IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	**Chapter 15**
Front Runner Productions, Inc.	Case No. 24-50790
Brown Amy, LLC	Case No. 24-50791
Fonzo Production Services, Inc.	Case No. 24-50792
Fonzo, LLC	Case No. 24-50794
Front Runner, LLC	Case No. 24-50795
Green Moon Inc.	Case No. 24-50796
Harmon Films, LLC	Case No. 24-50797
Harmon Monster Films, Inc.	Case No. 24-50800
Needle In A Timestack, LLC	Case No. 24-50802
Para Productions, LLC	Case No. 24-50804
Red Sea LLC	Case No. 24-50805
Red Sea Productions Inc.	Case No. 24-50806
Surrounded Productions USA Inc.	Case No. 24-50807
Tully Productions LLC	Case No. 24-50808
TWWMD Holdings LLC	Case No. 24-50809
TWWMD Productions, Inc.	Case No. 24-50810
Villains Pictures, LLC	Case No. 24-50812
Villains Production Services, Inc.	Case No. 24-50813
October Series Holdings, LLC	Case No. 24-50814
Debtors in a Foreign Proceeding.	**Joint Administration Requested.**

NOTICE OF FILING OF (I) CERTIFIED COPY OF THE SECOND AMENDED AND RESTATED INITIAL ORDER MADE AFTER APPLICATION AND (II) DECLARATION OF AARON L. GILBERT IN SUPPORT OF THE DEBTORS' CHAPTER 15 PETITIONS AND FIRST-DAY PLEADINGS IN FOREIGN PROCEEDINGS

BRON Media Corp., in its capacity as the Canadian Court-appointed and authorized foreign representative (the "Foreign Representative") for the above-captioned debtors (collectively, the "Debtors") which are the subjects of a reorganization proceeding (the "CCAA Proceeding") commenced before the Supreme Court of British Columbia (the "Canadian Court") under Canada's *Companies' Creditors Arrangement Act*, hereby files this (i) certified copy of the *Second Amended and Restated Initial Order* in the case styled *In the Matter of the Companies'*

Creditors Arrangement Act, R.S.C. 1985, c. C-36, As Amended and In the Matter of the Business Corporations Act, S.B.C. 2002, c. 57, As Amended and the Business Corporations Act, R.S.O. 1990, C. B. 16, As Amended and In the Matter of a Plan or Compromise or Arrangement of Bron Media Cop. And the Entities Listed on Schedule "A" attached hereto as **Exhibit "A"**, and (ii) *Declaration of Aaron Gilbert in Support of the Debtors' Chapter 15 Petitions and First Day Pleadings in Foreign Proceeding* attached hereto as **Exhibit "B"**.

Dated: January 24, 2024.

JONES & WALDEN LLC

/s/ Cameron M. McCord
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EXHIBIT "A"

Order Made After Application

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED
AND
IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57, AS AMENDED AND THE BUSINESS CORPORATIONS ACT, R.S.O. 1990, C. B.16, AS AMENDED
AND
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF BRON MEDIA CORP. AND THE ENTITIES LISTED AT SCHEDULE "A"
PETITIONERS

PETITIONERS

ORDER MADE AFTER APPLICATION

SECOND AMENDED AND RESTATED INITIAL ORDER

BEFORE THE HONOURABLE	)	
	)	January 17, 2024
JUSTICE GOMERY	)	

THIS APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of January, 2024 (the "**Application**"); AND ON HEARING Asim Iqbal and Bryan Hicks, counsel for the Petitioners and those other counsel listed on **Schedule "C"** hereto and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed January 10, 2024 (the "**Eighth Gilbert Affidavit**"), and the Fifth Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated January 11, 2024;

AND UPON BEING ADVISED that the secured creditors who are likely to be affected by the charges created herein were given notice; **AND** pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. The time for service of this Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.

JURISDICTION

2. The Petitioners are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. The Petitioners shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. Subject to this Order and any further Order of this Court, the Petitioners shall remain in possession and control of their current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), and continue to carry on their business (the "**Business**") in the ordinary course and in a manner consistent with the preservation of the Business and the Property. The Petitioners shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively, "**Assistants**") currently retained or employed by them, with liberty to retain such further

Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for carrying out the terms of this Order.

CASH MANAGEMENT SYSTEM

5. The Petitioners shall be entitled to continue to utilize the central cash management system currently in place as described in the First Gilbert Affidavit or, with the prior written consent of the Interim Lender (as hereinafter defined) and the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**"), and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by any of the Petitioners of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Petitioners, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan (if any) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. Subject to the terms of the DIP Term Sheet and Definitive Documents (each, as hereinafter defined), the Petitioners shall be entitled, but not required, to pay the following expenses which may have been incurred prior to the Order Date:

(a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively "**Wages**");

(b) the fees and disbursements of any Assistants retained or employed by any of the Petitioners which are related to the Restructuring (as hereinafter defined), at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioners, whenever and wherever incurred, in respect of:

(i) these proceedings or any other similar proceedings in other jurisdictions in which any of the Petitioners or any subsidiaries or affiliated companies of the Petitioners are domiciled;

(ii) any litigation in which any of the Petitioners are named as a party or are otherwise involved, whether commenced before or after the Order Date; and

(iii) any related corporate matters; and

(c) with the prior written consent of the Monitor and the Interim Lender, amounts owing for goods and services actually supplied to the Petitioners in the ordinary course of business and consistent with existing policies and procedures (including, without limitation, outstanding source deductions owing to governmental authorities).

