taxes**"). If any deduction or withholding for Taxes is required by law or the administrative practice of any taxation authority, Canadian or otherwise, Investor shall be entitled to make such deduction or withholding from any payment hereunder and to pay the full amount so deducted or withheld to the relevant taxation authority in accordance with applicable law. Financier shall notify Investor immediately if any Taxes are required to be deducted or withheld upon any payment to Financier hereunder and shall provide any certificates, Tax forms or other information reasonably requested by Investor in connection with the reporting or payment of any Taxes relating to this Agreement. Financier shall indemnify Investor on demand on an after-Tax basis for all losses, claims, liabilities, Taxes or expenses incurred by Investor as result of (i) any failure by the Financier to comply with any Tax reporting or payment requirements relating to this Agreement;

(ii) any inaccuracy of the foregoing representation and warranty and (iii) any payment by Investor to Financier hereunder with the required deduction or withholding for Taxes.

(b) The Participation has not been made through, or as a result of, and is not being accompanied by, (i) a general solicitation, (ii) any advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or (iii) any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(c) None of the amounts that the Financier is committing to pay to the Investor are to the knowledge of the Financier, proceeds obtained or derived, directly or indirectly, as a result of illegal activities.

(d) If the Financier is an individual, he or she is of legal age and is legally competent to execute, deliver and perform his or her obligations under this Agreement. If the Financier is not an individual, (i) it has the legal capacity and competence to execute, deliver and perform its obligations under this Agreement; and (ii) the execution and delivery of and performance by the Financier of this Agreement have been authorized by all necessary corporate or other action on the part of the Financier;

(e) If the Financier is committing on its own behalf, this Agreement has been duly executed and delivered by the Financier, and constitutes a legal, valid and binding agreement of the Financier enforceable against him, her or it in accordance with its terms;

(f) The execution and delivery of and performance by the Financier of this Agreement does not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event of condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any of the terms or provisions of the Financier's constating documents or by-laws, if applicable, or any other contract, agreement, instrument, undertaking or covenant to which the Financier is a party or by which it is bound; and

6. Financier hereby agrees the provisions related to the Investment Return, Maturity Date, recuperation of and/or amount entitled to under the Repayment Amount in the Client Term Sheet, collectively, represent all material aspects and/or rights associated with the Investment. As such, Invesotor agrees and shall not, without prior written consent in each instance, amend, alter, modify, waive or release any material right, aspect of, or relating to the Investment Return, Maturity Date, recuperation of and/or amount entitled to under the Repayment Amount. Furthermore, Financier confirms and acknowledges that the Investor is relying on such agreement in connection with the execution of this Agreement

7. Financier shall pay all stamp duty, documentation, registration, transfer or other like Taxes, if any, which may now or hereafter be imposed in connection with this Agreement or the purchase of the Participation and shall indemnify Investor on demand on an after-Tax basis against any liability resulting from any delay or failure by Financier to pay such Taxes. Financier's obligations under this Section shall survive the termination of this Agreement.

8. Financier hereby agrees that Investor shall have the right to carry out the provisions of the Financing Agreements with the Underlying Beneficiary, and to exercise all rights and privileges accruing to it by reason of the provisions thereof, and to enforce its rights thereunder for the joint benefit of Investor and Financier, according to its discretion and the exercise of its business judgment, in accordance with its normal operating procedures.

(a) Financier further acknowledges the risks inherent in making investments and/or equity investments in the Picture and the related risks inherent in developing, producing, and marketing the Picture, including but not limited to the possibility of cost overruns, lower sales than anticipated and loss of financing. Investor makes no representation or warranty as to the commercial release of the Picture or the amount of proceeds, if any, to be received from exploitation of the Picture. There is no assurance that Financier will earn a profit from or recoup its Participation. Investor agrees that it will use normal prudence and judgment in the servicing of the account and in the carrying out of the terms of the Financing Agreements. Investor shall not have any liability to Financier with respect to any action taken or omitted by Investor its employees or agents, in connection with the Financing Agreements or for any error in judgment except for its own gross negligence or wilful misconduct. Investor does not assume, and shall not have, any responsibility or liability, express or implied, for the enforceability or collectability of the Financing Agreements, the Collateral or the condition of the Underlying Beneficiary or guarantors or any obligor, financial or otherwise, or the Collateral, or for the accuracy of any credit or other information furnished by the Underlying Beneficiary unless Investor has acted with gross negligence or wilful misconduct. Financier acknowledges that it may make its own independent investigation of the Underlying Beneficiary and that it will be given access to all information with respect to the Underlying Beneficiary and Investor that it wished to have and an opportunity to make such inquiry of the Underlying Beneficiary as to Underlying Beneficiaries condition and the arrangements between the Underlying Beneficiary and Investor and inquiry of Investor in connection therewith as Financier determines to be necessary or appropriate. The Financier is not relying on the Investor, its affiliates or counsel to any of them in this regard.

