No. S235084
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

RESPONDING APPLICATION RECORD
(Amended and Restated Initial Order & Sale and Investment Solicitation Process Order)

Philip Cho and Wojtek Jaskiewicz,
counsel for Premium Properties Limited

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
TD Bank Tower
P.O. Box 35
Toronto, ON M5K 1B7

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PETITIONERS

INDEX

This is the 1ST affidavit of
Mickey Winberg in this case and was
made on July 27, 2023

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PETITIONERS

AFFIDAVIT OF MILTON WINBERG

I, **Milton Winberg**, of the City of Toronto, Ontario, SWEAR THAT:

1. I am the President of Premium Properties Limited ("**Premium Properties**"), and as such I have personal knowledge of the matters deposed to in the affidavit.

2. Premium Properties, along with related entities (collectively referred to as "**Premium**"), are Plaintiffs in thirteen actions commenced in the Ontario Superior Court of Justice. The Defendants in these actions include Creative Wealth Media Finance Corp. ("**Creative**

Wealth"), Jason Cloth, Bron Studios USA, Inc., Aaron Gilbert, and various production and holding companies that are among the Petitioners and Non-Petitioner Entities in these proceedings.

3. The thirteen actions arise from loans that Premium made for films produced by Bron entities. The structures of these loans are very similar. Premium entered into a Term Sheet and Participation Agreement with Creative Wealth pursuant to which Premium provided money to Creative Wealth which was then to be loaned by Creative Wealth to the production company for the film. Under the express terms of the Participation Agreement, Creative Wealth was the trustee for Premium responsible for securing the loan in first position.

4. Attached as **Exhibit "A"** are the Term Sheet between Creative Wealth and Henchmen Productions Inc. and the Participation Agreement, which includes the Management Services Agreement, and the Loan Agreement for the film Henchmen, entered into between Creative Wealth and Corinthian Enterprises Inc., one of the plaintiffs in the Henchmen action which is one of the thirteen actions described above. Paragraph 3(b) of the Participation Agreement explicitly provides that the Senior Lender, Creative Wealth, is a trustee for the Financier, Corinthian Enterprises Inc. in this case, as follows:

> To the extent of the Participation, Senior Lender [Creative Wealth] is and shall be a trustee for Financier [Corinthian Enterprises Inc.] in administering and servicing the Financing Agreements and all rights, remedies and benefits thereunder, including making the 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.

5. Attached as **Exhibit "B"** are the Term Sheet between Creative Wealth and Erostratus, LLC, and the Participation Agreement, which includes the Term Sheet, for the film Assassination Nation entered into between Creative Wealth and Premium Properties, one of the

plaintiffs in the Assassination Nation action which is one of the thirteen actions described above. Paragraph 3(b) of the Participation Agreement also explicitly provides that the Senior Lender, Creative Wealth, is a trustee for the Financier, Premium Properties, in this case.

6. Exhibits "A" and "B" are typical of the documents for the loans made by Premium with some exceptions.

7. The total amount owing to Premium for the loans that are the subject of the thirteen actions is approximately $125,000,000 CDN, inclusive of interest.

8. I make this affidavit to oppose Creative Wealth or any related company being permitted to bid on the assets of the Bron Group and Non-Petitioning Entities in the SISP.

SWORN BEFORE ME via video-conference)
with the deponent in the City of Toronto,)
Ontario, and the Commissioner in Town of)
Markstay-Warren, in the Province of Ontario)
on July 27, 2023)
)

DocuSigned by:
Nicole Dunford
67D39CE6403541D...

NICOLE DUNFORD
A Commissioner for taking Affidavits

DocuSigned by:
Milton Winberg
43A1B390F3BC4AD...

MILTON WINBERG

Nicole Dunford, a Commissioner, etc.,
Province of Ontario, for WeirFoulds LLP,
Barristers and Solicitors.
Expires February 7, 2026.

This is **Exhibit "A"** referred to in the Affidavit of Milton Winberg, sworn by Milton Winberg of the City of Toronto, in the Province of Ontario, before me at the Town of Markstay-Warren, in the Province of Ontario, on July 27, 2023, in accordance with O.Reg 431/20, Administering Oath or Declaration Remotely

DocuSigned by:
Nicole Dunford
67D39CE6403541D...

Nicole Dunford

Nicole Dunford, a Commissioner, etc.,
Province of Ontario, for WeirFoulds LLP,
Barristers and Solicitors.
Expires February 7, 2026.

TERM SHEET
FINANCING FOR MOTION PICTURE PROJECT ENTITLED
"HENCHMEN" (the **"Picture"**)

Lender:	Creative Wealth Media Finance Corp. (the "**Lender**")
Borrower:	Henchmen Productions Inc. (the "**Borrower**"), a British Columbia company, wishes to obtain financing from Lender in connection with the production of the Picture in accordance with the Picture specifications attached hereto at Schedule "A".
Copyright Owner:	The ownership of the copyright in the Picture (including the copyright in the Approved Screenplay (as defined in Schedule "A") and all subsidiary and derivative production rights therein shall be owned by Borrower.
Completion Guarantor:	Film Finances Canada Ltd. (the "**Completion Guarantor**") will be the completion guarantor for the Picture and Lender and Completion Guarantor will enter into an industry standard Completion Guaranty in a form approved by Lender.
Gap Loan:	Subject to satisfaction of the Picture Specifications set forth in Schedule "A" which can be (i.e., are capable of being) satisfied prior to commencement of principal photography of the Picture and ssubject to satisfaction of all Conditions Precedent (defined herein) and such other conditions precedent as set forth in the loan and security agreement ("**Loan Agreement**") between Lender and Borrower in respect of the Picture, Lender will advance a "gap loan" in the total amount of CDN$7,535,000.00 (the "**Gap Loan**"). The Gap Loan is inclusive of the Loan Facilitation Fee and Legal Fees (defined below).
Interest:	The Gap Loan will bear an annual interest at a rate of 14% until the Maturity Date (as defined below) and 17% thereafter. The interest on the Gap Loan shall accrue from the date of the initial disbursement of the Gap Loan to Borrower. Regardless of whether the Gap Loan is repaid to Lender prior to the date that is 12 months after the initial disbursement in respect of the Gap Loan, Lender shall be entitled to receive an amount equal to no less than 12 months of interest on the full amount of the Gap Loan calculated at the rate of 14% per annum.
Maturity:	The Gap Loan shall have a maturity date that is 24 months from initial disbursement of the Gap Loan (the "**Gap Loan Maturity Date**").
Gap Loan Facilitation Fee	Lender will charge to Borrower and Borrower shall pay, upon the initial disbursement of the Gap Loan, a loan facilitation fee equal to CDN$1,035,000, (the "**Gap Loan Facilitation Fee**") to pay the costs and expenses of Lender in connection with the Loan Agreement and related transaction documents including any legal fees incurred by

	Lender's counsel in connection with the Loan Agreement and related transaction documents ("**Legal Fees**") as well as an interest reserve, but does not include any administrative fees, interest and other charges should the Gap Loan go into default. Lender will be entitled to deduct the Gap Loan Facilitation Fee from the proceeds of the initial disbursement of the Gap Loan.
Escrow, Availability and Closing:	If agreed by the parties pursuant to the Loan Agreement and subject to execution of an escrow agreement between Lender, Completion Guarantor and Borrower, the Gap Loan shall be advanced into a segregated escrow account ("**Escrow Account**") held by the Completion Guarantor pursuant to an escrow agreement between Lender, Borrower and Completion Guarantor ("**Escrow Agreement**") upon execution of the Financing Documents (defined below) and not released to the Borrower until satisfaction of all the Conditions Precedent hereunder and as set forth in the Escrow Agreement. Advances payable by Lender in respect of the Gap Loan shall be made based on a cash flow schedule pre-approved in writing by Lender, Completion Guarantor and Borrower. Any approved pre-production financing advanced by Lender, if any, shall be credited against Lender's advance of the Gap Loan into the Escrow Account**.**
Tax Credit Financier Loan:	In order fully to finance the Approved Budget and satisfy the "Strike Price" in the Completion Guaranty, Borrower shall obtain a production loan (the "**Tax Credit Financier Loan**") from Royal Bank of Canada or National Bank of Canada ("**Tax Credit Financier**") against the value of anticipated tax incentive, governmental subsidy and other "soft" monies in respect of the Picture ("**Tax Incentives**") and in any pre-sale revenues derived from exploitation of the Picture in Canada (the "**Pre-Sale Gross Receipts**"). The Tax Credit Loan shall be in an amount approved by Lender and secured to its satisfaction (e.g., letter of credit; advancing into the Escrow Account) and shall be used solely to cover the costs of the Approved Budget and satisfy the "Strike Price" under the Completion Guaranty issued by Completion Guarantor in favor of Lender.
Approved Budget:	The final locked budget for the Picture shall not exceed CDN$21,000,000 without Lender's prior written approval. The budget of the Picture, once approved by Lender and the Completion Guarantor will be the "**Approved Budget**".

Deferred Fees:	The Lender acknowledges that there are no deferrals of producer or overhead fees contemplated at this time. If however, such deferrals are required by Telefilm and/or Completion Guarantor or any other financier of the Picture, Lender shall have the benefit of, and be party to, such deferral agreement(s).
Use of Proceeds:	Proceeds of the Gap Loan, less the Gap Loan Facilitation Fee, shall be used exclusively to finance the pre-production, production, post-production, and delivery of the Picture.
Security:	The obligations of Borrower to Lender with respect to the Gap Loan described herein shall be secured in first priority position, by all of Borrower's assets, including, without limitation, Borrower's right, title and interest in or relating to the Picture, and all of Borrower's (and any affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, the completion guaranty and insurance policy issued in connection with the Picture and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage and general security agreement (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Subordination:	Notwithstanding the foregoing, Lender acknowledges and agrees that Lender shall <u>subordinate</u> its security interest in Tax Incentives and Pre-Sale Gross Receipts that are interim financed by Tax Credit Financier and required to repay to Tax Credit Financier the Tax Credit Financier Loan subject to an interparty agreement to be entered into between Lender and Tax Credit Financier dealing with priority of recoupment as set forth in the "Priority" section below.
Priority:	Lender will be entitled to recoup the Loan, plus interest and charges in **first position** from all gross receipts derived from exploitation of the Picture and ancillary rights worldwide and any "excess" tax incentives that are not required to repay the Tax Credit Financier Loan excluding only (i) the Pre-Sale Gross Receipts and (ii) the proceeds of any Tax Incentives interim financed by Tax Credit Financier in respect of the Picture that are required to repay the Tax Credit Financier Loan. Notwithstanding the foregoing, Lender agrees that Telefilm Canada will be entitled to recoup its equity investment in respect of the Picture in accordance with a recoupment schedule to be mutually agreed in writing by Lender, Borrower and Telefilm Canada.
Sales	Lender will be entitled to pre-approve in writing: a) domestic and foreign sales agents;