7. Subject to the terms of the DIP Term Sheet and Definitive Documents, the Petitioners shall be entitled to operate in the ordinary course of business, including, without limitation, the production and sale, or licensing to third parties, of live-action films, series television, interactive gaming content or other live action, animation or gaming content produced by the Petitioners in the ordinary course of business. For greater certainty: (i) subject to the prior written consent of the Monitor and the Interim Lender and the terms of the DIP Term Sheet and Definitive Documents, the sale of film and television content produced in the ordinary course of business by the Petitioners, other than the Comerica Priority Collateral (as defined below), shall not require the approval of this Court for any transaction below $1,000,000 in value, provided that, if deemed advisable or desirable, the Petitioners may apply for Court approval for any such transaction; and (ii) subject to the terms of the DIP Term Sheet and Definitive Documents, the Petitioners shall seek prior Court approval for any transaction in the ordinary course of business, including, without limitation, the sale of film and television content produced in the

ordinary course, (A) in excess of $1,000,000 or (B) involving the Comerica Priority Collateral, or (C) any Property that is subject to an Encumbrance in favour of Access Road Capital LLC. Notice of at least 3 business days will be given to the Directors Guild of America, Inc., The Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West, Inc. of any sale contemplated herein and, in the event that such sale provides for any change to the normal course obligations required by the Directors Guild of America, Inc., The Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West, Inc. pursuant to their collective bargaining and related agreements, court approval of such sale shall be required.

8. Except as otherwise provided herein and subject to the terms of the DIP Term Sheet and Definitive Documents, the Petitioners shall be entitled to pay all expenses reasonably incurred by the Petitioners in carrying on the Business in the ordinary course following the Order Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services, provided that any capital expenditure exceeding $100,000 shall be approved by the Monitor;

(b) all obligations incurred by the Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Petitioners' obligations incurred prior to the Order Date); and

(c) fees and disbursements of the kind referred to in paragraph 6(b) which may be incurred after the Order Date.

9. The Petitioners are authorized to remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Petitioners in connection with the sale of goods and services by the Petitioners, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.

10. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Petitioners shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Petitioners or the making of this Order) based on the terms of existing lease arrangements or as otherwise may be negotiated between the Petitioners and the landlord from time to time ("**Rent**"), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including Order Date shall also be paid.

11. Except as specifically permitted herein and subject to the DIP Term Sheet and the Definitive Documents, the Petitioners are hereby directed, until further Order of this Court:

(a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Petitioners to any of their respective creditors as of the Order Date except as authorized by this Order;

(b) to make no payments in respect of any financing leases which create security interests;

(c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of their Property, nor become a guarantor or surety (other than in the ordinary course of the Business and with the prior written consent of the Interim Lender, where a completion guarantee or other bond is required to be posted by one or more of the Petitioners in connection with the production of an animated or live-action film, series television or other production), nor otherwise become liable in any manner with respect to any other Person or entity except as authorized by this Order;

(d) to not grant credit except in the ordinary course of the Business only to their customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Petitioners to such customers as of the Order Date; and

(e) to not incur liabilities except in the ordinary course of Business.

RESTRUCTURING

12. Subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the DIP Term Sheet or Definitive Documents, the Petitioners shall have the right to:

(a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their redundant or non-material assets and to dispose of redundant or non-material assets not exceeding $ 500,000 in any one transaction or $ 1,000,000 in the aggregate;

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and

(c) pursue all avenues of refinancing for their Business or Property, in whole or part;

all of the foregoing to permit the Petitioners to proceed with an orderly restructuring of the Business (the "**Restructuring**").

13. The Petitioners shall provide each of the relevant landlords with notice of the Petitioners' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Petitioners' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors who claim a security interest in the fixtures, such landlord and the Petitioners, or by further Order of this Court upon application by the Petitioners, the landlord or the applicable secured creditors on at least two (2) clear days' notice to the other parties. If the Petitioners disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any dispute concerning such fixtures (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Petitioners' claim to the fixtures in dispute.

14. If a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (a) during the period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours on giving the Petitioners and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the landlord shall be entitled to take possession of any such leased premises without

waiver of or prejudice to any claims the landlord may have against the Petitioners, or any other rights the landlord might have, in respect of such lease or leased premises and the landlord shall be entitled to notify the Petitioners of the basis on which it is taking possession and gain possession of and re-lease such leased premises to any third party or parties on such terms as the landlord considers advisable, provided that nothing herein shall relieve the landlord of its obligation to mitigate any damages claimed in connection therewith.

15. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronics Documents Act*, S.C. 2000, c. 5 and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, and any regulations promulgated under authority of either Act, as applicable (the "**Relevant Enactment**"), the Petitioners, in the course of these proceedings, are permitted to, and hereby shall, disclose personal information of identifiable individuals in their possession or control to stakeholders, their advisors, prospective investors, financiers, buyers or strategic partners (collectively, "**Third Parties**"), but only to the extent desirable or required to negotiate and complete the Restructuring or to prepare and implement the Plan or transactions for that purpose; provided that the Third Parties to whom such personal information is disclosed enter into confidentiality agreements with the Petitioners binding them in the same manner and to the same extent with respect to the collection, use and disclosure of that information as if they were an organization as defined under the Relevant Enactment, and limiting the use of such information to the extent desirable or required to negotiate or complete the Restructuring or to prepare and implement the Plan or transactions for that purpose, and attorning to the jurisdiction of this Court for the purposes of that agreement. Upon the completion of the use of personal information for the limited purposes set out herein, the Third Parties shall return the personal information to the Petitioners or destroy it. If the Third Parties acquire personal information as part of the Restructuring or the preparation and implementation of the Plan or transactions in furtherance thereof, such Third Parties may, subject to this paragraph and any Relevant Enactment, continue to use the personal information in a manner which is in all respects identical to the prior use thereof by the Petitioners.

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

16. Until and including March 29, 2024, or such later date as this Court may order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal (each, a "**Proceeding**") against or in respect of the Petitioners or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the prior written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. During the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the Petitioners or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the prior written consent of the Petitioners and the Monitor or leave of this Court.

18. Nothing in this Order, including paragraphs 16 and 17, shall: (i) empower the Petitioners to carry on any business which the Petitioners are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioners.

STAY IN RESPECT OF THE NON-PETITIONER ENTITIES

19. During the Stay Period, no Person shall (a) commence any Proceeding or enforcement process, (b) terminate, repudiate, make any demand, accelerate, alter, amend, declare in default,

exercise any options, rights or remedies, or (c) discontinue, fail to honour, alter, interfere with or cease to perform any obligation pursuant to or in respect of any agreement, lease, sublease license or permit with respect to which any of the Non-Petitioner Entities (as defined in the Gilbert Affidavits) listed at **Schedule "B"** hereto are a party, borrower, principal obligor or guarantor, by reason of:

(a) any of the Petitioners being insolvent, having become subject to insolvency proceedings, or having made an petition to this Court under the CCAA or the granting of this Order;

(b) any of the Petitioners being party to these proceedings or taking any steps related thereto;

(c) the stay of proceedings granted pursuant to this paragraph 19;

(d) any default or cross-default arising from the matters set out in the foregoing subparagraphs (a) to (c),

except with the prior written consent of the Petitioners and the Monitor, or with leave of this Court.