9. Investor agrees that at any time and from time to time during normal business hours, it will permit Financier or its agent to examine Invetors books, records and accounts relating to the Collateral and the Financing Agreements and it will upon request furnish Financier with such information requested as it may have or be reasonably able to obtain with respect to the Collateral or any other matter connected with the Financing Agreements and with copies of all papers and documents relating to the Collateral and the transactions in them and with financial statements and audit reports showing the status of the Collateral. Financier agrees that it will keep all such information confidential.

10. Investor shall not, without the prior written consent of Financier, offset any claim or demand in favour of Investor or of any other client of Investor pertaining to indebtedness or obligations of the Underlying Beneficiary wherein Financier does not participate, against or to the detriment of Financier, Financier shall not, without the prior written consent of Investor, offset any claim or demand in favour of Financier against or to the detriment of Investor or to the detriment of any credit balances for or to the account of the Underlying Beneficiary. In the event of any claim or action arising out of this Agreement, both Investor and Financier agree not to deduct, counterclaim or set-off any amounts which may be owed on account of other dealings between them; and, similarly, no amounts owing under this Agreement shall be deducted counterclaimed or set-off on account of other dealings between Investor and Financier.

11. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto and shall be governed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

12. Financier shall not sell, pledge, assign, sub-participate or otherwise transfer its rights under this Participation Agreement, the Collateral, or the Collections, without the prior written consent of Investor.

13. Nothing contained herein shall confer upon Investor or Financier any interest in, or subject either of them to any liability for, or in respect of the business, assets, profits, losses or liabilities of the other, except only as to the Participation.

14. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon sending; if by overnight delivery service, one

(1) day after dispatch; and if mailed by registered mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the address set forth herein; if to Investor, to the attention of:

Creative Wealth Media Finance Corp.

151 Bloor St West Suite 700, Toronto, Ontario M5S 1S4

Attention: Jason Cloth

if to Financier, to the attention of Chris Cole;

16220 N Scottsdale Rd, Suite 340, Scottsdale, AZ 85254

15. Each of the parties hereto confirms that it has no loans or financing transactions with the Underlying Beneficiary, or any guarantor except those transactions which are the subject of this Agreement or have been disclosed in writing to the other party and each agrees not to enter into any financing arrangement with any of them without notifying the other party hereto. Financier shall not, and will cause its subsidiaries and affiliates not to contact, directly or indirectly, any Underlying Beneficiary or any guarantor, for the purpose of soliciting or taking away the financial or other services furnished by Investor to the Underlying Beneficiary.

16. In the event Investor should at any time terminate the Financing Agreements for any reason it shall promptly notify Financier thereof and this Agreement shall automatically terminate effective upon the effective date of the termination of the Financing Agreements. In addition, Investor shall have the right to purchase the Participation for the full amount thereof, together with accrued investment return and concurrently therewith terminate this Agreement effective at the end of the initial term of the Financing Agreements upon at least thirty (30) days prior written notice. Termination of the Participation Agreement shall not affect the respective rights or obligations hereunder incurred prior to the effective date of such termination including obligations to participate in post-termination Advances in the event of liquidation.

17. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Financier irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

18. Financier will execute, deliver, file and otherwise assist the Investor in filing any reports, undertakings and other documents required in connection with this Agreement.

19. The following Schedules are incorporated into and form an integral part of this Agreement, and any reference to this Agreement includes the Schedules:

Schedule "A"	Client Term Sheet
Schedule “B”	Payment Information

Assignment

This Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Agreement is only transferable and/or assignable by the Investor.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Time of Essence

Time is of the essence in this Agreement.

Language of Documents

It is the express wish of the parties to this Agreement that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue Anglais.

Execution by Facsimile and Counterparts

This Agreement including the schedules may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first written above.

CREATIVE WEALTH MEDIA FINANCE CORP.

DocuSigned by:

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Name: Jason Cloth
Title: Authorized Signing Officer

[FINANCIER]

Per: ________________________

Name: Desert Media Partners LLC
Title: Simon Misselbrook, Manager

SCHEDULE "A"

CLIENT TERM SHEET*

SCHEDULE "B"
PAYMENT INFORMATION

The Participation Advance may be included with the executed Participation Agreement by certified cheque or bank draft payable to CREATIVE WEALTH MEDIA FINANCE CORP., 151 Bloor Street West, Suite 700, Toronto, Ontario M5S 1S4 or wired in immediately available USD funds to Creative Wealth Media Finance Corp. as follows:

US FUNDS:

Bank:	TD Canada Trust
Address:	2453 Yonge St., Toronto, Ontario, M4P 2H6
Transit #:	00572 ABA 000400572
Bank #:	004 SWIFT TDOMCATTTOR
Account Name:	Creative Wealth Media Finance Corp.
USD Account #:	7301467
Office Address:	151 Bloor Street West Suite 700, Toronto, Ontario M5S 1S4 Tel: 416-410-6423

Intentionally Left Blank

THIS IS **EXHIBIT "B"** REFERRED TO IN

THE AFFIDAVIT OF SIMON MISSELBROOK

AFFIRMED BEFORE ME ON NOVEMBER 1, 2023

DocuSigned by:

Samuel Mosonyi

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A Commissioner, Notary, Etc.