Agents/Distribution:	b) maximum sales agent commissions; c) maximum in marketing/sales expenses; d) domestic and foreign sales and distribution agreements.
Approvals:	Lender will have customary approval rights, which shall be outlined in the Loan Agreement and shall include, without limitation, approvals over the: 1. Approved Screenplay 2. Finance Structure 3. Budget 4. Cash Flow 5. Production and Post-Production Schedules (with key animation currently scheduled to begin in February 2014) 6. Canadian Distribution deal (Entertainment One and Elevation are hereby pre-approved) 7. International Sales Company 8. Domestic Sales Company (William Morris Endeavor is pre-approved) 9. Key Cast and Crew - the following individuals are pre-approved: (i) Dennis McNicholas, Adam Wood, David Ray –writers (ii) Adam Wood- director (iii) Aaron L. Gilbert, Luke Carroll (producers) (iv) Dina Appleton (executive producer) 10. Cast/Composer deferment agreements. 11. All contingent compensation payable to director, lead cast, other cast, writers, producers, executive producers and all other “talent” (including deferments, bonuses and participations).
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Lender (Fintage and Freeway are hereby pre-approved). Lender shall be a named party to the Collection Account Management Agreement (the “**CAMA**”) and all amounts payable to Lender hereunder will be payable to Lender in accordance the terms and instructions of the CAMA in a form to be approved in writing by Lender.
Equity:	In further consideration of Lender’s agreement to advance the Gap Loan in accordance with the terms hereof, Lender shall receive an amount equal to 30% of the Picture’s “Net Profits”, the definition of which shall be defined and approved by Lender in writing in the CAMA (such definition shall be no less favourable to Lender than the

	definition accorded to any other participant in the Picture's "Net Profits").
Financing Documents:	The following documents, and all others required by Lender at its discretion, shall constitute the "**Financing Documents**" required as conditions precedent to be satisfied (as determined by Lender in its sole discretion) prior to any advances under the Gap Loan, it being agreed that the Gap Loan shall be funded upon satisfaction of the Conditions Precedents specifically defined in the Loan Agreement: 1. Loan Agreement 2. Completion Guaranty Agreement 3. Promissory Note 4. Borrowing Certificate 5. Power of Attorney 6. Deposit Account Control Agreement (if necessary) 7. Escrow Agreement (if necessary) 8. Interparty Agreement 9. Copyright Mortgage 10. General Security Agreement 11. CAMA 12. PPSA Financing Statements 13. Subordination Agreements from any parties who have recorded liens concerning the Collateral and any applicable guilds. 14. Lab Pledgeholder Agreements 15. All other documents referred to in the Loan Agreement and any other documents as required by Lender.
Credits:	Provided Lender is not in breach of its obligations to Borrower under the Loan Agreement, Lender shall be accorded, one company credit in the form of "in association with" and (6) executive producer credits for Lender's designees which credits: (a) shall appear on screen and in the main titles of the Picture, wherever the main titles appear, in an average size of type no less favorable than the average size of type used to accord any other "Producer" or "Executive Producer" credit on the Picture; (b) shall be included in the billing block for the Picture, wherever the billing block appears including in all "paid ads" issued in connection with the Picture (except for congratulatory, nomination and award ads in which the only individual named is the recipient of the congratulations, nomination or award); (c) shall be included in paid advertisements for the Picture, ancillary products (including packaging for DVDs, soundtracks, etc.) and one-sheets, subject to customary distributor exclusions; and (d) the font size and duration and all other aspects of the foregoing credits shall be no less favorable than those provided to any other "Producer" or "Executive Producer" on the Picture.

Premieres/Festivals:	Lender shall be provided with twelve (12) invitations to the Picture's U.S. and/or Canadian premiere (at Lender's discretion) and all major film festival screenings of the Picture.
Covenants and Representations and Warranties:	a. There is no action, suit or proceeding (actual or threatened) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. b. Borrower owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. c. No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. d. The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. e. Borrower is a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Term Sheet and to grant the rights provided to Lender set forth herein and in the related Financing Documents.
Conditions Precedent	The long form Loan Agreement shall outline the complete set of conditions precedent ("**Conditions Precedent**") which shall include, but are not limited to: a. <u>Chain of Title</u>. Chain of title, including proof of payment and a legal opinion, copyright registrations, in form and substance approved by Lender in its sole discretion, for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. b. <u>Financing/ Security Documents</u>. Financing Documents and such other security documents as may be reasonably required by Lender, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender. c. <u>Corporate Documentation</u>. The articles of incorporation, shareholder agreements, resolutions and all other organizational documentation of Borrower and qualifications of Borrower qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required and a corporate legal opinion in a form satisfactory to Lender. d. <u>Key Cast and Crew Agreements</u>. All agreements for key cast, key crew (including director, director of photography, Producers, production designer, composer and editor).

	e. E&O and Production Insurance Policies. Insurance policies with endorsements in favour of Lender as an additional insured. Borrower represents and confirms that that there are no "essential elements". f. Proof of Financing. Binding financing agreement between Borrower and other financiers, in a form acceptable to Lender evidencing that the Approved Budget is fully financed and that such financing has been advanced into the Escrow Account pursuant to the Escrow Agreement. g. Finance Plan. Approved Budget and satisfaction of the "Strike Price" under the Completion Guaranty, including, without limitation, (a) Tax Credit Financier's legally binding commitment to advance the Tax Credit Financier Loan, (b) Canadian distributor's legally binding commitment to advance the amount set forth in the finance plan to be approved in writing by Lender; (c) Telefilm Canada's legally binding commitment to advance the amount set forth in the finance plan to be approved in writing by Lender, all to be used solely for the aforesaid purposes and secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Lender. h. Other Conditions. Such other conditions precedent as are customary for transactions of this nature.
28. Termination:	In the event that the Conditions Precedent are not completed to Lender's satisfaction on or before March 31, 2015, Lender shall have no obligation to Borrower hereunder and this Term Sheet will be automatically terminated and of no force or effect. In the event that Lender elects in its sole discretion to advance any amount of the Gap Loan to Borrower prior to the satisfaction of the Conditions Precedent, then such amounts will accrue interest in accordance with this Term Sheet and become immediately due and payable to Lender if this Term Sheet is terminated prior to the satisfaction of the Conditions Precedent.
29. Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. Underbudget Savings: Any savings from the Approved Budget shall be paid to Lender in proportion to its Gap Loan financing provided in respect of the Picture.
Additional Standard Terms	The Loan Agreement shall include such terms as are standard in connection with senior lender agreements in the film industry, including but not limited to: standard affirmative covenants such as ongoing financial reporting obligations of Borrower, audit rights for Lender and notice of material changes, standard negative covenants, indemnification of Lender and remedies for events of default by

	Borrower.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Term Sheet and the content of any negotiations between them, except that both parties may inform their respective advisors, regulatory authorities, counsel, lenders, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).
Governing Law:	This Term Sheet will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
Other:	All terms of this Term Sheet shall be legally binding agreements of the parties hereto.
Counterparts:	This Term Sheet may be executed in one or more counterparts and via electronic transmission, each of which shall constitute an original hereof and which together shall constitute one agreement.

Agreed and accepted on this 15[5th] day of January, 2015 to be effective as of the 22[nd] day of October, 2014.

CREATIVE WEALTH MEDIA FINANCE CORP.

By: ____________________

Henchmen Productions Inc.

By: ____________________
Name: AARON L GILBERT
Title: AUTHORIZED SIGNATORY

By: ____________________
Name: STEVEN THIBAULT
Title: AUTHORIZED SIGNATORY

Schedule "A"

Picture Specifications

The Picture shall be directed by Adam Wood ("**Director**"), shall be produced as a 3D "live action approach" animated theatrical motion picture production by Henchmen Productions Inc. ("**Producer**"), shall have a running time of not less than 90 minutes (excluding main and end titles) nor more than 120 minutes (inclusive of main and end titles), shall qualify for a MPAA rating not more restrictive than "PG-13" shall be based on and substantially conform to the approved screenplay written by Dennis McNicholas, Adam Wood and David Ray (based on the story by Jay D. Waxman) (the "**Approved Screenplay**"), subject to minor changes occasioned by the contingencies of production which do not materially alter characters or narrative, and shall be produced in accordance with the approved production budget (the "**Approved Budget**"), subject to minor variations within budget categories, and the approved production cash-flow schedule ("the "**Approved Cash Flow**") and the approved production schedule (the "**Approved Schedule**"), subject to deviations from the Approved Cash Flow and the Approved Schedule approved by Producer and Film Finances Canada Ltd. ("**Guarantor**") Producer shall obtain customary errors and omissions and general production insurance ("**Customary Insurance**").

Approved Budget

The Approved Budget shall be $21 million Canadian dollars, inclusive of all direct development and production costs, the Guarantor fee and required customary contingency and an allowance for all delivery items (including delivery items bonded by the Guarantor) (i) customarily required by U.S. "major" distributors for the domestic territory (the "**Domestic Territory**") and (ii) customarily required by first-class international sales agents who represent U.S. based producers ("**Sales Agent**") in connection with licensing theatrical motion pictures for the "**International Territory**" (i.e., the world excluding the Domestic Territory), a producer fee in the amount not to exceed the amount set forth in the Approved Budget for Producer (the "**Producer Fee**"), and the premiums for Customary Insurance. Neither Producer (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any other payment out of the Approved Budget (whether denominated a fee or overhead or otherwise). Neither Tax Credit Financier (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any payments (however denominated) out of the Approved Budget. Neither director nor any entity furnishing services or assigning rights (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to receive any payments (however denominated) out of the Approved Budget in excess of the amounts set forth in the Approve Budget. No person or entity shall be entitled to receive a producer or executive producer or similar fee out of the Approved Budget (other than the Producer Fee) without the Lender's prior written approval. The Approved Budget shall include all amounts necessary to effect delivery in accordance with the foregoing schedules (each of which shall be subject to alteration once the Domestic Distributor and the Sales Agent have been determined).

PARTICIPATION AGREEMENT

AGREEMENT made this 6th day of February by and between **CREATIVE WEALTH MEDIA FINANCE CORP.**, a Canadian corporation, provincially registered in the Province of Ontario with its office located at 455 Cochrane Drive Suite 23, Markham, Ontario L3R 9R3 (hereinafter referred to as "**Senior Lender**") and Corinthian Enterprises Inc. (hereinafter referred to as "**Financier**").

WHEREAS:

A. Henchmen Productions Inc. (hereinafter referred to as the "**Producer**") is producing and financing a feature length motion picture production tentatively entitled "Henchmen" (hereinafter referred to as the "**Picture**").

B. Pursuant to a Term Sheet Agreement between Financier and Senior Lender dated as of February 6, 2015 (the "**Financier Term Sheet**"), Financier has agreed to provide funds to Senior Lender in respect of Picture in accordance with the terms set forth in the Financier Term Sheet;

C. Senior Lender has entered or will enter into certain financing arrangements with Producer pursuant to a Master Term Sheet Agreement between Producer and Senior Lender ("**Master Term Sheet**") dated as of January 16, 2015 (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**"), a true copy of said Master Term Sheet having been delivered to Financier and Financier having independently reviewed same;

D. Pursuant to the terms of such Financing Agreements, Senior Lender has extended and/or will extend from time to time loans, advances and other financial accommodations to the Producer (the "**Advances**") upon certain collateral security including the present and future accounts of the Producer (hereinafter referred to as the "**Collateral**"); and

E. Financier wishes to acquire from Senior Lender, upon the terms and conditions hereinafter set forth, an undivided fractional interest in all present and future Advances by Senior Lender to the Producer 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, the parties hereto agree as follows:

1. (a) Senior Lender hereby agrees to sell to Financier and Financier hereby agrees to purchase from Senior Lender an undivided fractional interest in all present and future Advances made from time to time by Senior Lender to the Producer (the "**Participation**") which Participation shall be to the extent of $550,000.00(7.29%) percent of the Advances, but in no event to exceed $7,535,000.00.

   (b) The relationship between Senior Lender 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 Senior Lender to Financier of an interest in certain of the Advances, together with the Collateral therefor), not a debtor-creditor relationship.

Accordingly, Senior Lender 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 Senior Lender will retain in Senior Lender's name, but to the extent of the Participation, on behalf of Financier, all of the obligations of the Producer to Senior Lender arising out of the Financing Agreements, and Senior Lender will, in its name, collect and receive payments with respect to the Advances and of any amounts paid or recovered from (a) the Producer pursuant to the Financing Agreements, (b) any guarantor or other entity liable in respect of the obligations of the Producer under the Financing Agreements, or otherwise, and (c) the recovery or realization on any Collateral or other property, rights and claims in favour of Senior Lender or which may be received by or may come into the possession of Senior Lender; provided that any such amounts are applicable to the payment or discharge of any of the obligations of the Producer pursuant to the Financing Agreements or otherwise (all of the foregoing being hereinafter called "**Collections**").

3. (a) Financier shall participate, but only to the extent necessary to earn interest (or other compensation, if any) as provided below and to be repaid principal to the extent of its Participation, in the Collections and the Collateral.

(b) To the extent of the Participation, Senior Lender is and shall be a trustee for Financier in administering and servicing the Financing Agreements and all rights, remedies and benefits thereunder, including making the 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) All Collections and/or payments shall be deposited by Senior Lender in one or more bank accounts designated by Senior Lender and shall be held by Senior Lender. Senior Lender does not assume and shall not have any liability to Financier for the repayment of monies paid the Term Sheet by Financier to Senior Lender on account of the purchase price of the Participation or interest thereon (or other compensation, if any), but Senior Lender shall have the obligation to account to Financier for Financier's share of the Collections. All Collections received by Senior Lender with respect to Financier's interest in the Advances, including proceeds of Collateral and claims with respect thereto, which are received by Senior Lender shall be held in trust for Financier and deposited by Senior Lender in one or more of its bank accounts and applied as provided herein.