NO INTERFERENCE WITH RIGHTS

20. During the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the Petitioners, except with the prior written consent of the Petitioners and the Monitor or leave of this Court.

CONTINUATION OF SERVICES

21. During the Stay Period, all Persons having oral or written agreements with any of the Petitioners or mandates under an enactment for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefit services, accounting services, insurance, transportation, services, utility, or other services, to the Business or any of the Petitioners, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by any of the Petitioners, and that the Petitioners shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Order Date are paid by the Petitioners in accordance with normal payment practices of the Petitioners or such other practices as may be agreed upon by the supplier or service provider and the applicable Petitioners and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. Notwithstanding any provision in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Order Date, nor shall any Person be under any obligation to advance or re-advance any monies or otherwise extend any credit to the Petitioners on or after the Order Date. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against the directors or officers of any of the Petitioners with respect to any claim against the directors or officers that arose before the Order Date and that relates to any obligations of any of the Petitioners whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the

payment or performance of such obligations, until a compromise or arrangement in respect of the Petitioners, if one is filed, is sanctioned by this Court or is refused by the creditors of the Petitioners or this Court. Nothing in this Order, including in this paragraph, shall prevent the commencement of a Proceeding to preserve any claim against a director or officer of any of the Petitioners that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such Proceeding except for service of the initiating documentation on the applicable director or officer.

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

24. The Petitioners shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Petitioners after the commencement of the within proceedings, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. The directors and officers of the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of CAD **$742,000**, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 42 and 44 hereof.

26. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Petitioners' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. **Grant Thornton Limited** is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Petitioners with the powers and obligations set out in the CCAA or set forth herein, and that the Petitioners and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Petitioners pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Petitioners' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the DIP Term Sheet, the Definitive Documents and such other matters as may be relevant to the proceedings herein;

(c) assist the Petitioners, to the extent required by the Petitioners, in their dissemination, to the Interim Lender and its counsel, as and when required or permitted under the DIP Term Sheet or the Definitive Documents or as otherwise reasonably required by the Interim Lender, of financial and other information as agreed to between the Petitioners and the Interim Lender which may be used in these proceedings including reporting on a basis to be agreed with the Interim Lender;

(d) advise the Petitioners in their preparation of the Petitioners' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel as and when required under the DIP Term Sheet and the Definitive Documents or as otherwise agreed to by the Interim Lender;

(e) advise the Petitioners in their development of the Plan and any amendments to the Plan;

(f) assist the Petitioners, to the extent required by the Petitioners, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) monitor all payments, obligations and transfers as between any of the Petitioners;

(h) monitor and track the costs of these proceedings including the utilization of the proceeds of the DIP Facility (as defined below) and the incurring of the costs and liabilities that are subject to any of the Charges (as defined below) in respect of each of the Petitioners and their respective Property.

(i) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioners, to the extent that is necessary to adequately assess the Petitioners' business and financial affairs or to perform its duties arising under this Order;

(j) be at liberty to engage independent legal counsel or such other Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(k) perform such other duties as are required by this Order or by this Court from time to time.

29. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or

performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

30. Nothing herein contained shall require or allow the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Fisheries Act*, the British Columbia *Environmental Management Act*, the British Columbia *Fish Protection Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. For greater certainty, the Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. The Monitor shall provide any creditor of the Petitioners and the Interim Lender with information provided by the Petitioners in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Petitioners is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Petitioners may agree.

32. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross

negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

33. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Petitioners as part of the cost of these proceedings. The Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Petitioners on a periodic basis and, in addition, the Petitioners are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Petitioners, retainers in the amounts of $50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

34. The Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the British Columbia Supreme Court who may determine the manner in which such accounts are to be passed, including by hearing the matter on a summary basis or referring the matter to a Registrar of this Court.

ADMINISTRATION CHARGE

35. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of USD $500,000, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Petitioners' restructuring. The Administration Charge shall have the priority set out in paragraphs 42 and 44 hereof.

INTERIM FINANCING

36. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility (the "**DIP Facility**") from Creative Wealth Media Lending LP 2016 (the "**Interim**

Lender") in order to finance the continuation of the Business and preservation of the Property, all in accordance with the DIP Term Sheet and the Definitive Documents, provided that borrowings under the DIP Facility shall not exceed the aggregate principal amount of USD $6,200,000 unless permitted by further Order of this Court.

37. The DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Petitioners and the Interim Lender dated as of July 18, 2023 as amended by a first amendment dated October 17, 2023, a second amendment dated November 8, 2023, a third amendment dated November 22, 2023, a fourth amendment dated November 28, 2023, and a fifth amendment dated December 11, 2023, filed (the "**DIP Term Sheet**").

38. The Petitioners are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Petitioners are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the Interim Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

39. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property up to the maximum amount of USD $6,200,000 (plus accrued and unpaid interest, fees and expenses) to secure amounts advanced under the DIP Facility. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 42 and 44 hereof.

40. Notwithstanding any other provision of this Order:

(a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence and during the continuance of an Event of Default (as defined in the DIP Term Sheet), whether or not there is availability under the DIP Facility and notwithstanding any stay imposed under this Order: (i) without any notice to the Petitioners, the Petitioners shall have no right to receive any additional advances thereunder or other accommodation of credit from the Interim Lender except in the sole discretion of the Interim Lender; and (ii) the Interim Lender may immediately terminate the DIP Facility and demand immediate payment of all obligations owing thereunder by providing such notice and demand to the Petitioners, with a copy to the Monitor;

(c) with leave of this Court, sought on not less than three (3) business days' notice to the Petitioners and the Monitor after the occurrence and during the continuance of an Event of Default, the Interim Lender shall have the right to enforce the Interim Lender's Charge and to exercise all other rights and remedies in respect of the obligations owing under the DIP Facility and the Interim Lender's Charge; and

(d) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioners or the Property.