SAMUEL MOSONYI

CREATIVE WEALTH MEDIA FINANCE CORP.
PARTICIPATION AGREEMENT

AGREEMENT made this 23 day of February, 2022 (the "**Effective Date**") by and between **CREATIVE WEALTH MEDIA FINANCE CORP.**, a Canadian corporation, provincially registered in the Province of Ontario with its office at 151 Bloor Street West, Suite 700, Toronto, Ontario M5S 1S4 (hereinafter referred to as the "**Lender**") and Desert Media Partners LLC (hereinafter referred to as the "**Participant**").

WHEREAS:

A. Lender has entered into a term sheet agreement attached hereto as Schedule "A" (the "**Term Sheet**") with National Anthem Holdings LLC and National Anthem ProdCo (hereinafter collectively referred to as the **"Borrower"** in respect to Motion Picture production entitled "National Anthem" (hereinafter, such initial production is collectively referred to as "**Picture 1**"), a true copy of said Term Sheet having been delivered to Participant, and Participant having independently reviewed and approved same;

B. Pursuant to the terms of the Term Sheet, (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments, hereinafter collectively referred to as the "**Financing Agreements**"), Lender has entered and/or will enter into certain financing arrangements and has extended and/or will extend from time to time loans, advances, equity investments and other financial accommodations to the Borrower (the "**Advances**"), upon certain collateral security including the present and future accounts of the Borrower (the "**Collateral**"); and

C. Participant wishes to acquire from the Lender, upon the terms and conditions hereinafter set forth, an undivided fractional interest in all present and future Advances by Lender, and to the extent necessary to repay the Participation (as hereinafter defined), an undivided fractional interest in the Collateral.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto agree as follows:

1. (a) Lender hereby sells to the Participant and the Participant hereby agrees to purchase from the Lender an undivided fractional interest in all present and future Advances made by Lender (the "**Participation**"). The Participation shall be to the extent of USD$3,000,000] (29.5%) (the "**Participation Percentage**") of the Advances (hereinafter referred to as the "**Participation Advance**"). The Participation Advance will be paid by Participant to the Lender in accordance with the payment instructions attached hereto at Schedule "B".

   (b) The relationship between Lender and Participant is and shall be that of a seller and purchaser of an undivided fractional interest (i.e., an outright sale and assignment by Lender to Participant of an interest in all present and future Advances by Lender, together with the Collateral therefor), not a debtor-creditor relationship. Accordingly, Lender has not guaranteed repayment to Participant of, nor agreed to repurchase from Participant, any portion of the Participation at any time.

2. Participant agrees that Lender will retain in Lender's name, but to the extent of the Participation, on behalf of Participant, all of the obligations of the Borrower to Lender arising out of the Financing Agreements, and Lender will, in its name, collect and receive payments with respect to all present and future Advances by Lender and of any amounts paid or recovered from (a) the Borrower pursuant to the Financing Agreements, (b) any guarantor or other entity liable in respect of the obligations of the

Borrower under the Financing Agreements, or otherwise, and (c) the recovery or realization on any Collateral or other property, rights and claims in favour of Lender or which may be received by or may come into the possession of Lender; provided that any such amounts are applicable to the payment or discharge of any of the obligations of the Borrower pursuant to the Financing Agreements or otherwise (all of the foregoing being hereinafter called "**Collections**").

3. (a) Participant shall participate in the Collections and be repaid principal and interest and share in "Defined Gross Receipts" (as defined in the Term Sheet) derived from exploitation of Production 1 to the extent of its Participation.

(b) To the extent of the Participation, Lender is and shall be a trustee for Participant in administering and servicing the Financing Agreements and all rights, remedies and benefits thereunder, including making all present and future Advances, the perfection of security interests and other liens in the Collateral, receiving Collections, execution of agreements in connection therewith and the exercise of all other rights and remedies of a lender and secured party with respect thereto.

(c) Lender shall have the obligation to account to Participant for Participant's share of the Collections. All Collections and/or payments received by Lender with respect to Participant's interest in all present and future Advances by Lender, including proceeds of Collateral and claims with respect thereto, which are received by Lender shall be held in trust for Participant and deposited by Lender in one or more of its bank accounts and applied as provided herein.