(d) In the event of liquidation or enforcement, all costs and expenses of collection of the Advances and/or disposition or realization upon the Collateral including, without limitation, legal, agent's or receiver's fees and disbursements, expenses of liquidation, salaries of Senior Lender employees involved in collecting and/or liquidating Collateral, shall be borne by Senior Lender. Furthermore, Financier recognizes that Senior Lender may make additional Advances while the account is in liquidation which shall be subject to this Agreement.

4. (a) Senior Lender's books and records showing the account between Senior Lender and the Producer and statements of account rendered to Financier shall be

considered accurate unless objected to by Financier within sixty (60) days from their date

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

5.

(a) Financier represents and warrants that it is not 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 Senior 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, Senior 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. Financier shall notify Senior Lender 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 Senior Lender in connection with the reporting or payment of any Taxes relating to this Agreement. Financier shall indemnify Senior Lender on demand on an after-Tax basis for all losses, claims, liabilities, Taxes or expenses incurred by Senior Lender 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 Senior Lender to Financier hereunder with the required deduction or withholding for Taxes.

(b) Except as otherwise provided in this Section 5(b), Senior Lender agrees that the Master Term Sheet shall not be modified, altered or amended in any material respect without the prior approval of Financier in each instance, nor will Senior Lender, without the prior approval of Financier in each instance, waive or release any material rights which it may have thereunder against the Producer, or in or to any Collateral, or in or to any material rights against any guarantor, surety or other entity in respect of the Producer's obligations. In the event there are other financiers with Senior Lender in respect of the arrangements between Senior Lender and the Producer pursuant to the Financing Agreements, Senior Lender and Financier hereby agree that, notwithstanding the immediately preceding sentence, Senior Lender may take any of the material actions referred to in such preceding sentence, and Financier shall be bound thereby, with the consent of such Financiers (including Senior Lender as a Financier for this purpose) whose interest in the Advances equal or exceed sixty-six and two-thirds percent (66 2/3%) of the total outstanding Advances.

(c) 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 Senior Lender 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 Section 4(c) and (d) shall survive the termination of this Agreement.

6. (a) Financier hereby agrees that Senior Lender shall have the right to carry out the provisions of the Financing Agreements with the Producer, 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 Senior Lender and Financier, according to its discretion and the exercise of its business judgment, in accordance with its normal operating procedures.

(b) Financier further acknowledges the 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. Senior Lender makes no representation or warranty as to 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. Senior 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. Senior Lender shall not have any liability to Financier with respect to any action taken or omitted by Senior 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. Senior 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 Producer or guarantors or any obligor, financial or otherwise, or the Collateral, or for the accuracy of any credit or other information furnished by the Producer unless Senior Lender has acted with gross negligence or wilful misconduct. Financier acknowledges that it has made its own independent investigation of the Producer and that it has had access to all information with respect to the Producer and Senior Lender that it wished to have and an opportunity to make such inquiry of the Producer as to Producer's condition and the arrangements between the Producer and Senior Lender and inquiry of Senior Lender in connection therewith as Financier determined to be necessary or appropriate. Financier has also reviewed with Financier's own tax advisor(s) and/or attorney(s), to the extent Financier considers it prudent to or relevant, the consequences of entering into the Financier Term Sheet and this Agreement and the transactions contemplated therein and is relying solely on such advisors and not on any statements or representations of Senior Lender in connection therewith.

(c) Senior Lender agrees that at any time and from time to time during normal business hours, it will permit Financier or its agent to examine Senior Lender's 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.

7. Senior Lender shall not, without the prior written consent of Financier, offset any claim or demand in favour of Senior Lender or of any other client of Senior Lender pertaining to indebtedness or obligations of Producer wherein Financier does not participate, against or to the detriment of Financier, Financier shall not, without the prior written consent of Senior Lender, offset any claim or demand in favour of Financier against or to the detriment of Senior Lender or to the detriment of any credit balances for or to the account of the Producer. In the event of any claim or action arising out of this Agreement, both Senior Lender 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 Senior Lender and Financier.

8. 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.

9. 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 Senior Lender.

10. Nothing contained herein shall confer upon Senior Lender 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.

11. 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 Senior Lender, to the attention of:

Creative Wealth Media Finance Corp.
455 Cochrane Drive
Suite 23,
Markham, Ontario L3R 9R3
Attention: Jason Cloth

if to Financier, to the attention of

Mr. Andy Pollock

Corinthian Enterprises Inc. 36 Eglinton Avenue West, 7th Floor, Toronto, Ontario M4R 1A1

Each of the parties hereto confirms that it has no loans or financing transactions with the Producer, 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 Producer or any guarantor, for the purpose of soliciting or taking away the financial or other services furnished by Senior Lender to the Producer.

12. In the event Senior Lender 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, Senior 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.

13. Financier consents to the non-exclusive jurisdiction of the Ontario Court (General Division) for all purposes in connection with this Agreement. Financier further consents that any process or notice of motion or other application to either of said Court or a Judge thereof, or any notice in connection with any proceedings hereunder, may be served inside or outside Province of Ontario by registered mail, return receipt requested, or by personal service provided a reasonable time for appearance is allowed, or in such other manner as may be permissible under the rules of said Court.

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.

Name: Jason Cloth
Title: Authorized Signing Officer

[FINANCIER]

GORINTHIAN ENTERPRISES INC.

Name: MILTON GOLDBERG
Per:
Title: PRES.

6329027

MANAGEMENT SERVICES AGREEMENT FOR MOTION PICTURE PROJECT ENTITLED "HENCHMEN" (the "Picture")

Studio:	**Henchmen Productions Inc.**. and Bron Studios USA, Inc., agree that this Management Services Agreement and all obligations hereunder shall be assigned to such SPE and the SPE shall assume all obligations hereunder. The SPE shall be a US entity engaging a B.C.-based entity(s) to provide production services.
Management Services Provider:	**Corinthian Enterprises Inc. (via Andy Pollock)**
Management Fee	A minimum of $66,000.00 as a Management Services & Executive Producers Fee shall be payable to **Corinthian Enterprises Inc.**
Completion Guarantor:	Film Finances Canada Ltd. (the "**Completion Guarantor**") will be the completion guarantor for the Picture and Lender and Completion Guarantor will enter into an industry standard Completion Guaranty in a form approved by Lender.
Maturity:	The Gap Loan shall have a maturity date that is 24 months from the initial disbursement of the Loan (the "**Maturity Date**").
Budget:	The final locked budget for the Picture shall not exceed $21,000,000 ($21 Million) without Lender's prior written approval.
Security:	The obligations of Borrower to Lender with respect to the **Loan** described herein shall be secured in first priority position, by all of Borrower's assets, including, without limitation, Borrower's right, title and interest in or relating to the Picture, and all of Borrower's (and any affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, the completion guaranty and insurance policy issued in connection with the Picture and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage, general security agreement and guarantee by Bron Studios Inc. and Bron Animation Inc. (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Subordination:	Notwithstanding the foregoing, Financier acknowledges and agrees that Financier shall subordinate its security interest in Tax Incentives and Pre-Sale Gross Receipts that are interim financed by RBC Financier and required to repay to RBC the RBC Loan subject to an

	interparty agreement to be entered into between Lender and RBC dealing with priority of recoupment as set forth in the "Priority" section below.
Priority:	Financier will be entitled to recoup the **Loan**, plus interest and charges in **first position** from all gross receipts derived from exploitation of the Picture and ancillary rights worldwide and (b) any **"excess" tax incentives that are not required to repay the RBC Loan** excluding only (i) the Pre-Sale Gross Receipts and (ii) the proceeds of any Tax Incentives interim financed by RBC in respect of the Picture that are required to repay the RBC Loan. Notwithstanding the foregoing, Lender agrees that Telefilm Canada will be entitled to recoup its equity investment in respect of the Picture in accordance with a recoupment schedule to be mutually agreed in writing by Lender, Borrower and Telefilm Canada.
Management Services & Executive Producers Duties :	Corinthian Enterprises Inc. shall provide the services of Andy Pollack, who shall be granted customary approvals, and shall have approvals over: 1. Approved Screenplay 2. Finance Structure 3. Budget 4. Cash Flow 5. Production and Post-Production Schedules (with key animation currently scheduled to begin in February 2014) 6. Canadian Distribution deal (Entertainment One and Elevation are hereby pre-approved) 7. International Sales Company 8. Domestic Sales Company (William Morris Endeavor is pre-approved) 9. Key Cast and Crew - the following individuals are pre-approved: (i) Dennis McNicholas, Adam Wood, David Ray –writers (ii) Adam Wood- director (iii) Aaron L. Gilbert (producer), Will Farrell (producer) (iv) Dina Appleton and Margot Hand – executive producers (v) Gerard Butler, Michael Cera, Kristen Wiig, Will Farrell (key cast) 10. Cast/Composer deferment agreements.

	11. All contingent compensation payable to director, lead cast, other cast, writers, producers, executive producers and all other "talent" (including deferments, bonuses and participations).
Additional Management Fee:	In further consideration for Corinthian Enterprises Inc. providing the services of Andy Pollock acting in an Executive Producer capacity, Corinthian Enterprises Inc. shall receive 7.3 percent (%) of the Picture's Adjusted Gross Receipts, the definition of which shall be defined and approved by The Studio in the CAMA. The above fees shall be paid to by Creative Wealth Media Finance Corp., who has entered into a formal financing agreement with Bron Studios USA, a non Canadian company, for services rendered through Corinthian Enterprises Inc. by Andy Pollock.
Documents:	The following documents, and all others required by Corinthian Enterprises Inc. at its discretion, shall constitute the "**Financing Documents**" required as conditions precedent to be satisfied, as determined by Corinthian Enterprises Inc. in its sole discretion; 1. Loan Agreement 2. Completion Guaranty Agreement 3. Promissory Note 4. Borrowing Certificate 5. Power of Attorney 6. Deposit Account Control Agreement 7. Escrow Agreement 8. Interparty Agreement 9. Copyright Mortgage 10. General Security Agreement 11. CAMA 12. PPSA Financing Statements 13. Subordination Agreements from any parties who have recorded liens concerning the Collateral and any applicable guilds. 14. Lab Pledgeholder Agreements 15. All other documents referred to in the Loan Agreement and any other documents as required by Lender.
Credits:	Provided Corinthian Enterprises Inc. or Andy Pollock is not in breach of its obligations under this Management Services Agreement, Corinthian Enterprises Inc. or Andy Pollock shall be accorded, **one (1) executive producer credit** and (a) shall appear on screen and in the main titles of the Picture, wherever the main titles appear, in an average size of type no less favorable than the average size of type used to accord any other "Producer" or "Executive Producer" credit on the Picture; (b) shall be included in the billing block for the Picture, wherever the billing block appears including in all "paid ads" issued in

	connection with the Picture (except for congratulatory, nomination and award ads in which the only individual named is the recipient of the congratulations, nomination or award); (c) shall be included in paid advertisements for the Picture, ancillary products (including packaging for DVDs, soundtracks, etc.) and one-sheets, subject to customary distributor exclusions; and (d) the font size and duration and all other aspects of the foregoing credits shall be no less favorable than those provided to any other "Producer" or "Executive Producer" on the Picture.
Premieres/Festivals:	Corinthian Enterprises Inc. shall be provided with two (2) invitations to the Picture's U.S. and/or Canadian premiere and all major film festival screenings of the Picture.
Covenants and Representations and Warranties:	a. There is no action, suit or proceeding (actual or threatened) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. b. Studio owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. c. No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. d. The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. e. ProdCo a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Management Services Agreement and to grant the rights provided to Financier set forth herein and in the related Financing Documents.
Conditions Precedent	The long form Loan Agreement shall outline the complete set of conditions precedent ("**Conditions Precedent**") which shall include, but are not limited to: a. <u>Chain of Title</u>. Chain of title, including proof of payment and a legal opinion, copyright registrations, in form and substance approved by Financier in its sole discretion, for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. b. <u>Financing/ Security Documents</u>. Financing Documents and such other security documents as may be reasonably required by Financier, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender.

	c. Corporate Documentation. The articles of incorporation, shareholder agreements, resolutions and all other organizational documentation of Borrower and qualifications of Borrower qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required and a corporate legal opinion in a form satisfactory to Lender. d. Key Cast and Crew Agreements. All agreements for key cast, key crew (including director, director of photography, Producers production designer, composer and editor). e. Sales Agent Agreement/Estimates. Agreements with Borrower's approved foreign and domestic sales agents, including foreign sales estimates. f. E&O and Production Insurance Policies. Insurance policies with endorsements in favour of Lender/Co-Financier as an additional insured. g. Proof of Financing. Binding financing agreement between Borrower and other financiers, in a form acceptable to Lender evidencing financing contribution to the Picture by such financiers; plus evidence of advancing into the Escrow Account pursuant to the Escrow Agreement. h. Finance Plan. Approved Budget and satisfy the "Strike Price" under the Completion Guaranty, including, without limitation, (a) RBC's legally binding commitment to advance the RBC Loan and (b) Lender's legally binding commitment to advance, both to be used solely for the aforesaid purposes and both secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Lender. i. Other Conditions. Such other conditions precedent as are customary for transactions of this nature.
Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. Underbudget Savings: Any savings from the Approved Budget shall be paid to Lender in proportion to its Gap Loan financing provided in respect of the Picture.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Management Services Agreement and the content of any negotiations between them, except that both parties may inform their respective advisors, regulatory authorities, counsel, lenders, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).