41. The Interim Lender, in such capacity, shall be treated as unaffected in any plan of arrangement or compromise filed by the Petitioners under the CCAA, or any proposal filed by the Petitioners under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

42. The priorities of the Administration Charge, the KERP Charge (as defined below), the Directors' Charge, the Interim Lender's Charge (collectively, the "**Charges**"), and the Comerica Security (as defined below), as among them, shall be as follows:

With respect to Property not subject to an Encumbrance (as defined below) in favour of Comerica Bank:

First - Administration Charge (to the maximum amount of USD **$500,000**);

Second - KERP Charge (to the maximum amount of USD $234,460);

Third - Interim Lender's Charge (to the maximum amount of USD $6,200,000 plus accrued and unpaid interest, fees and expenses); and

Fourth - Directors' Charge (to the maximum amount of CAD **$742,000**);

With respect to Property subject to an Encumbrance in favour of Comerica Bank (all such Property, the "**Comerica Collateral**", and all such Encumbrances, the "**Comerica Security**"):

First - any Comerica Security on the revenues, tax incentives or proceeds derived from or related to the motion pictures "Queen and Slim", "Fences" and "Surrounded" (collectively, the "**Comerica Priority Collateral**");

Second - Administration Charge (to the maximum amount of USD **$500,000**);

Third - any Comerica Security on any Comerica Collateral other than the Comerica Priority Collateral (collectively, the "**Comerica Second-Priority Collateral**");

Fourth - KERP Charge (to the maximum amount of USD $234,460);

Fifth - Interim Lender's Charge (to the maximum amount of USD $6,200,000 plus accrued and unpaid interest, fees and expenses); and

Sixth - Directors' Charge (to the maximum amount of CAD **$742,000**).

43. Any security documentation evidencing, or the filing, registration or perfection of, the Charges shall not be required, and the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

44. Each of the Charges shall constitute a mortgage, hypothec, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA. Notwithstanding the foregoing:

(i) the Administration Charge shall rank subordinate to any Comerica Security on the Comerica Priority Collateral but in priority to any Comerica Security on the Comerica Second-Priority Collateral;

(ii) the KERP Charge, the Interim Lender's Charge and the Directors' Charge shall rank subordinate to any Comerica Security on the Comerica Collateral; and

(iii) the Interim Lender's Charge shall rank subordinate to any existing Encumbrance on any Property in favour of the Writers Guild of America, West Inc., the Directors Guild of America Inc. or the Screen Actors Guild-American Federation of Television and Radio Artists (each, a "**Union Party**") solely to the extent (A) of a Union Party's interest in such Property and (B) to which the Interim Lender has agreed that such existing Encumbrance shall rank in priority to any Encumbrance on such Property in favour of the Interim Lender pursuant to a valid and enforceable Interparty Agreement (or similar binding agreement) between the Interim Lender and a Union Party.

45. Except as otherwise expressly provided herein, or as may be approved by this Court, the Petitioners shall not grant or suffer to exist any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Petitioners obtain the prior written consent of the Monitor, the Interim Lender and the beneficiaries of the Administration Charge and the Director's Charge.

46. The Charges, the DIP Term Sheet and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the Interim Lender shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Petitioners; and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by any of the Petitioners of any Agreement to which any of the Petitioners is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Petitioners entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Petitioners pursuant to this Order, the DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

47. Any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Petitioners' interest in such real property leases.

48. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the Property, provided that, in all cases, any such allocation must provide for the payment in full of all amounts and obligations secured by such Charges.

KERP APPROVAL

49. The key employee retention plan ("**KERP**") described in the Second Gilbert Affidavit and in the First Report of the Monitor, is hereby approved and the Petitioners are authorized and directed to make payments in accordance with the terms thereof.

50. The Petitioners are authorized to deliver such documents as may be necessary to give effect to the KERP, subject to prior approval of the Monitor and the Interim Lender or as may be ordered by this Court.

51. The KERP Participants (as defined in the Second Gilbert Affidavit) shall be entitled to the benefit of and are hereby granted a charge (the "**KERP Charge**") on the Property, which charge shall not exceed an aggregate amount of $234,460 as security for the obligations of the Petitioners under the KERP. The KERP Charge shall have the priority set out in paragraphs 42 and 44 hereof.

SERVICE AND NOTICE

52. The Monitor shall: (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA; and (ii) within five days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Petitioners of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

53. The Petitioners and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioners' creditors or other interested parties at their respective addresses as last shown on the records of the Petitioners and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

54. Any Person that wishes to be served with any application and other materials in these proceedings must deliver to the Monitor by way of ordinary mail, courier, personal delivery or electronic transmission a request to be added to a service list (the "**Service List**") to be maintained by the Monitor. The Monitor shall post and maintain an up to date form of the Service List on its website at: www.grantthornton.ca/BronMedia.

55. Any party to these proceedings may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor shall post a copy of all prescribed materials on its website at: www.grantthornton.ca/BronMedia.

56. Notwithstanding paragraphs 52 and 54 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

FOREIGN PROCEEDINGS

57. BRON Media Corp., or any of the Petitioners, are hereby authorized and empowered to act as the foreign representative (as applicable, the "**Foreign Representative**") in respect of these proceedings of the purpose of having these proceedings recognized in a foreign jurisdiction.

58. The Foreign Representative is authorized to apply for foreign recognition of these proceedings, as necessary or advisable, in any jurisdiction outside of Canada including, without limitation, the United States pursuant to Chapter 15 of Title 11 of the United States Code 11 U.S.C., §§ 101 – 1532, the United Kingdom, Ireland and New Zealand.

GENERAL

59. The Petitioners or the Monitor may from time to time apply to this Court for directions in the discharge of their powers and duties hereunder.

60. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Petitioners, the Business or the Property.

61. This Court requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, the United Kingdom, or any other foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative, the Petitioners and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Foreign Representative in any foreign proceeding, or to assist the Foreign Representative, Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

62. The Petitioners are hereby at liberty to apply for such further interim or interlocutory relief as it deems advisable within the time limited for Persons to file and serve Responses to the Petition.

63. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all

affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

64. Any interested party (including the Petitioners, the Interim Lender and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

65. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

66. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the Order Date.

67. Leave is hereby granted for counsel to appear at future hearings in this matter remotely by video.

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

Signature of
☐ Party ☑ Lawyer for the Petitioners

for Asim Iqbal

J.

BY THE COURT

REGISTRAR

Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.
DATED: JAN 23 2024

Authorized Signing Officer

BOWEN MU

FORM
CHECKED

74310855.2

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
44.	Front Runner Productions, Inc.	Georgia
45.	Brown Amy, LLC	Nevada

46.	Fonzo Production Services Inc.	Louisiana
47.	Fonzo, LLC	Nevada
48.	Front Runner, LLC	Nevada
49.	Green Moon Inc.	Washington
50.	Harmon Films, LLC	New York
51.	Harmon Monster Films, Inc.	New York
52.	Needle In A Timestack, LLC	Delaware
53.	Para Productions, LLC	Nevada
54.	Red Sea LLC	Nevada
55.	Red Sea Productions Inc.	Nevada
56.	Tully Productions, LLC	Nevada
57.	TWWMD Holdings, LLC	Delaware
58.	TWWMD Productions, Inc.	Nevada
59.	Villains Pictures, LLC	Nevada
60.	Villains Production Services, Inc.	New York
61.	Surrounded Productions USA Inc.	Delaware
62.	October Series Holdings, LLC	

Schedule "B"
Non-Petitioner Entities

Townsend Series Productions UK Ltd. (Grey Door Film Productions Ltd.)
BRON Creative MG1, LLC
BRON Creative WB 1, LLC
BRON Labs LLC
A Single Shot Movie, LLLP
Blackhand Developments Inc.
Blackhand Pictures, LLC
BRON Next Film Production, LLC (BRON Life, LLC)
BRON Pictures Holdings, LLC
BRON Subnation Slate 1, LLC
Rideg Film Holdings, LLC
Driftless Area, LLC
Drunk Parents Production Services Inc.
Erostratus LA, LLC
Erostratus, LLC
I Saw The Light Movie, LLC
I Saw The Light, LLC
Layover LLC
Mad Solar Productions, LLC
Master Cleanse, LLC
Meadowland Movie, LLC
Meadowland Production Services Inc.
My Abandonment LLC
My Abandonment Production Services Inc.
Pangea Cup Holdings, LLC
Pangea Cup Productions Inc.
Phil Productions, LLC
Savant Developments Inc.
Summerland Holdings, LLC
The Good Nurse Films, LLC
The Realm Productions USA LLC
TMF Productions, LLC
Tumbledown, LLC
Wonder Book Holdings USA, LLC
BRON Charitable Foundation, Inc.
Hercules BRON Creative Partnership

Schedule "C"

List of Counsel

NAME	PARTY
Asim Iqbal, Miller Thomson LLP	Counsel for Petitioners
David Ward, Miller Thomson LLP	Counsel for Petitioners
Bryan Hicks, Miller Thomson LLP	Counsel for Petitioners
Monica Faheim, Miller Thomson LLP	Counsel for Petitioners
John N. Birch, Cassels Brock & Blackwell LLP	Counsel to the Monitor
Forrest Finn, Cassels Brock & Blackwell LLP	Counsel to the Monitor
Kathryn Esaw, Osler, Hoskin & Harcourt LLP	Counsel for Screen Actors Guild American Federation of Television and Radio Artists
David Ahdoot, Bush Gottlieb	U.S. Counsel to Screen Actors Guild American Federation of Television and Radio Artists
Peter Bychawski, Blake, Cassels & Graydon LLP	Counsel for Access Road Capital, LLC
Bryan Bates, Parker, Hudson, Rainer & Dobbs LLP	U.S. Counsel to Creative Wealth Media Lending LP 2016
Mike Shakra, Bennett Jones LLP	Canadian Counsel to Creative Wealth Media Lending LP 2016
Joshua Foster, Bennett Jones LLP	Canadian Counsel to Creative Wealth Media Lending LP 2016
David Gruber, Bennett Jones LLP	Canadian Counsel to Creative Wealth Media Lending LP 2016
Wojtek Jaskiewicz, Weirfoulds LLP	Counsel for Premium Properties Limited and Agent to the Ad Hoc Group of Investors
Phil Cho, Weirfoulds LLP	Counsel for Premium Properties Limited and Agent to the Ad Hoc Group of Investors
Hilary Book, Book Law	Counsel for Bayshore
Claire Hildebrand, Blake, Cassels & Graydon LLP	Counsel for Three Point Capital Holdings, LLC
Jason Wadden, TYR LLP	Counsel for Catalyst Media Fund and other creditors
Robin Schwill, Davies Ward Philips & Vineberg LLP	Counsel for Media Res Studio, LLC
Bryan Tannenbaum, BSM Canada Limited	Bankruptcy Trustee of Creative Wealth Media Finance Corp.

EXHIBIT "B"

Declaration of Aaron Gilbert in Support of the Debtors' Chapter 15 Petitions and First Day Pleadings in Foreign Proceeding

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	**Chapter 15**
Front Runner Productions, Inc.	Case No. 24-50790
Brown Amy, LLC	Case No. 24-50791
Fonzo Production Services, Inc.	Case No. 24-50792
Fonzo, LLC	Case No. 24-50794
Front Runner, LLC	Case No. 24-50795
Green Moon Inc.	Case No. 24-50796
Harmon Films, LLC	Case No. 24-50797
Harmon Monster Films, Inc.	Case No. 24-50800
Needle In A Timestack, LLC	Case No. 24-50802
Para Productions, LLC	Case No. 24-50804
Red Sea LLC	Case No. 24-50805
Red Sea Productions Inc.	Case No. 24-50806
Surrounded Productions USA Inc.	Case No. 24-50807
Tully Productions LLC	Case No. 24-50808
TWWMD Holdings LLC	Case No. 24-50809
TWWMD Productions, Inc.	Case No. 24-50810
Villains Pictures, LLC	Case No. 24-50812
Villains Production Services, Inc.	Case No. 24-50813
October Series Holdings, LLC	Case No. 24-50814
Debtors in a Foreign Proceeding.	**Joint Administration Requested.**

DECLARATION OF AARON GILBERT
IN SUPPORT OF THE ADDITIONAL DEBTORS' CHAPTER 15
PETITIONS AND FIRST-DAY PLEADINGS IN FOREIGN PROCEEDING

I, Aaron Gilbert, hereby declare that the following is true and correct to the best of my knowledge, information, and belief.