4. (a) Lender's books and records showing the account between Lender and the Borrower and statements of account rendered to Participant shall be considered accurate unless objected to by Participant within sixty (60) days from their date

(b) Lender agrees to pay and otherwise account to Participant on or about fifteen (15) calendar days after Lender's actual receipt of amounts due and payable to Lender pursuant to the Financing Agreements, amounts due and payable to Participant after deducting the Commission, as such amounts are earned and paid by the Borrower to Lender, pursuant to the terms of the Financing Agreements.

5. Participant represents and warrants as follows to the Lender at the date of this Agreement and at the date the Participant provides the amount of the Participation Advance to Lender by way of certified cheque, bank draft or wire transfer or such other method of payment acceptable to Lender, or such other date and time as may be determined by Lender (hereinafter referred to as the "**Closing Date**") and acknowledges and confirms that the Lender is relying on such representations and warranties in connection with this Agreement:

(a) Participant represents and warrants that it is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and that it is entitled to receive all payments hereunder without Lender being required to deduct or withhold any amount therefrom on account of duties, taxes, levies, imports, fees, interest or penalties (each a "**Tax**" and collectively "**Taxes**"). If any deduction or withholding for Taxes is required by law or the administrative practice of any taxation authority, Canadian or otherwise, Lender shall be entitled to make such deduction or withholding from any payment hereunder and to pay the full amount so deducted or withheld to the relevant taxation authority in accordance with applicable law. Participant shall notify Lender immediately if any Taxes are required to be deducted or withheld upon any payment to Participant hereunder and shall provide any certificates, Tax forms or other information reasonably requested by Lender in connection with the reporting or payment of any Taxes relating to this Agreement. Participant shall indemnify Lender on demand on an after-Tax basis for all losses, claims, liabilities, Taxes or expenses incurred by Lender as result of (i) any failure by the Participant to comply with any Tax reporting or payment requirements relating to this Agreement; (ii) any inaccuracy of the foregoing representation and warranty and (iii) any payment by Lender to Participant hereunder with the required deduction or withholding for Taxes.

(b) The Participation has not been made through, or as a result of, and is not being accompanied by, (i) a general solicitation, (ii) any advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or (iii) any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(c) None of the amounts that the Participant is committing to pay to the Lender are to the knowledge of the Participant, proceeds obtained or derived, directly or indirectly, as a result of illegal activities.

(d) If the Participant is an individual, he or she is of legal age and is legally competent to execute, deliver and perform his or her obligations under this Agreement. If the Participant is not an individual, (i) it has the legal capacity and competence to execute, deliver and perform its obligations under this Agreement; and (ii) the execution and delivery of and performance by the Participant of this Agreement have been authorized by all necessary corporate or other action on the part of the Participant;

(e) If the Participant is committing on its own behalf, this Agreement has been duly executed and delivered by the Participant, and constitutes a legal, valid and binding agreement of the Participant enforceable against him, her or it in accordance with its terms;

(f) The execution and delivery of and performance by the Participant of this Agreement does not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event of condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any of the terms or provisions of the Participant's constating documents or by-laws, if applicable, or any other contract, agreement, instrument, undertaking or covenant to which the Participant is a party or by which it is bound; and

(g) Participant is an "Accredited Investor" as defined in Securities and Exchange Commission (SEC) Regulation D- Rule 501.

6. Except as otherwise provided in this Section 6, Lender agrees it shall not amend, alter, modify, waive or release in any material respect, the provisions of the Term sheet related to the Interest, Maturity Date, and Lender's right to recoup the Repayment Amount without prior written consent of Participant in each instance. In the event there are other participants with Lender in respect of the arrangements between Lender and Borrower pursuant to the Financing Agreements, Lender and Participant hereby agree that, notwithstanding the immediately preceding sentence, Lender may take any of the material actions referred to in such preceding sentence, and Participant shall be bound thereby, with the consent of such Participants (including Lender as a Participant for this purpose) whose interest in the Participation Advances equal or exceed sixty-six and two-thirds percent (66 2/3%) of the total outstanding Participation Advances. Furthermore, Participant confirms and acknowledges that the Lender is relying on such agreement in connection with the execution of this Agreement.

(a) If the Participant notifies the Lender that it will not give its consent to any of the proposed amendments to be taken by the Lender that are described in this Section 6, the Lender shall have the option (exercisable upon the Lender providing the Participant with written notice within ten (10) Business Days (as defined below) of the Participant's non-consenting notice) an amount equal to ten percent (10%) compounded annually or the maximum interest rate allowable by law if said rate equals or exceeds the lawful maximum interest Rate to: (i) purchase, or cause to be purchased, the Participant's Participation hereunder within twenty (20) Business Days after the Lender notifies the Participant in writing of its intention to exercise such purchase option; (ii) terminate, upon written notice to the Participant, the Participation; and (iii) sell or grant any such Participation, or both, to another person. For greater certainty, "**Business Day**" means any day that is not a Saturday, Sunday, or a day on which banks in the state of New York or Canada are required or permitted to be closed.