Governing Law:	This Management Services Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
Other:	All terms of this Management Services Agreement shall be legally binding agreements of the parties hereto.
Counterparts:	This Management Services Agreement may be executed in one or more counterparts and via electronic transmission, each of which shall constitute an original hereof and which together shall constitute one agreement.

Agreed and accepted as of the 6th day of February, 2015.

Creative Wealth Media Finance Corp

By:
Name: Jason M. Cloth
Title: CEO

Financier
CORINTHIAN ENTERPRISES, INC.

By: ______________________
Name: MILTON WINBERG
Title: pres.

BRON STUDIOS USA

By: ______________________
Name: Aaron L. Gilbert
Title: [illegible]

Schedule "A"

Picture Specifications

6384084

LENDING AGREEMENT
FOR MOTION PICTURE PROJECT ENTITLED
"HENCHMEN" (the "Picture")

Financier/ Lender:	Under this agreement "Lender" shall be defined as Creative Wealth Media Finance Corp. (the "**Lender**"), which will advance the investment proceeds to the Borrower on behalf of all registered "Financiers" under this agreement and attached Participation Agreement. Creative Wealth Media Finance Corp. (the "**Lender**"), on behalf of **Corinthian Enterprises Inc.** (the "**Financier**") to Creative Wealth Media Finance Corp., in the amount of $550,000.00CDN, representing a 7.29% share of the total loan amount, as described below.
Borrower:	Henchmen Productions Inc. (the "**Borrower**"), a British Columbia company, wishes to obtain financing from Lender in connection with the production of the Picture in accordance with the Picture specifications attached hereto at Schedule "A".
Copyright Owner:	The ownership of the copyright in the Picture (including the copyright in the Approved Screenplay (as defined in Schedule "A") and all subsidiary and derivative production rights therein shall be owned by Borrower.
Completion Guarantor:	Film Finances Canada Ltd. (the "**Completion Guarantor**") will be the completion guarantor for the Picture and Lender and Completion Guarantor will enter into an industry standard Completion Guaranty in a form approved by Lender.
Gap Loan:	Subject to satisfaction of the Picture Specifications set forth in Schedule "A" which can be (i.e., are capable of being) satisfied prior to commencement of principal photography of the Picture and subject to satisfaction of all Conditions Precedent (defined herein) and such other conditions precedent as set forth in the loan and security agreement ("**Loan Agreement**") between Lender and Borrower in respect of the Picture, Lender will advance a loan to the Borrower in the amount of CDN$7,535,000.00 (the "**Gap Loan**") toward the production cost of the Picture. The Gap Loan shall be grossed up by the amount of the Loan Facilitation Fee (as such terms are defined below). The Gap Loan, together with the Loan Facilitation Fee (defined below) are collectively referred to herein as the "**Loan**".
Interest:	The Gap Loan will bear an annual interest at a rate of 2% compounded annually until the Maturity Date (as defined below) and 17% compounded monthly thereafter. The interest on the Gap Loan shall accrue from the date of the initial disbursement of the Gap Loan to Borrower. Regardless of whether the Gap Loan is repaid to Lender prior to the date that is 12 months after the initial disbursement in

	respect of the Gap Loan, Lender shall be entitled to receive an amount equal to no less than 12 months of interest on the full amount of the Gap Loan calculated at the rate of 2% per annum.
Maturity:	The Gap Loan shall have a maturity date that is 24 months from the initial disbursement of the Loan (the "**Maturity Date**").
Loan Facilitation Fee	Lender will charge to Borrower and Borrower shall pay, upon the initial disbursement of the Gap Loan, a loan facilitation fee equal to One Million Canadian Dollars (CDN$1,035,000.00) (the "**Loan Facilitation Fee**") to pay the costs and expenses of Lender in connection with the Loan Agreement and related transaction documents including legal fees, but does not include any administrative fees, interest and other charges should the Gap Loan go into default. Lender will be entitled to deduct the Loan Facilitation Fee and the Legal Fees from the proceeds of the initial disbursement of the Gap Loan.
Legal Costs:	A portion of the Loan Facilitation Fee shall be used to pay Lender its legal costs incurred, in an amount equal to the lesser of (i) fees and disbursements (plus taxes) actually incurred or (ii) CDN$**40,000.00** (the "**Legal Fees**"), with respect to legal work performed by its counsel on the Loan.
Escrow, Availability and Closing:	If agreed by the parties pursuant to the Loan Agreement and subject to execution of an escrow agreement between Lender, Completion Guarantor and Borrower, the Gap Loan shall be advanced into a segregated escrow account ("**Escrow Account**") held by the Completion Guarantor pursuant to an escrow agreement between Lender, Borrower and Completion Guarantor ("**Escrow Agreement**") upon execution of the Financing Documents (defined below) and not released to the Borrower until satisfaction of all the Conditions Precedent hereunder and as set forth in the Escrow Agreement. Advances payable by Lender in respect of the Gap Loan shall be made based on a cash flow schedule pre-approved in writing by Lender, Completion Guarantor and Borrower. Any approved pre-production financing advanced by Lender shall be credited against Lender's advance of the Gap Loan into the Escrow Account.
RBC Loan:	In order fully to finance the Approved Budget and satisfy the "Strike Price" in the Completion Guaranty, Borrower shall obtain a production loan (the "**RBC Loan**") from Royal Bank of Canada ("**RBC**") against the value of anticipated tax incentive, governmental subsidy and other "soft" monies in respect of the Picture ("**Tax Incentives**") and in any pre-sale revenues derived from exploitation of the Picture in Canada (the "**Pre-Sale Gross Receipts**"). The Tax Credit Loan shall be in an amount approved by Lender and secured to its satisfaction (e.g., letter

	of credit; advancing into the Escrow Account) and shall be used solely to cover the costs of the Approved Budget and satisfy the "Strike Price" under the Completion Guaranty issued by Completion Guarantor in favor of Lender.
Budget:	The final locked budget for the Picture shall not exceed $21,000,000 ($21 Million) without Lender's prior written approval.
Use of Proceeds:	Proceeds of the Gap Loan, less the Loan Facilitation Fee shall be used exclusively to finance the pre-production, production, post-production, and delivery of the Picture.
Security:	The obligations of Borrower to Lender with respect to the **Loan** described herein shall be secured in first priority position, by all of Borrower's assets, including, without limitation, Borrower's right, title and interest in or relating to the Picture, and all of Borrower's (and any affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, the completion guaranty and insurance policy issued in connection with the Picture and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage, general security agreement and guarantee by Bron Studios Inc. and Bron Animation Inc. (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Subordination:	Notwithstanding the foregoing, Lender acknowledges and agrees that Lender shall <u>subordinate</u> its security interest in Tax Incentives and Pre-Sale Gross Receipts that are interim financed by RBC Financier and required to repay to RBC the RBC Loan subject to an interparty agreement to be entered into between Lender and RBC dealing with priority of recoupment as set forth in the "Priority" section below.
Priority:	Lender will be entitled to recoup the **Loan**, plus interest and charges in **first position** from all gross receipts derived from exploitation of the Picture and ancillary rights worldwide and (b) any **"excess" tax incentives that are not required to repay the RBC Loan** excluding only (i) the Pre-Sale Gross Receipts and (ii) the proceeds of any Tax Incentives interim financed by RBC in respect of the Picture that are required to repay the RBC Loan. Notwithstanding the foregoing, Lender agrees that Telefilm Canada will be entitled to recoup its equity investment in respect of the Picture in accordance with a recoupment schedule to be mutually agreed in writing by Lender, Borrower and Telefilm Canada.

Sales Fee Deferments:	**Foreign:** The foreign sales agent, to be mutually approved by Borrower and Lender, will be entitled to receive a maximum sales agent commission of 10% and to deduct a maximum in marketing/sales expenses of **[CDN or USD]**$100,000 from worldwide gross receipts (excluding the United States of America and Canada) of the Picture until the **Loan**, plus interest and charges are repaid to Lender in full. **USA:** The domestic sales agent, William Morris Endeavor, will be entitled to receive a maximum sales agent commission of 5% and to deduct a maximum in marketing/sales expenses of **[USD]**$10,000 from domestic gross receipts (excluding Canada) of the Picture.
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Lender (Fintage and Freeway are hereby pre-approved). Lender shall be a named party to the Collection Account Management Agreement (the "**CAMA**") and all amounts payable to Lender hereunder will be payable to Lender in accordance the terms and instructions of the CAMA in a form to be approved in writing by Lender.
Financing Documents:	The following documents, and all others required by Lender at its discretion, shall constitute the "**Financing Documents**" required as conditions precedent to be satisfied (as determined by Lender in its sole discretion) prior to any advances under the **Loan**, it being agreed that the **Loan** shall be funded upon satisfaction of the Conditions Precedents specifically defined in the Loan Agreement: 1. Loan Agreement 2. Completion Guaranty Agreement 3. Promissory Note 4. Borrowing Certificate 5. Power of Attorney 6. Deposit Account Control Agreement 7. Escrow Agreement 8. Interparty Agreement 9. Copyright Mortgage 10. General Security Agreement 11. CAMA 12. PPSA Financing Statements 13. Subordination Agreements from any parties who have recorded liens concerning the Collateral and any applicable guilds. 14. Lab Pledgeholder Agreements 15. All other documents referred to in the Loan Agreement and any other documents as required by Lender.

Covenants and Representations and Warranties:	a. There is no action, suit or proceeding (actual or threatened) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. b. Borrower owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. c. No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. d. The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. e. Borrower a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Lending Agreement and to grant the rights provided to Lender set forth herein and in the related Financing Documents.
Conditions Precedent	The long form Loan Agreement shall outline the complete set of conditions precedent ("**Conditions Precedent**") which shall include, but are not limited to: a. <u>Chain of Title</u>. Chain of title, including proof of payment and a legal opinion, copyright registrations, in form and substance approved by Lender in its sole discretion, for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. b. <u>Financing/ Security Documents</u>. Financing Documents and such other security documents as may be reasonably required by Lender, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender. c. <u>Corporate Documentation</u>. The articles of incorporation, shareholder agreements, resolutions and all other organizational documentation of Borrower and qualifications of Borrower qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required and a corporate legal opinion in a form satisfactory to Lender. d. <u>Key Cast and Crew Agreements</u>. All agreements for key cast, key crew (including director, director of photography, Producers production designer, composer and editor). e. <u>Sales Agent Agreement/Estimates</u>. Agreements with Borrower's approved foreign <u>and</u> domestic sales agents, including foreign sales estimates.

	f. E&O and Production Insurance Policies. Insurance policies with endorsements in favour of Lender/Co-Financier as an additional insured. g. Proof of Financing. Binding financing agreement between Borrower and other financiers, in a form acceptable to Lender evidencing financing contribution to the Picture by such financiers; plus evidence of advancing into the Escrow Account pursuant to the Escrow Agreement. h. Finance Plan. Approved Budget and satisfy the "Strike Price" under the Completion Guaranty, including, without limitation, (a) RBC's legally binding commitment to advance the RBC Loan and (b) Lender's legally binding commitment to advance, both to be used solely for the aforesaid purposes and both secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Lender. i. Other Conditions. Such other conditions precedent as are customary for transactions of this nature.
28. Termination:	In the event that the Conditions Precedent are not completed to Lender's satisfaction on or before April 15, 2015, Lender shall have no obligation to Borrower hereunder and this Lending Agreement will be automatically terminated and of no force or effect. In the event that Lender elects in its sole discretion to advance any amount of the Gap Loan to Borrower prior to the satisfaction of the Conditions Precedent, then such amounts will accrue interest in accordance with this Lending Agreement and become immediately due and payable to Lender if this Lending Agereement is terminated prior to the satisfaction of the Conditions Precedent.
Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. Underbudget Savings: Any savings from the Approved Budget shall be paid to Lender in proportion to its Gap Loan financing provided in respect of the Picture.
Additional Standard Terms	The Loan Agreement shall include such terms as are standard in connection with senior lender agreements in the film industry, including but not limited to: standard affirmative covenants such as ongoing financial reporting obligations of Borrower, audit rights for Lender and notice of material changes, standard negative covenants, indemnification of Lender and remedies for events of default by Borrower.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Lending Agreement and the content of any negotiations between them, except that both parties may inform their respective

	advisors, regulatory authorities, counsel, lenders, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).
Governing Law:	This Lending Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
Other:	All terms of this Lending Agreement shall be legally binding agreements of the parties hereto.
Counterparts:	This Lending Agreement may be executed in one or more counterparts and via electronic transmission, each of which shall constitute an original hereof and which together shall constitute one agreement.