1. I am the Chairman and Chief Executive Officer of the BRON Group of Companies (as defined below) ("BRON Group," or collectively, the "Company"). I have over 13 years of experience as a producer, executive producer and financier of live-action and animated motion pictures and series television. I co-founded the BRON Group in 2010 with my wife, Brenda

Gilbert. I am a member of the Academy of Motion Pictures Arts & Sciences. I am also a member of the Academy of Television Arts & Sciences. I am a member of the Producers Guild of America. I began my career in the music industry, then founded and operated a company in the content licensing space, prior to the BRON Group. I have served as producer and executive producer on more than 125 productions, many of which have achieved critical acclaim and commercial success. BRON Media Corp.—a member entity of the BRON Group—is the duly appointed and authorized foreign representative (the "Foreign Representative") for the above captioned Debtors, which Debtors are the subjects of reorganization proceedings (the "CCAA Proceeding") commenced before the Supreme Court of British Columbia (the "Canadian Court") under Canada's *Companies' Creditors Arrangement Act* (the "CCAA") on July 19, 2023.

2. The table at paragraph 3 below sets forth the Bron Group, the majority of which are Petitioners in the CCAA proceedings as at the date of this Declaration, organized by jurisdiction of incorporation, along with other affiliated entities.

3. The Canadian Petitioners and the U.S. Petitioners are collectively referred to herein as the "**Petitioners**" or the "**Company**". The Additional Petitioners are the Chapter 15 Debtors in the instant proceedings (the "Chapter 15 Cases").

BRON GROUP OF COMPANIES	
"Canadian Petitioners"	BRON Animation Inc. (British Columbia) BRON Creative Corp. (Ontario) BRON Developments Inc. (British Columbia) BRON Media Corp. (British Columbia) BRON Media Holdings Intl. Corp. (British Columbia) BRON Media Holdings USA Inc. (British Columbia) BRON Releasing Inc. (British Columbia) BRON Studios Inc. (British Columbia) BRON Ventures 1 (Canada) Corp. (British Columbia)

	Canadian Production HoldCos & ProdCos[1]
"U.S. Petitioners"	BRON Creative USA Corp. (Nevada) BRON Digital USA, LLC (Delaware) BRON Life USA Inc. (Delaware) BRON Media Holdings USA Corp. (Delaware) BRON Releasing USA Inc. (Delaware) BRON Studios USA Inc. (Nevada) BRON Ventures 1 LLC (Delaware) BRON Studios USA Developments Inc. (Nevada) US Production HoldCos & ProdCos[2] Welcome to Me, LLC (California)
"Other Non-Petitioner Entities"	BRON Creative MG1, LLC BRON Creative WB 1, LLC BRON Labs LLC A Single Shot Movie, LLLP Blackhand Developments Inc. Blackhand Pictures, LLC BRON Next Film Production, LLC (BRON Life, LLC) BRON Pictures Holdings, LLC BRON Subnation Slate 1, LLC Rideg Film Holdings, LLC Driftless Area, LLC Drunk Parents Production Services Inc. Erostratus LA, LLC Erostratus, LLC Front Runner, LLC I Saw The Light Movie, LLC I Saw The Light, LLC Layover LLC Mad Solar Productions, LLC Master Cleanse, LLC

[1] BRON Everest Productions Inc., Fables Productions BC Inc., Gossamer Productions BC Inc., Hench 2 BC Productions Inc., Henchmen Productions Inc., Robin Hood Digital PC BC Inc., Windor Productions BC Inc. (collectively, the "**Canadian Production HoldCos & ProdCos**").

[2] Bakhorma, LLC (Washington), Drunk Parents, LLC (New York), Fables Holdings USA, LLC (Delaware), Fables Productions USA Inc. (Delaware), Gossamer Holdings USA, LLC (Delaware), Gossamer Productions USA Inc. (Delaware), Harry Haft Productions, Inc. (New York), Heavyweight Holdings, LLC, previously Harry Haft Films, LLC (Delaware), I Am Pink Productions, LLC (Delaware), Lucite Desk, LLC (Delaware), National Anthem Holdings, LLC (f. k. a. BCDC Holdings, LLC) (Delaware), National Anthem ProdCo Inc. (New Mexico), Oakland Pictures Holdings, LLC (Delaware), Pathway Productions, LLC (Delaware), Robin Hood Digital PC USA Inc. (Delaware), Robin Hood Digital USA, LLC (Delaware), Solitary Holdings USA, LLC (Delaware), Surrounded Holdings USA LLC (Delaware), Surrounded Productions USA Inc. (Delaware) (collectively, the "**US Production HoldCos & ProdCos**").

	Meadowland Movie, LLC Meadowland Production Services Inc. My Abandonment LLC My Abandonment Production Services Inc. October Series Holdings, LLC Pangea Cup Holdings, LLC Pangea Cup Productions Inc. Phil Productions, LLC Savant Developments Inc. Summerland Holdings, LLC The Good Nurse Films, LLC The Realm Productions USA LLC TMF Productions, LLC Tumbledown, LLC Wonder Book Holdings USA, LLC BRON Charitable Foundation, Inc. Hercules BRON Creative Partnership
Additional Petitioners	Front Runner Productions, Inc. Brown Amy, LLC Fonzo Production Services Inc. Fonzo, LLC Green Moon Inc. Harmon Films, LLC Harmon Monster Films, Inc. Needle In A Timestack, LLC Para Productions, LLC Red Sea LLC Red Sea Productions Inc. Surrounded Productions USA Inc. Tully Productions, LLC TWWMD Holdings, LLC TWWMD Productions, Inc. Villains Pictures, LLC Villains Production Services, Inc. October Series Holdings, LLC

PROCEDURAL HISTORY

4. On July 18, 2023, the Petitioners filed applications under the CCAA to commence restructuring proceedings under the supervision of the Canadian Court. On July 19, the Canadian Court entered an initial order (the "Initial Order"), appointing Grant Thornton Limited ("Monitor") to monitor and assist the Debtors in their business and financial affairs in

accordance with Section 23 of the CCAA. The Canadian Court also appointed the Foreign Representative to act as a representative in respect of the CCAA Proceeding for the purpose of having the CCAA Proceeding recognized in any other jurisdiction outside Canada, including the United States.