(b) Any purchase or termination under Section 6(a) shall occur on a date selected by the Lender as specified in its notice as required thereby. Any such purchase shall be at a price equal to the Participation Advance for such Participation, plus accrued Interest (*i.e.,* an amount equal to ten percent (10%) compounded annually or the maximum interest rate allowable by law if said rate equals or exceeds the lawful maximum interest rate) as of the date of purchase, plus the Participant's Participation Percentage of any other monies paid by the Borrower to the Lender under the Financing Agreements and not yet distributed under the terms of this Agreement, through the date of such purchase. The applicable purchase price shall be paid on such date in immediately available funds and, concurrently therewith, the Participant shall execute and deliver to the Lender documents assigning its Participation to the Lender or to such other person as the Lender may direct.

7. Participant shall pay all stamp duty, documentation, registration, transfer or other like Taxes, if any, which may now or hereafter be imposed in connection with this Agreement or the purchase of the Participation and shall indemnify Lender on demand on an after-Tax basis against any liability resulting from any delay or failure by Participant to pay such Taxes. Participant's obligations under this Section shall survive the termination of this Agreement.

8. Participant hereby agrees that Lender shall have the right to carry out the provisions of the Financing Agreements with the Borrower, and to exercise all rights and privileges accruing to it by reason of the provisions thereof, and to enforce its rights thereunder for the joint benefit of Lender and Participant, according to its discretion and the exercise of its business judgment, in accordance with its normal operating procedures.

(a) Participant further acknowledges the risks inherent in making loans and/or equity investments in Production 1 and the related risks inherent in developing, producing, and marketing Production 1, including but not limited to the possibility of cost overruns, lower sales than anticipated and loss of financing. Lender makes no representation or warranty as to the commercial release of Production 1 or the amount of proceeds, if any, to be received from exploitation of Production 1. There is no assurance that Participant will earn a profit from or recoup its Participation. Lender agrees that it will use normal prudence and judgment in the servicing of the account and in the carrying out of the terms of the Financing Agreements. Lender shall not have any liability to Participant with respect to any action taken or omitted by Lender, its employees or agents, in connection with the Financing Agreements or for any error in judgment except for its own gross negligence or wilful misconduct. Lender does not assume, and shall not have, any responsibility or liability, express or implied, for the enforceability or collectability of the Financing Agreements, the Collateral or the condition of the Borrower or guarantors or any obligor, financial or otherwise, or the Collateral, or for the accuracy of any credit or other information furnished by the Borrower unless Lender has acted with gross negligence or wilful misconduct. Participant acknowledges that it may make its own independent investigation of the Borrower and that it will be given access to all information with respect to the Borrower and Lender that it wished to have and an opportunity to make such inquiry of the Borrower as to Borrower's condition and the arrangements between the Borrower and Lender and inquiry of Lender in connection therewith as Participant determines to be necessary or appropriate. Participant has obtained such legal and tax advice as it considers appropriate in connection with the Participation and the execution, delivery and performance by it of this Agreement and the transactions contemplated by this Agreement. The Participant is not relying on the Lender, its affiliates or counsel to any of them in this regard.

(b) The Participant acknowledges that: (A) THE PARTICIPATION ADVANCE PROVIDED TO THE LENDER PURSUANT TO THE TERMS AND CONDITIONS HEREOF IS NOT WITHOUT RISK AND THE FINANCIER MAY LOSE FINANCIER'S ENTIRE PARTICIPATION ADVANCE; (B) Lender may complete additional financings or borrowings in the future in order to develop the business of the Lender and fund its ongoing development, and such future financings may affect the Participant's rights hereunder but there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Lender may be unable to fund its ongoing development; and (C) the Lender has the right to accept or reject the Participation Advance in whole or in part. If the Participation Advance is rejected in whole or in part, all or a portion of the Participation Advance, as the case may be, will be promptly delivered to the Participant, without interest.

9. Lender agrees that at any time and from time to time during normal business hours, it will permit Participant or its agent to examine Lender's books, records and accounts relating to the Collateral and the Financing Agreements and it will upon request furnish Participant with such information requested as it may have or be reasonably able to obtain with respect to the Collateral or any other matter connected with the Financing Agreements and with copies of all papers and documents relating to the Collateral and the transactions in them and with financial statements and audit reports showing the status of the Collateral. Participant agrees that it will keep all such information confidential.

10. Lender shall not, without the prior written consent of Participant, offset any claim or demand in favour of Lender or of any other client of Lender pertaining to indebtedness or obligations of Borrower wherein Participant does not participate, against or to the detriment of Participant, Participant shall not, without the prior written consent of Lender, offset any claim or demand in favour of Participant against or to the detriment of Lender or to the detriment of any credit balances for or to the account of the Borrower. In the event of any claim or action arising out of this Agreement, both Lender and Participant agree not to deduct, counterclaim or set-off any amounts which may be owed on account of other dealings between them; and, similarly, no amounts owing under this Agreement shall be deducted counterclaimed or set-off on account of other dealings between Lender and Participant.

11. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto and shall be governed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

12. Participant shall not sell, pledge, assign, sub-participate or otherwise transfer its rights under this Participation Agreement, the Collateral, or the Collections, without the prior written consent of Lender.

13. Nothing contained herein shall confer upon Lender or Participant any interest in, or subject either of them to any liability for, or in respect of the business, assets, profits, losses or liabilities of the other, except only as to the Participation.

14. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon sending; if by overnight delivery service, one(1) day after dispatch; and if mailed by registered mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the address set forth herein; if to Lender, to the attention of:

Creative Wealth Media Finance Corp.
151 Bloor St West Suite 700, Toronto, Ontario M5S 1S4
Attention: Jason Cloth

if to Participant, to the attention of

____

15. Each of the parties hereto confirms that it has no loans or financing transactions with the Borrower, or any guarantor except those transactions which are the subject of this Agreement or have been disclosed in writing to the other party and each agrees not to enter into any financing arrangement with any of them without notifying the other party hereto. Participant shall not, and will cause its subsidiaries and affiliates not to contact, directly or indirectly, any Borrower or any guarantor, for the purpose of soliciting or taking away the financial or other services furnished by Lender to the Borrower.

16. In the event Lender should at any time terminate the Financing Agreements for any reason it shall promptly notify Participant thereof and this Agreement shall automatically terminate effective upon the effective date of the termination of the Financing Agreements. In addition, Lender shall have the right to purchase the Participation for the full amount thereof, together with accrued interest and concurrently therewith terminate this Agreement effective at the end of the initial term of the Financing Agreements upon at least thirty (30) days prior written notice. Termination of the Participation Agreement shall not affect the respective rights or obligations hereunder incurred prior to the effective date of such termination including obligations to participate in post-termination Advances in the event of liquidation.

17. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Participant irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

18. Participant will execute, deliver, file and otherwise assist the Lender in filing any reports, undertakings and other documents required in connection with this Agreement.

19. The following Schedules are incorporated into and form an integral part of this Agreement, and any reference to this Agreement includes the Schedules:

SCHEDULE “A”& "B"

Term Sheet Schedule “A”
Payment Information Schedule “B”

Assignment

This Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Agreement is only transferable and/or assignable by the Lender.

Entire Agreement

This Agreement including the schedules constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Time of Essence

Time is of the essence in this Agreement.

Language of Documents

It is the express wish of the parties to this Agreement that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue Anglais.

Execution by Facsimile and Counterparts

This Agreement including the schedules may be executed in any number of counterparts (including counterparts by facsimile or electronic transmission or portable document format ["PDF"]) each of which including facsimile or electronic transmissions or PDFs when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

The parties have executed this Agreement on the dates set forth below to be effective as of the Effective Date.

CREATIVE WEALTH MEDIA FINANCE CORP.

Per: ______________________________

Name: Jason Cloth
Title: Authorized Signing Officer

Date:

PARTICIPANT

Per: ______________________________

Name: Desert Media Partners LLC
Simon Misselbrook, Manager

Date:

SCHEDULE "A"

TERM SHEET

[see attached]

SCHEDULE "B"

PAYMENT INFORMATION

The Participation Advance may be included with the executed Participation Agreement by certified cheque or bank draft payable to CREATIVE WEALTH MEDIA FINANCE CORP., 151 Bloor Street West, Suite 700, Toronto, Ontario M5S 1S4 or wired in immediately available funds to Creative Wealth Media Finance Corp. as follows:

US FUNDS:

Bank:	TD Canada Trust
Address:	2453 Yonge St., Toronto, Ontario, M4P 2H6
Transit #:	00572 ABA 000400572
Bank #:	004 SWIFT TDOMCATTTOR
Account Name:	Creative Wealth Media Finance Corp.
USD Account #:	7301467
Office Address:	151 Bloor Street West Suite 700, Toronto, Ontario M5S 1S4 Tel: 416-410-6423

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THIS IS **EXHIBIT "C"** REFERRED TO IN

THE AFFIDAVIT OF SIMON MISSELBROOK

AFFIRMED BEFORE ME ON NOVEMBER 1, 2023

DocuSigned by:

Samuel Mosonyi

F3CFB5C16A3E4A7...

A Commissioner, Notary, Etc.

SAMUEL MOSONYI

Jessica Bugden

Subject: FW: In re: BRON Media Corp., BRON Media Holdings USA Inc., BRON Media Holdings Intl. Corp et al - Court No. S-235084

From: Eric Golden <egolden@blaney.com>
Sent: Wednesday, November 1, 2023 1:00 PM
To: Dominique Michaud <dmichaud@robapp.com>
Subject: RE: In re: BRON Media Corp., BRON Media Holdings USA Inc., BRON Media Holdings Intl. Corp et al - Court No. S-235084

CAUTION: External e-mail.