Agreed and accepted as of the 6th day of February, 2015.

Creative Wealth Media Finance Corp

By:
Name: Jason M. Cloth
Title: CEO

Financier
CORINTHIAN ENTERPRISES INC
By: per
Name: MILTON WINBERG
Title: pres.

BRON STUDIOS USA

By:
Name:
Title:

Schedule "A"

Picture Specifications

This is **Exhibit "B"** referred to in the Affidavit of Milton Winberg, sworn by Milton Winberg of the City of Toronto, in the Province of Ontario, before me at the Town of Markstay-Warren, in the Province of Ontario, on July 27, 2023, in accordance with O.Reg 431/20, Administering Oath or Declaration Remotely

DocuSigned by:

Nicole Dunford

67D39CE6403541D...

Nicole Dunford

Nicole Dunford, a Commissioner, etc.,
Province of Ontario, for WeirFoulds LLP,
Barristers and Solicitors.
Expires February 7, 2026.

TERM SHEET

FINANCING FOR MOTION PICTURE PROJECT ENTITLED "ASSASSINATION NATION" ("Picture")

Effective Date:	March 2, 2017 ("**Effective Date**")
Lender:	Creative Wealth Media Finance Corp. (the "**Lender**").
Borrower:	Erostratus, LLC, a Michigan company, having an address at 4001 Division Street, Metairie LA 70002 (the "**Borrower**") wishes to obtain financing from Lender in connection with the production of the Picture entitled "Assassination Nation" in accordance with the specifications attached hereto at Schedule "A".
Service Provider:	Borrower shall engage Erostratus LA, LLC ("**Prodco**"), a Louisiana USA company, having an address at: 4001 Division Street, Metairie LA 70002 to provide production services in respect of the Picture.
Copyright Owner:	The ownership of the copyright in the Picture (including the copyright in the Approved Screenplay (as defined in Schedule "A") and all subsidiary and derivative production rights therein shall be owned by the Borrower.
Guarantor of Completion and Delivery:	Bron Studios USA Inc. (the "**Guarantor**") shall guaranty completion and delivery of the Picture to its North American distributor and its foreign sales agent and shall provide any required completion funds, including the Tax Credit Financier Loan, if required in accordance with the terms of a completion guaranty in form to be approved by Lender ("**Completion Guaranty**").
Loan:	Subject to satisfaction of the Picture Specifications set forth in Schedule "A" which are capable of being satisfied prior to commencement of principal photography of the Picture and subject to satisfaction of all Conditions Precedent (defined herein), Lender will advance a loan in the total amount of **USD$3,767,500** (the "**Loan**") which Loan will consist of the following: (i) **USD$742,500** ("**US Loan**") and (ii) **USD$3,025,000** ("**ROW Loan**"). Borrower agrees that the Loan will be used solely for production costs of the Picture. Notwithstanding the foregoing, the Loan is inclusive of the Loan Facilitation Fee (defined below).
Maturity Date:	The Loan shall have a maturity date that is 21 months from the initial disbursement of the Loan (the "**Maturity Date**").

Interest:	The Loan consists of the following amounts subject to interest, as described below, which shall accrue from the date of the initial disbursement of the Loan to Borrower: (i) the US Loan will bear an annual interest at a rate of 13% compounded annually until the date that is 18 months from the initial disbursement of the US Loan and 17% compounded annually thereafter (or in each case, the maximum interest rate allowable by law if said rate(s) equal or exceed the lawful maximum interest rate). (ii) the ROW Loan will bear an annual interest at a rate of 13% compounded annually until the date that is 18 months from the initial disbursement of the ROW Loan and 17% compounded annually thereafter (or in each case, the maximum interest rate allowable by law if said rate(s) equal or exceed the lawful maximum interest rate).
Pre-Payment Fee:	If the ROW Loan is repaid to Lender prior to the Maturity Date then Lender shall be entitled to a pre-payment fee in an amount equal to the difference between than 20% of the ROW Loan (or the maximum interest rate allowable by law if said rate equals or exceeds the lawful maximum interest rate) and the actual amount of interest paid to Lender in respect of the ROW Loan prior to the date that the ROW Loan has been repaid to Lender.
Loan Facilitation Fee:	Lender will charge to Borrower and Borrower shall pay from the proceeds of the initial disbursement of the Loan, a loan facilitation fee equal to **USD$342,500.00**, (the "**Loan Facilitation Fee**") to pay the costs and expenses of Lender in connection with the loan and security agreement ("**Loan Agreement**") between Lender and Borrower in respect of the Picture Loan Agreement and related transaction documents including any legal fees incurred by Lender's counsel in connection with the Loan Agreement and related transaction documents, but does not include any administrative fees, interest and other charges (all as set forth in the Loan Agreement) should the Loan go into default. Lender will be entitled to deduct the Loan Facilitation Fee from the proceeds of the initial disbursement of the Loan.
Favored Nations:	The parties agree that (a) if David the King, LLC ("**DTK**") receives any more favorable terms of whatsoever nature regarding its loan provided to Borrower in respect of the Picture, Lender shall automatically receive the benefit of such more favorable terms; and (b) if Lender receives any more favorable terms of whatsoever nature regarding its loan provided to Borrower in respect of the Picture than the loan provided by DTK, DTK shall automatically receive the

	benefit of such more favorable terms.
Production Account/ Availability and Closing:	Upon satisfaction of all the Conditions Precedent hereunder the Loan will be advanced in full to the Borrower to the designated production account set forth in the Loan Agreement ("**Production Account**"). Borrower will fund production of the Picture from the Production Account in accordance with a cash flow schedule pre-approved in writing by Lender and Borrower.
Tax Credit Financier Loan:	In order fully to finance the Approved Budget, Borrower shall obtain a production loan (the "**Tax Credit Financier Loan**") from Comerica or Guarantor ("**Tax Credit Financier**") against the value of anticipated tax incentive (currently estimate to be provided to Lender as soon as available), governmental subsidy and other "soft" monies in respect of the Picture including, but not limited to, the Louisiana film incentives as prescribed in Louisiana Revised Statute 47:600 and Louisiana Administrative Code 61:I, Chapter 16, Subchapter A, (collectively, the "**Tax Incentives**"). The Tax Credit Financier Loan shall be in an amount approved by Lender and documented and secured to Lender's satisfaction, with all proceeds of the Tax Credit Financier Loan to be used solely to cover the costs of the Approved Budget. It is anticipated that the Tax Credit Financier Loan will be approximately **USD$1,150,000**.
Approved Budget:	The final locked budgets for the Picture shall not exceed **USD$8,000,000.00** in without Lender's prior written approval. The budget of the Picture, once approved by Lender and Borrower will be the "**Approved Budget**".
Contingency:	Lender will require a minimum USD$400,000 contingency included in the Approved Budget to be used solely to cover the costs of the Approved Budget.
Use of Proceeds:	Proceeds of the Loan, less the Loan Facilitation Fee, shall be used exclusively to finance the pre-production, production, post-production, and delivery of the Picture.
Security:	Subject to execution of the Co-Financier Intercreditor Agreement (as defined below), each of Borrower and Prodco hereby agree that the obligations of Borrower to Lender with respect to the Loan described herein shall be secured by, and each of them hereby grant to Lender a security interest, in a first priority position (shared with DTK as contemplated in the Co-Financier Intercreditor Agreement) in and to all of Borrower's and Prodco's assets, including, without limitation, Borrower's and Prodco's respective right, title and interest in or relating to the Picture, and all of Borrower's, Prodco's (and any of

	their respective affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, any insurance policy issued in connection with the Picture, any completion funds, and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage and general security agreement (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Subordination:	Notwithstanding the foregoing, (a) Lender acknowledges and agrees that Lender shall <u>subordinate</u> its security interest to the security interest of any applicable guilds (if required by such guilds) and in Tax Incentives that are interim financed by Tax Credit Financier and required to repay to Tax Credit Financier the Tax Credit Financier Loan subject to the terms of a mutually agreeable form of intercreditor agreement to be entered into between, Lender, DTK, Borrower, Guarantor and Tax Credit Financier ("**Tax Credit Financier Intercreditor Agreement**") dealing with priority of recoupment as set forth in the "Priority" section below.
Intercreditor Agreement/Priority:	(b) Subject to: (i) the limited subordination in favor of Tax Credit Financier in respect of the Tax Credit Financier Loan and in accordance with Tax Credit Financier Intercreditor Agreement; (ii) the advance by DTK to the Production Account of an amount equal to all amounts to be advanced by Lender hereunder and (iii) execution by DTK, the Borrower, Prodco and Lender of an intercreditor agreement ("**Co-Financier Intercreditor Agreement**") in a form acceptable to Lender and DTK, the parties agree that: (i) <u>US Collateral:</u> all results and proceeds arising from or with respect to exploitation of the Collateral in the United States territory ("**US Territory**"), shall be applied and shared by Lender and DTK in first position on a *pro rata pari passu* basis until such time as the US Loan Amount and the loan amount advanced to Borrower by DTK in respect of the United States Territory (each at USD$742,500) and any applicable interest and charges thereon are fully repaid to DTK and Lender, respectively, at which time remaining proceeds will be applied and shared by Lender and DTK on a *pro rata pari passu* basis to repay outstanding indebtedness to each of the Lender

	and DTK in respect of ROW Loan and the loan amount advanced to Borrower by DTK in respect of the ROW Territory (each at USD $3,025,000) and any applicable interest and charges thereon are fully repaid to DTK and Lender, respectively, and (ii) ROW Collateral: all results and proceeds arising from or with respect to exploitation of the Collateral in the rest of the world territory, excluding the US Territory ("**ROW Territory**"), shall be applied and shared by Lender and DTK in first position on a *pro rata pari passu* basis until such time as the ROW Loan and the loan amount advanced to Borrower by DTK in respect of the ROW Territory (each at USD $3,025,000) and any applicable interest and charges thereon are fully repaid to DTK and Lender, respectively, at which time remaining proceeds will be applied and shared by Lender and DTK on a *pro rata pari passu* basis to repay outstanding indebtedness to each of the Lender and DTK in respect of US Loan and the loan amount advanced to Borrower by DTK in respect of the US Territory (each at USD$742,500) and any applicable interest and charges thereon are fully repaid to DTK and Lender, respectively.
Approvals:	Lender will have customary approval rights, which shall be outlined in the Loan Agreement and Completion Guaranty and Borrower and Guarantor agree Lender's pre-approval in writing is required for the following: 1. Approved Screenplay; 2. Finance Structure; 3. Budget; 4. Cash Flow; 5. Production and Post-Production Schedules; 6. Pre-Loan recoupment deferrals/holdbacks; 7. Verification of development costs included in the final budget (all other development costs will not be acceptable for inclusion in the budget or recoupment in the waterfall until the Loan and related fees/interest are repaid); 8. Any replacement of Odessa Young & Suki Waterhouse and the director Sam Levinson; 9. Story rights, chain of title and writer's agreements; and 10. Full insurance coverage, including Entertainment Package,