5. On July 19, 2023, the Foreign Representative caused to be filed, on behalf of the U.S. Petitioners ("Initial Debtors") as authorized Foreign Representative of the Initial Debtors, petitions for recognition of the CCAA Proceeding in the United States Bankruptcy Court, Northern District of Georgia (the "U.S. Court") under Chapter 15 of Title 11 of the United States Code (the "Bankruptcy Code"), thereby commencing the Initial Debtors' Chapter 15 cases. Foreign Representative also caused to be filed the Omnibus Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, (III) Recognition of Initial Order and Amended Initial Order and (IV) Related Relief under Chapter 15 of the Bankruptcy Code (together with the Chapter 15 petitions, the "Petitions for Recognition") and the Motion of the Foreign Representative for an Order Granting Certain Provisional Relief (the "Provisional Relief Motion").

6. On July 20, 2023, the U.S. Court granted the Provisional Relief Motion as to the Initial Debtors.

7. On July 28, 2023, the Canadian Court granted the Amended and Restated Initial Order (the "ARIO") and an order approving a sale and investment solicitation process (the "SISP Order") in respect of all of the assets, undertaking and business of the Petitioners and the Non-Petitioner Entities (as defined above).

8. On August 15, 2023, after notice and hearing, the U.S. Court issued its Order

Granting Omnibus Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code (Case No. 23-56798, Docket No. 37), which granted the Petitions and recognized the ARIO and the SISP Order on a final basis (the "Recognition Order").

9. The Petitioners and the Monitor ran the SISP process from August through October 2023. The sole viable – and highest and best – transaction to have materialized in the SISP was the transaction proposed by CW Lending pursuant to the CW Lending Purchase Agreement.

10. Accordingly, on October 24, 2023, the Petitioners filed applications under the CCAA, along with the Fifth Affidavit of Aaron Gilbert (the "Fifth Affidavit") requesting an order approving the CW Lending Purchase Agreement (as defined in the Fifth Affidavit). The application came before the Canadian Court on November 7, 2023 and November 24, 2023 and was supported by Petitioners, Non-Petitioner Entities, the Monitor and CW Lending.

11. A notice of the October 24, 2023 application along with the Fifth Affidavit was filed with the U.S. Court (Case No. 23-56798, DN 87).

12. On November 29, 2023, the Canadian Court rendered its decision and filed its Reasons for Judgement, denying in part, the relief requested by the Petitioners in the October 24, 2023 applications, notice of which was filed with the U.S. Court (Case No. 23-56798, DN. 111).

13. On December 5, 2023, the Petitioners sought and the Canadian Court granted a stay extension through January 29, 2024.

14. Extensive negotiations between the Petitioners, the Monitor and Petitioners' senior secured creditors, CW Lending and Access Road resulted in a global settlement with the parties that allows the Petitioners to consensually divest substantially all of their assets to parties with the

primary economic interests in those assets and conclude the CCAA proceedings.

15. On January 10, 2024, Petitioners filed their Notice of Application (the "Application") for hearing to be held on January 16, 2024. In the Application, Petitioners sought approval from the Canadian Court of the following orders:

A. an order approving a global settlement with all parties in interest (the "Global Settlement Order") including (i) approving and authorizing a settlement agreement dated January 10, 2024 (among Access Road Capital, LLC ("Access Road"), Creative Wealth Media Lending LP 2016 ("CW Lending") by its general partner, Creative Wealth Media GenPar Ltd., Creative Wealth Media Lending Limited Partnership, by its general partner, Creative Wealth Media GenPar Ltd., LPF Media Asset Acq, Inc., LPF Media Asset Acq, LLC, and LPF Media Acq, LLC, and the Petitioners; (ii) approving a letter agreement dated December 19, 2023 among Media Res Studio, LLC ("Media Res"), Access Road, BRON Ventures 1 LLC ("BRON Ventures"), BRON Media Corp., and BRON Studios USA Inc. (the "Media Res Letter Agreement") and the transaction contemplated therein; (iii) authorizing Media Res to cancel BRON Ventures' 218 units of Media Res that are the subject of the Media Res Letter Agreement; and (v) approving the distribution of the Media Res Proceeds (as defined below);

B. an order (the "CW Transaction Approval and Vesting Order"), among other things: (i) approving an amended and restated asset purchase agreement (the "Amended and Restated CW Lending Purchase Agreement") between CW Lending by its general partner, Creative Wealth Media GenPar Ltd., as purchaser, and the Petitioners and Non- Petitioner Entities listed at Schedule "A" to the Amended and Restated CW Lending Purchase Agreement (collectively, the "Vendors"), as vendors, and the transactions contemplated thereby; and (ii) vesting in CW Lending and/or its permitted assignee, all of the right, title and interest in and to the Purchased Assets (as defined in the Amended and Restated CW Lending Purchase Agreement) free and clear of all claims and encumbrances, other than such permitted encumbrances as provided for in the CW Transaction Approval and Vesting Order;

C. an order (the "CW Lending Assignment Order"), pursuant to Section 11.3 of the CCAA, approving the assignment to CW Lending and its permitted assignee, LPF Media Asset Acq, LLC of the contracts listed at Schedules "D" and "E" to the draft CW Lending Assignment Order, respectively;