I cannot answer that.

In the process of determining whether Blaneys will be retained for the Nov motion. If it is, then I will review the Bron and GT material, and advise you of what CWMF position is re Playground CAMA if I can determine that.

Eric Golden
Partner - Co-chair, Business Reorganization & Insolvency Group

egolden@blaney.com
Ⓣ 416-593-3927 | Ⓕ 416-596-2049

From: Dominique Michaud <dmichaud@robapp.com>
Sent: Tuesday, October 31, 2023 8:13 AM
To: Eric Golden <egolden@blaney.com>
Subject: Re: In re: BRON Media Corp., BRON Media Holdings USA Inc., BRON Media Holdings Intl. Corp et al - Court No. S-235084

Are you able to answer whether the Playground project is subject to a CAMA? I am trying to get a handle on how CWMF is set to recover on its playground project loan if the asset is sold to the creative wealth, LP entity. I reviewed the APA and did not see a CAMA as being in assumed contract like with other projects.

As an investor with creative wealth I need these answers ASAP. If you can't answer them, who should I speak with?

Sent from my iPhone

> On Oct 30, 2023, at 11:05 PM, Eric Golden <egolden@blaney.com> wrote:
>
> **CAUTION:** External e-mail.
>
> Sorry Dom. I was in examinations in Vancouver last week and just getting caught up.
>
> CWMF filed an NOI under the BIA on Friday. We are not retained on that. Until I see the NOI documents (which should be available by Wednesday), I can't answer your question.
>
> The proposal trustee is Brahm Rosen of Rosen Goldberg Inc.

Eric Golden
Partner - Co-chair, Business Reorganization & Insolvency Group
egolden@blaney.com
<image003.png>
416-593-3927 |
<image004.png>
416-596-2049

From: Dominique Michaud <dmichaud@robapp.com>
Sent: Monday, October 30, 2023 4:26 PM
To: Eric Golden <egolden@blaney.com>
Subject: RE: In re: BRON Media Corp., BRON Media Holdings USA Inc., BRON Media Holdings Intl. Corp et al - Court No. S-235084

Eric:

Can we please speak tomorrow? I need to understand your client's position on the upcoming motion. Please let me know a convenient to call you.

Dom

Dominique Michaud
Partner
T. 416.360.3795
E. dmichaud@robapp.com
ROBINS APPLEBY
BARRISTERS + SOLICITORS

From: Dominique Michaud
Sent: Wednesday, October 25, 2023 3:31 PM
To: egolden@blaney.com
Subject: FW: In re: BRON Media Corp., BRON Media Holdings USA Inc., BRON Media Holdings Intl. Corp et al - Court No. S-235084

Eric:

Could I get a few minutes of your time either tomorrow or Friday morning to discuss the upcoming sale approval motion. I want to better understand how the prospective sales impact Creative Wealth Media Finance Corp.'s ability to recover on the project loans for the Americana project (sale to Lionsgate) and the Playground project (sale to Creative Wealth LP DIP Lender).

Let me know your availability.