	Comprehensive General Liability and Errors & Omissions coverage, such coverage to be in force prior to closing of the Completion Guaranty. In addition, Guarantor agrees that to the extent it and/or its affiliates are entitled to exercise financial, business and creative approval rights in respect of the Picture, it will obtain Lender's prior written approval before exercising such approval rights pursuant to its agreement(s) with DTK and Foxtail Entertainment, LLC.
Borrower Undertakings:	Borrower hereby undertakes that: (a) Borrower will cast to Approved Budget and limit the cast expenses to the amounts specified in the Approved Budget; (b) all unbudgeted delivery requirements or publicity costs will become a distribution charge; (c) the music, including all worldwide clearances, will be obtained within the allowance set out in the Approved Budget; (d) Lender will bear no responsibility for legal fees (other than legal fees of its own counsel in connection with closing of the Loan transaction), interest charges, bank charges or any other such charges in excess of the amounts set out in the Approved Budget, and no such amounts may be funded or reserved in the Approved Budget, or paid in the waterfall (to be set out in the CAMA (defined below) until Lender and all financiers are repaid in full; (e) Borrower will provide Lender with progress reports and cost statements, as required by Lender; (f) Borrower will provide Lender with all information it may require as to the status of deliveries.
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Lender (Fintage and Freeway are hereby pre-approved). Lender shall be a named party to the Collection Account Management Agreement (the "**CAMA**") and all amounts payable to Lender hereunder will be payable to Lender in accordance the terms and instructions of the CAMA in a form to be approved in writing by Lender.
Net Proceeds Participation:	In further consideration of Lender's agreement to advance the Loan in accordance with the terms hereof, Lender shall receive an amount equal to **20%** of the Picture's "Net Proceeds", the definition of which shall be defined and approved by Lender in writing in the CAMA for the Picture (such definition shall be no less favorable to Lender than the definition accorded to any other participant in the Picture's "Net Proceeds").
Financing Documents:	The following documents, and all others required by Lender at its discretion, shall constitute the "**Financing Documents**" required as

	conditions precedent to be satisfied (as determined by Lender in its sole discretion) prior to any advances under the Loan, it being agreed that the Loan shall be funded upon satisfaction of the Conditions Precedents specifically defined in the Loan Agreement: 1. Loan Agreement. 2. Completion Guaranty 3. Promissory Note. 4. Borrowing Certificate. 5. Power of Attorney. 6. Escrow Agreement (if necessary). 7. Tax Credit Financier Intercreditor Agreement (which will be negotiated and executed post-closing). 8. Co-Financier Intercreditor Agreement. 9. Copyright Mortgages. 10. General Security Agreements. 11. CAMA. 12. UCC Financing Statements and authorizations. 13. Subordination Agreements from any parties who have recorded liens concerning the Collateral. 14. All other documents referred to in the Loan Agreement and any other documents as required by Lender.
Credits:	Provided Lender is not in breach of its obligations to Borrower under the Loan Agreement, Lender shall be accorded, an "In Association with" credit in first position on a single card in the main titles of the Picture and in all paid ads (subject to customary exclusions) and three (3) executive producer credits for Lender's designee which credit: (a) shall appear on screen together on a single card and in the main titles of the Picture, wherever the main titles appear, in an average size of type no less favorable than the average size of type used to accord any other "Executive Producer" credit on the Picture; (b) two (2) such executive producer credits shall be included in the billing block for the Picture, wherever the billing block appears including in all "paid ads" issued in connection with the Picture (except for congratulatory, nomination and award ads in which the only individual named is the recipient of the congratulations, nomination or award); (c) two (2) such EP credits shall be included in paid advertisements for the Picture, ancillary products (including packaging for DVDs, soundtracks, etc.) and one-sheets, subject to

	customary distributor exclusions; and (d) the font size and duration and all other aspects of the foregoing credits shall be no less favorable than those provided to any other "Executive Producer" on the Picture.
Premieres/Festivals:	Lender will be provided with six (6) invitations to each of the Picture's U.S. and/or Canadian premiere (at Lender's discretion) and all major film festival screenings of the Picture.
Covenants and Representations and Warranties:	(a) There is no action, suit or proceeding (actual or threatened to the best of Borrower's knowledge) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. (b) Borrower owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. (c) No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. (d) The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. (e) Borrower is a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Term Sheet and to grant the rights provided to Lender set forth herein and in the related Financing Documents.
Conditions Precedent:	The conditions precedent ("**Conditions Precedent**") are as follows: (a) <u>Chain of Title</u>. Chain of title, including proof of payment, copyright registrations, in form and substance approved by Lender in its sole discretion and a chain of title legal opinion from Borrower's counsel (if requested by Lender), for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. (b) <u>Financing/Security Documents</u>. Financing Documents and such other security documents as may be reasonably required by Lender, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender in form and substance approved by Lender in its sole discretion and perfected by UCC

	and/or PPSA registrations, as applicable, as evidenced by post-registration searches to Lender's satisfaction. (c) Corporate Documentation. Delivery to Lender of copies of the articles of formation, operating agreements, resolutions and all other organizational documentation of Borrower and Prodco and qualifications of Borrower and Prodco each qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required in a form satisfactory to Lender and a corporate legal opinion from Borrower's counsel (if requested by Lender). (d) Key Cast and Crew Agreements. Delivery to Lender of copies of all agreements (or confirmed and agreed to material deal terms) for key cast, key crew (including director, director of photography, Producers, production designer, composer and editor), fully executed. (e) E&O and Production Insurance Policies. Delivery to Lender of copies of insurance policies with endorsements in favour of Lender as an additional insured in form and substance approved by Lender in its sole discretion. Borrower represents and confirms that that there are no "essential elements". (f) Proof of Financing. Delivery to Lender of copies of binding financing agreements between Borrower and other financiers, in a form acceptable to Lender evidencing that the Approved Budget is fully financed and that such financing has been advanced (if and to the extent required by Lender) into the Production Account. (g) Finance Plan. Delivery to Lender of Approved Budget and, if applicable, (a) Tax Credit Financier's legally binding commitment to advance the Tax Credit Financier Loan, (b) DTK's and other financiers' legally binding commitment to advance the amounts set forth in the finance plan to be approved in writing by Lender, all to be used exclusively to fund Picture related expenses as set forth in the Approved Budget and secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Lender. (h) Other Conditions. Such other conditions precedent required by Lender and as are customary for transactions of this nature as set forth in the Loan Agreement.
Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture.

	Underbudget Savings: Any savings from the Approved Budget shall be paid to Lender in proportion to its Loan financing provided in respect of the Picture as a prepayment on the Loan. Notwithstanding the preceding, in the event of a conflict between this paragraph and the provisions of Co-Financier Intercreditor Agreement, the terms of the Co-Financier Intercreditor Agreement shall control.
Additional Standard Terms:	The Loan Agreement shall include such terms as are standard in connection with senior lender agreements in the film industry, including but not limited to: standard affirmative covenants such as ongoing financial reporting obligations of Borrower, audit rights for Lender and notice of material changes, standard negative covenants, indemnification of Lender and remedies for events of default by Borrower.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Term Sheet and the content of any negotiations between them, except that both parties may inform their respective advisors, regulatory authorities, counsel, lenders, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).
Governing Law:	This Term Sheet will be governed by the laws of the State of New York.
Other:	All terms of this Term Sheet shall be legally binding agreements of the parties hereto.
Counterparts:	This Term Sheet may be executed in one or more counterparts and via electronic transmission or electronic execution, each of which shall constitute an original hereof and which together shall constitute one agreement.

[The remainder of this page is intentionally left blank.]

Agreed and accepted and executed by the parties on this __ day of March, 2017 to be effective as of the Effective Date.

Creative Wealth Media Finance Corp.

By:
Name: Jason Cloth
Title: Authorized Signing Officer

Erostratus, LLC

By: ______________________________
Name: Steven Thibault
Title: Authorized Signing Officer
By: ______________________________
Name: Matthew Malek
Title: Authorized Signing Office

Erostratus LA, LLC

By: ______________________________
Name: Steven Thibault
Title: Authorized Signing Officer
By: ______________________________
Name: Matthew Malek
Title: Authorized Signing Office

Bron Studios USA Inc.

By:
Name: Steven Thibault
Title: AUTHORIZED SIGNATORY

By:
Name: Aaron L. Gilbert
Title: AUTHORIZED SIGNATORY

SCHEDULE "A"

Picture Specifications

"ASSASSINATION NATION"

The Picture shall be directed by Sam Levinson ("**Director**"), shall be produced as a live action theatrical motion picture production by Erostratus, LLC and Erostratus LA, LLC (collectively, "**Producer**"), shall have a running time of not less than 90 minutes (excluding main and end titles) nor more than 120 minutes (inclusive of main and end titles), shall qualify for a MPAA rating not more restrictive than "R," shall be based on and substantially conform to the approved screenplay written by Sam Levinson (the "**Approved Screenplay**"), subject to minor changes occasioned by the contingencies of production which do not materially alter characters or narrative, and shall be produced in accordance with the approved production budget (the "**Approved Budget**"), subject to minor variations within budget categories, and the approved production cash-flow schedule ("the "**Approved Cash Flow**") and the approved production schedule (the "**Approved Schedule**"), subject to deviations from the Approved Cash Flow and the Approved Schedule approved by Producer and Creative Wealth Media Finance Corp. (the "**Lender**"). Producer shall obtain customary errors and omissions and general production insurance ("**Customary Insurance**").

Approved Budget

The Approved Budget shall not exceed **USD$8,000,000** (excluding financing fees) without Lender's prior written approval. The Approved Budget shall be inclusive of all direct development and production costs, the Lender's fee and required customary contingency and an allowance for all delivery items (including delivery items bonded by the Guarantor) (i) customarily required by U.S. "major" distributors for the domestic territory (the "**Domestic Territory**"); and (ii) customarily required by first-class international sales agents who represent U.S. based producers ("**Sales Agent**") in connection with licensing theatrical motion pictures for the "International Territory" (i.e., the world excluding the Domestic Territory), a producer fee in the amount not to exceed the amount set forth in the Approved Budget for Producer (the "**Producer Fee**"), and the premiums for Customary Insurance. Neither Producer (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any other payment out of the Approved Budget (whether denominated a fee or overhead or otherwise). Neither Tax Credit Financier (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any payments (however denominated) out of the Approved Budget. Neither director nor any entity furnishing services or assigning rights (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to receive any payments (however denominated) out of the Approved Budget in excess of the amounts set forth in the Approved Budget. No person or entity shall be entitled to receive a producer or executive producer or similar fee out of the Approved Budget (other than the Producer Fee) without the Lender's prior written approval. The Approved Budget shall include all amounts necessary to effect delivery in accordance with the foregoing schedules (each of which shall be subject to alteration once the Domestic Distributor and the Sales Agent have been determined).

CREATIVE WEALTH MEDIA FINANCE CORP.
PARTICIPATION AGREEMENT

AGREEMENT made this 24th day of March 2017, by and between **CREATIVE WEALTH MEDIA FINANCE CORP.**, a Canadian corporation, provincially registered in the Province of Ontario with its office at 151 Bloor St Suite 700 Toronto Ontario M5S 1S4 (hereinafter referred to as "**Lender**") and **Premium Properties Ltd,** a Canadian Corporation, having a place of business at 36 Eglinton Ave West, 7th Floor, Toronto, Ontario M4R 1A1 (hereinafter referred to as "**Financier**").

WHEREAS:

A. Lender has entered into a term sheet agreement (hereinafter referred to as the "**Master Term Sheet**") with Erostratus LLC (hereinafter referred to as the "**Borrower**") in respect of a motion picture production entitled Assassination Nation (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**"), Lender has entered and/or will enter into certain financing arrangements and has extended and/or will extend a loan of $3,767,500.00 USD to the Borrower (hereinafter referred to as the "**Loan**"), upon certain collateral security including the present and future accounts of the Borrower (the "**Collateral**"); and

C. Pursuant and subject to the term sheet agreement, entered into between the Financier and Lender dated as of March 24, 2017 (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 Lender, upon the terms and conditions hereinafter set forth, an undivided fractional interest in the Loan, 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 Financier and the Financier hereby agrees to purchase from the Lender an undivided fractional interest in the aforementioned Loan (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 Lender to the Borrower under the Loan.

   (b) The relationship between Lender 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 Lender to Financier of an interest the Loan, together with the Collateral therefor), not a debtor-creditor relationship. Accordingly Lender 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 Lender will retain in Lender's name, but to the extent of the Participation, on behalf of Financier, 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 the Loan 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) Financier shall participate in the Collections and be repaid principal and interest 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, Lender 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 Loan, 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 Financier for Financier's share of the Collections. All Collections and/or payments received by Lender with respect to Financier's interest in the Loan, including proceeds of Collateral and claims with respect thereto, which are received by Lender shall be held in trust for Financier 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 Financier shall be considered accurate unless objected to by Financier within sixty (60) days from their date

(b) Lender agrees to pay and otherwise account to Financier on or about fifteen (15) calendar days after Lender's actual receipt of amounts due and payable to Lender pursuant to the Client Term 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 Borrower to Lender, pursuant to the terms of the Financing Agreements.

5. Financier represents and warrants as follows to the Lender at the date of this Agreement and at the date the Financier 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) Financier is not 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. Financier shall notify Lender 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 Lender in connection with the reporting or payment of any Taxes relating to this Agreement. Financier 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 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 Lender 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 Lender 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 Interest, 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 Loan. As such, Lender 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 Interest, Maturity Date, recuperation of and/or amount entitled to under the Repayment Amount. Furthermore, Financier confirms and acknowledges that the Lender 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 Lender 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 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 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 loans 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. Lender 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. 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 Financier 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. Financier acknowledges that it may make its own independent investigation of the Borrower and that it will have 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 Borrowers' condition and the arrangements between the Borrower and Lender and inquiry of Lender in connection therewith as Financier determined to be necessary or appropriate. The Financier is not relying on the Lender, its affiliates or counsel to any of them in this regard.

9. Financier represents and warrants that it is an "accredited investor" within the meaning of NI 45-106 and agrees to execute the Canadian Accredited Investor Status Certificate attached hereto at Schedule "C".

10. Lender agrees that at any time and from time to time during normal business hours, it will permit Financier 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 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.

11. Lender shall not, without the prior written consent of Financier, offset any claim or demand in favour of Lender or of any other client of Lender pertaining to indebtedness or obligations of Borrower wherein Financier does not participate, against or to the detriment of Financier, Financier shall not, without the prior written consent of Lender, offset any claim or demand in favour of Financier 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 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 Lender and Financier.

12. 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.

13. 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 Lender.

14. Nothing contained herein shall confer upon Lender 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.

15. 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 Financier, to the attention of

Mr. Andy Pollack

36 Eglinton Ave West, 7th Floor, Toronto, Ontario M4R 1A1

16. 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. Financier 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.

17. In the event Lender 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, 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.

18. 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.

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

20. 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
Schedule "C"	Canadian Accredited Investor Certificate

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 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.

Per: ______________________________

Name: Jason Cloth
Title: Authorized Signing Officer

Name: Premium Properties Ltd
Title: Authorized Signing Officer
Per:

[FINANCIER]

SCHEDULE "A"

CLIENT TERM SHEET**

TERM SHEET

FINANCING FOR MOTION PICTURE PROJECT ENTITLED "ASSASSINATION NATION" ("Picture")

Effective Date:	March 15, 2017 ("**Effective Date**")
Financier / Lender:	Under this agreement "Lender" shall be defined as Creative Wealth Media Finance Corp. (the "**Lender**"), which will advance the investment proceeds to the Borrower on behalf of all registered "Financiers" under this agreement and attached Participation Agreement. Creative Wealth Media Finance Corp. (the "**Lender**"), on behalf of **Premium Properties Ltd** (the **"Financier")** to Creative Wealth Media Finance Corp., in the amount of **\$2,040,237.50 C\$(Equiv US\$1,512,968.11)** representing a 40.16% share of the total loan amount, as described below.
Borrower:	Erostratus, LLC, a Michigan company, having an address at 4001 Division Street, Metairie LA 70002 (the "**Borrower**") wishes to obtain financing from Lender in connection with the production of the Picture entitled "Assassination Nation" in accordance with the specifications attached hereto at "Schedule A".
Service Provider:	Borrower shall engage Erostratus LA, LLC ("**Prodco**"), a Louisiana USA company, having an address at: 4001 Division Street, Metairie LA 70002 to provide production services in respect of the Picture.
Copyright Owner:	The ownership of the copyright in the Picture (including the copyright in the Approved Screenplay (as defined in **"Schedule A"**) and all subsidiary and derivative production rights therein shall be owned by the Borrower.
Guarantor of Completion and Delivery:	Bron Studios USA Inc. (the "**Guarantor**") shall guaranty completion and delivery of the Picture to its North American distributor and its foreign sales agent and shall provide any required completion funds, including the Tax Credit Financier Loan, if required in accordance with the terms of a completion guaranty in form to be approved by Lender ("**Completion Guaranty**").
Loan:	Subject to satisfaction of the Picture Specifications set forth in "Schedule A", which are capable of being satisfied prior to commencement of principal photography of the Picture and

	subject to satisfaction of all Conditions Precedent (defined herein), Lender will advance a loan in the total amount of **USD$3,767,500** (the "**Loan**") which Loan will consist of the following: (i) **USD$742,500** ("**US Loan**") and (ii) **USD$3,025,000** ("**ROW Loan**"). Borrower agrees that the Loan will be used solely for production costs of the Picture. Notwithstanding the foregoing, the Loan is inclusive of the Loan Facilitation Fee (defined below).
Maturity Date:	The Loan shall have a maturity date that is 18 months from the initial disbursement of the Loan (the "**Maturity Date**").
Interest:	The Loan consists of the following amounts subject to interest, as described below, which shall accrue from the date of the initial disbursement of the Loan to Borrower: (i) <u>the US Loan</u> will bear an annual interest at a rate of 13% compounded annually until the date that is 18 months from the initial disbursement of the US Loan and 17% compounded annually thereafter (or in each case, the maximum interest rate allowable by law if said rate(s) equal or exceed the lawful maximum interest rate). (ii) <u>the ROW Loan</u> will bear an annual interest at a rate of 13% compounded annually until the date that is 18 months from the initial disbursement of the ROW Loan and 17% compounded annually thereafter (or in each case, the maximum interest rate allowable by law if said rate(s) equal or exceed the lawful maximum interest rate).
Pre-Payment Fee:	If the ROW Loan is repaid to Financier prior to the Maturity Date then Financier shall be entitled to a pre-payment penalty in an amount equal to the difference between <u>20%</u> of the ROW Loan (or the maximum interest rate allowable by law if said rate equals or exceeds the lawful maximum interest rate) and the actual amount of interest paid to Financier in respect of the ROW Loan prior to the date that the ROW Loan has been repaid to Financier.
Loan Facilitation Fee:	Lender will charge to Borrower and Borrower shall pay from the proceeds of the initial disbursement of the Loan, a loan facilitation fee equal to **USD$342,500.00**, (the "**Loan Facilitation Fee**") to pay the costs and expenses of Lender in connection with the loan and security agreement ("**Loan Agreement**") between Lender and Borrower in respect of the Picture Loan Agreement and related transaction documents including any legal fees incurred by Lender's counsel in connection with the Loan Agreement and related transaction documents, but does not include any administrative fees, interest and other charges (all as set forth in the Loan Agreement) should the Loan go into default. Lender will be entitled to deduct the Loan Facilitation Fee from the proceeds of the initial disbursement of the Loan.

Favored Nations:	The parties agree that (a) if David the King, LLC ("**DTK**") receives any more favorable terms of whatsoever nature regarding its loan provided to Borrower in respect of the Picture, Lender shall automatically receive the benefit of such more favorable terms; and (b) if Lender receives any more favorable terms of whatsoever nature regarding its loan provided to Borrower in respect of the Picture than the loan provided by DTK, DTK shall automatically receive the benefit of such more favorable terms.
Production Account/ Availability and Closing:	Upon satisfaction of all the Conditions Precedent hereunder the Loan will be advanced in full to the Borrower to the designated production account set forth in the Loan Agreement ("**Production Account**"). Borrower will fund production of the Picture from the Production Account in accordance with a cash flow schedule pre-approved in writing by Lender and Borrower.
Tax Credit Financier Loan:	In order fully to finance the Approved Budget, Borrower shall obtain a production loan (the "**Tax Credit Financier Loan**") from Comerica or Guarantor ("**Tax Credit Financier**") against the value of anticipated tax incentive (currently estimate to be provided to Lender as soon as available), governmental subsidy and other "soft" monies in respect of the Picture including, but not limited to, the Louisiana film incentives as prescribed in Louisiana Revised Statute 47:600 and Louisiana Administrative Code 61:I, Chapter 16, Subchapter A, (collectively, the "**Tax Incentives**"). The Tax Credit Financier Loan shall be in an amount approved by Lender and documented and secured to Lender's satisfaction, with all proceeds of the Tax Credit Financier Loan to be used solely to cover the costs of the Approved Budget. It is anticipated that the Tax Credit Financier Loan will be approximately **USD$1,150,000**.
Approved Budget:	The final locked budgets for the Picture shall not exceed **USD$8,000,000.00** in without Lender's prior written approval. The budget of the Picture, once approved by Lender and Borrower will be the "**Approved Budget**".
Contingency:	Lender will require a minimum USD$400,000 contingency included in the Approved Budget to be used solely to cover the costs of the Approved Budget.
Use of Proceeds:	Proceeds of the Loan, less the Loan Facilitation Fee, shall be used exclusively to finance the pre-production, production, post-production, and delivery of the Picture.
Security:	Subject to execution of the Co-Financier Intercreditor Agreement (as defined below), each of Borrower and Prodco hereby agree that the obligations of Borrower to Lender with respect to the Loan described

	herein shall be secured by, and each of them hereby grant to Lender a security interest, in a first priority position (shared with DTK as contemplated in the Co-Financier Intercreditor Agreement) in and to all of Borrower's and Prodco's assets, including, without limitation, Borrower's and Prodco's respective right, title and interest in or relating to the Picture, and all of Borrower's, Prodco's (and any of their respective affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, any insurance policy issued in connection with the Picture, any completion funds, and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage and general security agreement (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Subordination:	Notwithstanding the foregoing, (a) Lender acknowledges and agrees that Lender shall subordinate its security interest to the security interest of any applicable guilds (if required by such guilds) and in Tax Incentives that are interim financed by Tax Credit Financier and required to repay to Tax Credit Financier the Tax Credit Financier Loan subject to the terms of a mutually agreeable form of intercreditor agreement to be entered into between, Lender, DTK, Borrower, Guarantor and Tax Credit Financier ("**Tax Credit Financier Intercreditor Agreement**") dealing with priority of recoupment as set forth in the "Priority" section below.
Intercreditor Agreement/Priority:	(b) Subject to: (i) the limited subordination in favor of Tax Credit Financier in respect of the Tax Credit Financier Loan and in accordance with Tax Credit Financier Intercreditor Agreement; (ii) the advance by DTK to the Production Account of an amount equal to all amounts to be advanced by Lender hereunder and (iii) execution by DTK, the Borrower, Prodco and Lender of an intercreditor agreement ("**Co-Financier Intercreditor Agreement**") in a form acceptable to Lender and DTK, the parties agree that: (i) US Collateral: all results and proceeds arising from or with respect to exploitation of the Collateral in the United States territory ("**US Territory**"), shall be applied and shared by Lender and DTK in first position on a *pro rata pari passu* basis until such time as the US Loan Amount and the loan amount advanced to Borrower by DTK in respect of the United States Territory (each at USD$742,500) and any

	applicable interest and charges thereon are fully repaid to DTK and Lender, respectively, at which time remaining proceeds will be applied and shared by Lender and DTK on a *pro rata pari passu* basis to repay outstanding indebtedness to each of the Lender and DTK in respect of ROW Loan and the loan amount advanced to Borrower by DTK in respect of the ROW Territory (each at USD \$3,025,000) and any applicable interest and charges thereon are fully repaid to DTK and Lender, respectively, and (ii) <u>ROW Collateral:</u> all results and proceeds arising from or with respect to exploitation of the Collateral in the rest of the world territory, excluding the US Territory ("**ROW Territory**"), shall be applied and shared by Lender and DTK in first position on a *pro rata pari passu* basis until such time as the ROW Loan and the loan amount advanced to Borrower by DTK in respect of the ROW Territory (each at USD \$3,025,000) and any applicable interest and charges thereon are fully repaid to DTK and Lender, respectively, at which time remaining proceeds will be applied and shared by Lender and DTK on a *pro rata pari passu* basis to repay outstanding indebtedness to each of the Lender and DTK in respect of US Loan and the loan amount advanced to Borrower by DTK in respect of the US Territory (each at USD\$742,500) and any applicable interest and charges thereon are fully repaid to DTK and Lender, respectively.
Approvals:	Lender will have customary approval rights, which shall be outlined in the Loan Agreement and Completion Guaranty and Borrower and Guarantor agree Lender's pre-approval in writing is required for the following: 1. Approved Screenplay; 2. Finance Structure; 3. Budget; 4. Cash Flow; 5. Production and Post-Production Schedules; 6. Pre-Loan recoupment deferrals/holdbacks; 7. Verification of development costs included in the final budget (all other development costs will not be acceptable for inclusion in the budget or recoupment in the waterfall until the Loan and related fees/interest are repaid);