Dom

Dominique Michaud
Partner
T. 416.360.3795
E. dmichaud@robapp.com

ROBINS APPLEBY
BARRISTERS + SOLICITORS

From: Faheim, Monica <mfaheim@millerthomson.com>
Sent: Wednesday, October 25, 2023 12:06 AM
To: agilbert@bronstudios.com; adam@adamdavids.com; steven.thibault@bronstudios.com; Iqbal, Asim <aiqbal@millerthomson.com>; Hicks, Bryan <bjhicks@millerthomson.com>; Ward, David <dward@millerthomson.com>; Ellis, Larry <lellis@millerthomson.com>; Cressatti, Matthew <mcressatti@millerthomson.com>; cmccord@joneswalden.com; Mark.Wentzell@ca.gt.com; james.saxton@ca.gt.com; Eric.Jamieson@ca.gt.com; jbirch@cassels.com; ffinn@cassels.com; cloc.reception@ontario.ca; Steven.Groeneveld@ontario.ca; Insolvency.Unit@ontario.ca; dunnep@bennettjones.com; shakram@bennettjones.com; gruberd@bennettjones.com; fosterj@bennettjones.com; peter.rubin@blakes.com; egolden@blaney.com; ajkorn@comerica.com; jdcolvin@comerica.com; corpfinadmin@comerica.com; agarcia@animaestudios.com; suraj@maraboyinacapital.com; winecpc@gmail.com; christinehaebler@gmail.com; bpatrick@sde.bz; jburas@cbtno.com; guido@campello.com; john@raymonds.com; Johnd@daytonaauto.ca; Buddypatrick4@gmail.com; irina.race@rbc.com; dahdoot@bushgottlieb.com; dgendron@tpc.us; buddypatrick4@gmail.com; dgendron@tpc.us; Nicholas.Woodall@ubcpactra.ca; gpontius@dga.org; Mholmes@filmfinances.ca; sandy@schmidtfinancial.com; john.salmas@dentons.com; Jordan.schultz@dentons.com; dstaber@akingump.com; rschwill@dwpv.com; tparker@goodmans.ca; pjervis@rochongenova.com; pmann@rochongenova.com; chris@ccmuth.com; RTaylor@cmblaw.ca; DThomas@cmblaw.ca; jbuhlman@weirfoulds.com; mstatham@weirfoulds.com; pcho@weirfoulds.com; wjaskiewicz@weirfoulds.com; dennis@weilbox.com; mvanzandvoort@airdberlis.com; jsuttner@airdberlis.com; hilary@booklaw.ca; elizabeth@booklaw.ca; rachel.goldman@bracewell.com; david.shargel@bracewell.com; mark.wulfe@bracewell.com; mark.dendinger@bracewell.com; seth.ducharme@bracewell.com; ugo.campello@gmail.com; valeria.campello@gmail.com; kesaw@osler.com; Bruce.Bando@ca.gt.com; bbates@phrd.com; peter.bychawski@blakes.com; dcieloszczyk@koskieglavin.com; MCao@koskieglavin.com; Samuel Mosonyi <smosonyi@robapp.com>; Dominique Michaud <dmichaud@robapp.com>; kayleigh@booklaw.ca; jwuthmann@reconllp.com; skour@reconllp.com; Christine.Matthews@justice.gc.ca; Marina.Karpova@justice.gc.ca; dsischy@groiaco.com; djmiller@tgf.ca; dboere@farris.com; tjeffries@farris.com; lferguson@farris.com; claire.hildebrand@blakes.com; AGLSBRevTaxInsolvency@gov.bc.ca; blaborie@bridgehouselaw.ca; cfell@reconllp.com; sparsons@reconllp.com; lgraham@orrtaylor.com; zlevy@orrtaylor.com; aallison@orrtaylor.com; Bradley.helms@lw.com; meyerk@bennettjones.com; selnesm@bennettjones.com; guy.sheppard@onehw.co.uk; christian@headline-pictures.com; kristina@causewayfilms.com.au; John.Rogovin@warnerbros.com; bires@a24films.com; richard.mcconnell@cwmedialending.com; robert.harris@natgeo.com; svolpone@subnation.gg; chrisc@annapurnapics.com; jbecker@wbac.com; ewaller@meplaw.ca; notice@ouralchemy.com; ken.faier@epicstorymedia.com; gary@marenziassociates.com; riachetta@soilcan.com; ashleylent@gmail.com; dc@mad-solar.com; amilchan@emjag.ne; abra@nowwith.com; IntlTVFinance@endeavorcontent.com; tevans@endeavorcontent.com; NDixon-Gibson@endeavorcontent.com; scott.french@lw.com; info@littlelambfilms.com; office@slosslaw.com; meisner@eisnerlaw.com; JDStern@endgameent.com; accounting@endgameent.com; mattg@film-

45.com; cynthia@sierra-affinity.com; legal@epicgames.com; ajayp@amazon.com; spe_can_privacy@spe.sony.com
Cc: McLaren, Maureen <mmclaren@millerthomson.com>
Subject: In re: BRON Media Corp., BRON Media Holdings USA Inc., BRON Media Holdings Intl. Corp et al - Court No. S-235084

CAUTION: External e-mail.

Dear Service List:

On behalf of the Petitioners in the above-noted matter, please be advised that an application is scheduled to be heard on **Tuesday November 7, 2023 at 9:45 a.m. (PST)** before the Honourable Justice Gomery in the Supreme Court of British Columbia at 800 Smithe Street, Vancouver, British Columbia (the "**Court**").

In connection with this application, please find attached for service the following materials, which will be submitted for filing with the Court:

1. Notice of Application
2. Fifth Affidavit of Aaron Gilbert sworn October 24, 2023
3. Draft Orders:
    a. Approval and Vesting Order
        i. Blackline of Approval and Vesting Order against Model Approval and Vesting Order
    b. Assignment Order
    c. Second Amended and Restated Initial Order ("**Second ARIO**")
        i. Blackline of Second ARIO against Amended and Restated Initial Order of Justice Gomery made July 28, 2023
    d. Americana Transaction Approval Order
    e. Sealing Order

A filed copy of the materials will be circulated once available. <u>We will advise the Service List as soon as we receive details from the Court regarding virtual attendance of the application by Microsoft Teams</u>.

Thank you,
Monica

MONICA FAHEIM
Associate

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto, Ontario | M5H 3S1
T +1 416.597.6087
mfaheim@millerthomson.com
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