	8. Any replacement of Odessa Young & Suki Waterhouse and the director Sam Levinson; 9. Story rights, chain of title and writer's agreements; and 10. Full insurance coverage, including Entertainment Package, Comprehensive General Liability and Errors & Omissions coverage, such coverage to be in force prior to closing of the Completion Guaranty. In addition, Guarantor agrees that to the extent it and/or its affiliates are entitled to exercise financial, business and creative approval rights in respect of the Picture, it will obtain Lender's prior written approval before exercising such approval rights pursuant to its agreement(s) with DTK and Foxtail Entertainment, LLC.
Borrower Undertakings:	Borrower hereby undertakes that: (a) Borrower will cast to Approved Budget and limit the cast expenses to the amounts specified in the Approved Budget; (b) all unbudgeted delivery requirements or publicity costs will become a distribution charge; (c) the music, including all worldwide clearances, will be obtained within the allowance set out in the Approved Budget; (d) Lender will bear no responsibility for legal fees (other than legal fees of its own counsel in connection with closing of the Loan transaction), interest charges, bank charges or any other such charges in excess of the amounts set out in the Approved Budget, and no such amounts may be funded or reserved in the Approved Budget, or paid in the waterfall (to be set out in the CAMA (defined below) until Lender and all financiers are repaid in full; (e) Borrower will provide Lender with progress reports and cost statements, as required by Lender; (f) Borrower will provide Lender with all information it may require as to the status of deliveries.
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Lender (Fintage and Freeway are hereby pre-approved). Lender shall be a named party to the Collection Account Management Agreement (the "**CAMA**") and all amounts payable to Lender hereunder will be payable to Lender in accordance the terms and instructions of the CAMA in a form to be approved in writing by Lender.
Net Profits Participation:	In further consideration of Financiers agreement to advance the Loan in accordance with the terms hereof, Financier shall receive an amount equal to **20%** of the Picture's "Net Profits", the definition of which shall be defined and approved by Lender in writing in the CAMA for the Picture (such definition shall be no less favorable to Lender than the definition accorded to any other participant in the Picture's "Net Profits").

Financing Documents:	The following documents, and all others required by Lender at its discretion, shall constitute the "**Financing Documents**" required as conditions precedent to be satisfied (as determined by Lender in its sole discretion) prior to any advances under the Loan, it being agreed that the Loan shall be funded upon satisfaction of the Conditions Precedents specifically defined in the Loan Agreement: 1. Loan Agreement. 2. Completion Guaranty 3. Promissory Note. 4. Borrowing Certificate. 5. Power of Attorney. 6. Escrow Agreement (if necessary). 7. Tax Credit Financier Intercreditor Agreement (which will be negotiated and executed post-closing). 8. Co-Financier Intercreditor Agreement. 9. Copyright Mortgages. 10. General Security Agreements. 11. CAMA. 12. UCC Financing Statements and authorizations. 13. Subordination Agreements from any parties who have recorded liens concerning the Collateral. 14. All other documents referred to in the Loan Agreement and any other documents as required by Lender.
Credits:	Provided Lender is not in breach of its obligations to Borrower under the Loan Agreement, Lender shall be accorded, an "In Association with" credit in first position on a single card in the main titles of the Picture and in all paid ads (subject to customary exclusions) and three (3) executive producer credits for Lender's designee which credit: (a) shall appear on screen together on a single card and in the main titles of the Picture, wherever the main titles appear, in an average size of type no less favorable than the average size of type used to accord any other "Executive Producer" credit on the Picture; (b) two (2) such executive producer credits shall be included in the billing block for the Picture, wherever the billing block appears including in all "paid ads" issued in connection with the Picture (except for congratulatory, nomination and award ads in which the only individual named is the recipient of the congratulations, nomination or award); (c) two (2) such EP credits shall be included in paid advertisements for the Picture, ancillary products (including packaging for DVDs,

	soundtracks, etc.) and one-sheets, subject to customary distributor exclusions; and (d) the font size and duration and all other aspects of the foregoing credits shall be no less favorable than those provided to any other "Executive Producer" on the Picture.
Premieres/Festivals:	Lender will be provided with six (6) invitations to each of the Picture's U.S. and/or Canadian premiere (at Lender's discretion) and all major film festival screenings of the Picture.
Covenants and Representations and Warranties:	(a) There is no action, suit or proceeding (actual or threatened to the best of Borrower's knowledge) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. (b) Borrower owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout theuniverse. (c) No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. (d) The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. (e) Borrower is a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Term Sheet and to grant the rights provided to Lender set forth herein and in the related Financing Documents.
Conditions Precedent:	The conditions precedent ("**Conditions Precedent**") are as follows: (a) <u>Chain of Title</u>. Chain of title, including proof of payment, copyright registrations, in form and substance approved by Lender in its sole discretion and a chain of title legal opinion from Borrower's counsel (if requested by Lender), for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. (b) <u>Financing/Security Documents</u>. Financing Documents and such other security documents as may be reasonably required by Lender, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender in form and substance approved by Lender in its sole discretion and perfected by UCC and/or PPSA registrations, as applicable, as evidenced by post-registration searches to Lender's satisfaction.

	(c) Corporate Documentation. Delivery to Lender of copies of the articles of formation, operating agreements, resolutions and all other organizational documentation of Borrower and Prodco and qualifications of Borrower and Prodco each qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required in a form satisfactory to Lender and a corporate legal opinion from Borrower's counsel (if requested by Lender). (d) Key Cast and Crew Agreements. Delivery to Lender of copies of all agreements (or confirmed and agreed to material deal terms) for key cast, key crew (including director, director of photography, Producers, production designer, composer and editor), fully executed. (e) E&O and Production Insurance Policies. Delivery to Lender of copies of insurance policies with endorsements in favour of Lender as an additional insured in form and substance approved by Lender in its sole discretion. Borrower represents and confirms that that there are no "essential elements". (f) Proof of Financing. Delivery to Lender of copies of binding financing agreements between Borrower and other financiers, in a form acceptable to Lender evidencing that the Approved Budget is fully financed and that such financing has been advanced (if and to the extent required by Lender) into the Production Account. (g) Finance Plan. Delivery to Lender of Approved Budget and, if applicable, (a) Tax Credit Financier's legally binding commitment to advance the Tax Credit Financier Loan, (b) DTK's and other financiers' legally binding commitment to advance the amounts set forth in the finance plan to be approved in writing by Lender, all to be used exclusively to fund Picture related expenses as set forth in the Approved Budget and secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Lender. (h) Other Conditions. Such other conditions precedent required by Lender and as are customary for transactions of this nature as set forth in the Loan Agreement.
Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. Underbudget Savings: Any savings from the Approved Budget shall be paid to Lender in proportion to its Loan financing provided in respect of the Picture as a prepayment on the Loan. Notwithstanding the preceding, in the event of a conflict between this paragraph and

	the provisions of Co-Financier Intercreditor Agreement, the terms of the Co-Financier Intercreditor Agreement shall control.
Additional Standard Terms:	The Loan Agreement shall include such terms as are standard in connection with senior lender agreements in the film industry, including but not limited to: standard affirmative covenants such as ongoing financial reporting obligations of Borrower, audit rights for Lender and notice of material changes, standard negative covenants, indemnification of Lender and remedies for events of default by Borrower.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Term Sheet and the content of any negotiations between them, except that both parties may inform their respective advisors, regulatory authorities, counsel, lenders, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).
Governing Law:	This Term Sheet will be governed by the laws of the State of New York.
Other:	All terms of this Term Sheet shall be legally binding agreements of the parties hereto.
Counterparts:	This Term Sheet may be executed in one or more counterparts and via electronic transmission or electronic execution, each of which shall constitute an original hereof and which together shall constitute one agreement.

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Agreed and accepted and executed by the parties on this 24th day of March, 2017 to be effective as of the Effective Date.

Creative Wealth Media Finance Corp.

By: Jason Cloth

Name: Jason Cloth

Title: Authorized Signing Officer

Financier

By: ______________________________

Name: Premium Properties Ltd

Title: Authorized Signing Officer

Per By: Andy Pollack

Name: ANDY POLLACK

Title: Authorized Signing Office

Picture Specifications

"ASSASSINATION NATION"

The Picture shall be directed by Sam Levinson ("**Director**"), shall be produced as a live action theatrical motion picture production by Erostratus, LLC and Erostratus LA, LLC (collectively, "**Producer**"), shall have a running time of not less than 90 minutes (excluding main and end titles) nor more than 120 minutes (inclusive of main and end titles), shall qualify for a MPAA rating not more restrictive than "R," shall be based on and substantially conform to the approved screenplay written by Sam Levinson (the "**Approved Screenplay**"), subject to minor changes occasioned by the contingencies of production which do not materially alter characters or narrative, and shall be produced in accordance with the approved production budget (the "**Approved Budget**"), subject to minor variations within budget categories, and the approved production cash-flow schedule ("the "**Approved Cash Flow**") and the approved production schedule (the "**Approved Schedule**"), subject to deviations from the Approved Cash Flow and the Approved Schedule approved by Producer and Creative Wealth Media Finance Corp. (the "**Lender**"). Producer shall obtain customary errors and omissions and general production insurance ("**Customary Insurance**").

<u>Approved Budget</u>

The Approved Budget shall not exceed **USD$8,000,000** (excluding financing fees) without Lender's prior written approval. The Approved Budget shall be inclusive of all direct development and production costs, the Lender's fee and required customary contingency and an allowance for all delivery items (including delivery items bonded by the Guarantor) (i) customarily required by U.S. "major" distributors for the domestic territory (the "**Domestic Territory**"); and (ii) customarily required by first-class international sales agents who represent U.S. based producers ("**Sales Agent**") in connection with licensing theatrical motion pictures for the "International Territory" (i.e., the world excluding the Domestic Territory), a producer fee in the amount not to exceed the amount set forth in the Approved Budget for Producer (the "**Producer Fee**"), and the premiums for Customary Insurance. Neither Producer (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any other payment out of the Approved Budget (whether denominated a fee or overhead or otherwise). Neither Tax Credit Financier (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any payments (however denominated) out of the Approved Budget. Neither director nor any entity furnishing services or assigning rights (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to receive any payments (however denominated) out of the Approved Budget in excess of the amounts set forth in the Approved Budget. No person or entity shall be entitled to receive a producer or executive producer or similar fee out of the Approved Budget (other than the Producer Fee) without the Lender's prior written approval. The Approved Budget shall include all amounts necessary to effect delivery in accordance with the foregoing schedules (each of which shall be subject to alteration once the Domestic Distributor and the Sales Agent have been determined).

Schedule "A"

List of Petitioners

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

23.	BRON Ventures 1, LLC	Delaware
24.	BRON Studios USA Developments Inc.	Nevada
25.	Bakhorma, LLC	Washington
26.	Drunk Parents, LLC	New York
27.	Fables Holdings USA, LLC	Delaware
28.	Fables Productions USA Inc	Delaware
29.	Gossamer Holdings USA, LLC	Delaware
30.	Gossamer Productions USA Inc.	Delaware
31.	Harry Haft Productions, Inc.	New York
32.	Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)	Delaware
33.	I Am Pink Productions, LLC	Delaware
34.	Lucite Desk, LLC	Delaware
35.	National Anthem Holdings, LLC (f. k. a. BCDC Holdings, LLC)	Delaware
36.	National Anthem ProdCo Inc.	New Mexico
37.	Oakland Pictures Holdings, LLC	Delaware
38.	Pathway Productions, LLC	Delaware
39.	Robin Hood Digital PC USA Inc.	Delaware
40.	Robin Hood Digital USA, LLC	Delaware
41.	Solitary Holdings USA, LLC	Delaware
42.	Surrounded Holdings USA LLC	Delaware
43.	Welcome to Me, LLC	California