D. an order ("Access Road Transaction Approval and Vesting Order"), among other things: (i) approving an asset purchase agreement (the "Access Road Purchase Agreement") entered into between Access Road, as purchaser, and BRON Ventures, BRON Media Holdings USA Inc., and BRON Media Holdings USA Corp. as vendors, and the transactions contemplated thereby (the "Access Road Transaction"); and (ii) vesting in Access Road and/or its permitted assignee, all of the right, title and interest in and to the Purchased Assets (as defined in the Access Road Purchase Agreement) free and clear of all claims and encumbrances;

E. an order (the "Access Road Assignment Order"), pursuant to Section 11.3 of the CCAA, approving the assignment to Access Road and its permitted assignee, of the contracts listed at Schedule "D" to the draft Access Road Assignment Order; and

F. an order (the "Second ARIO"), amending and restating the Amended and Restated Initial Order of Justice Gomery dated July 28, 2023 (the "ARIO"), among other things: (i) converting the following Non-Petitioner Entities that are Vendors under the Amended and Restated CW Lending Purchase Agreement into Petitioners in these CCAA proceedings: Front Runner Productions, Inc.; Brown Amy, LLC; Fonzo Production Services Inc.; Fonzo, LLC; Front Runner, LLC; Green Moon Inc.; Harmon Films, LLC; Harmon Monster Films, Inc.; Needle In A Timestack, LLC; Para Productions, LLC; Red Sea LLC; Red Sea Productions Inc.; Surrounded Productions USA Inc.; Tully Productions, LLC; TWWMD Holdings, LLC; TWWMD Productions, Inc.; Villains Pictures, LLC; Villains Production Services, Inc.; and October Series Holdings, LLC (the "Additional Petitioners"); (ii) approving five amendments to the debtor-in-possession loan agreement dated July 18, 2023 (the "DIP Loan Agreement") made between the Petitioners (including, in certain instances, the proposed Additional Petitioners) and CW Lending (in such capacity, the "DIP Lender"); (iii) removing the UK Non-Petitioner Entities from Schedule "A" to the Second ARIO. The (i) Global Settlement Order, (ii) CW Transaction Approval and Vesting Order, (iii) CW Lending Assignment Order, (iv) Access Road Transaction Approval and Vesting Order, (v) Access Road Assignment Order, and (vi) Second ARIO are hereinafter collectively referred to as the "Orders".

16. On or about January 22, 2024, CW Lending by its general partner, Creative Wealth Media GenPar Ltd., as purchaser, and the Petitioners and Non- Petitioner Entities entered into a First Acknowledgement whereby the Amended and Restated CW Lending Purchase Agreement was amended to provide for updated schedules of Assumed Contracts and Purchased Assets (as defined in the First Acknowledgement), which had the effect of removing certain motion pictures from the Purchased Assets, namely: "Assassination Nation", "Leave No Trace" and "Nightingale".

17. On January 23, 2024, the Canadian Court granted the Orders.

Relief Requested

18. This declaration is filed in support of the Petitions for Recognition of Foreign Main Proceeding, the Provisional Relief Motion and other "first day" relief requested by the Foreign Representative as to the Additional Petitioners. I am making this declaration in accordance with Section 1515 of the Bankruptcy Code and Rule 1007(a)(4) of the Federal Rules of Bankruptcy

Procedure (the "Bankruptcy Rules"). I incorporate by reference the Declaration of Aaron L. Gilbert in support of the Initial Petitioners filed contemporaneously with the Initial Debtor Petitions (Case No. 23-56798, DN 5).

Recognition as a Foreign Main Proceeding

19. Pursuant to the Recognition Order, the U.S. Court has recognized the CCAA Proceeding as a Foreign Main Proceeding. The Additional Petitioners are party to the CCAA Proceeding. The Additional Petitioners seek confirmation that the CCAA Proceeding remains a Foreign Main Proceeding pursuant to the findings of fact and conclusions of law as set forth in the Recognition Order.

Need for Provisional Relief

20. The Additional Petitioners have been added as Petitioners in the CCAA proceedings and as "Borrowers" under the DIP loan Agreement. Such additions are conditions precedent to the closing of the Amended and Restated CW Lending Purchase Agreement (as defined above).

21. In addition to seeking recognition on a final basis, the Foreign Representative also requests certain provisional relief. Pending recognition of the CCAA Proceeding on a final basis, the Foreign Representative seeks provisional relief to enjoin collection efforts against the Additional Petitioners and their assets. This relief is necessary to avoid undue harm as the addition of the Additional Petitioners in the CCAA proceedings as "Borrowers" under the DIP Loan Agreement is necessary to allow the Company to convey the Additional Petitioners' assets under the Amended and Restated CW Lending Purchase Agreement.

22. The SISP expressly made available for sale the assets of the Additional Petitioners.

No acceptable bids were received in respect of these assets, other than CW Lending's' revised bid.

23. This provisional relief is consistent with the Second ARIO (as defined above), which, among other things, extends the stay as to all creditor collection actions against the Debtors, their assets and their directors and officers (paragraphs 16, 19, and 23), prohibits contract counterparties from terminating contracts with the Debtors (paragraph 21), authorizes the Debtors to enter into and perform under the Interim DIP Facility and grants the Interim DIP Lender a charge in connection therewith (paragraphs 36-41), grants the Debtors' directors and officers a charge against the Debtors' assets for the Debtors' indemnification obligations owed to the directors and officers (paragraph 25), and grants the Monitor, the Monitor's professionals and the Debtors' (including the Foreign Representative's) professionals and advisors a charge for professional fees and expenses incurred in connection with the CCAA Proceeding and Chapter 15 Cases (paragraph 35).

24. For the foregoing reasons, I believe that the provisional relief requested is necessary and appropriate and is in the best interests of the Debtors, their creditors, and other parties in interest.

Noticing Procedures

25. The Foreign Representative has also filed a motion requesting that the Court schedule a final recognition hearing and approval of related noticing procedures (the "Notice Procedures Motion"). I can attest that the Debtors have numerous creditors, potential creditors, and other parties in interest, all of whom need to be provided with, among other things, notice of the entry of the provisional order, the proposed final order, the recognition objection deadline, and the recognition hearing. The Foreign Representative has prepared a form of notice advising of

these and related matters (the "Recognition Hearing Notice"), a copy of which is annexed to the Motion of Foreign Representative for Order (I) Scheduling Hearing on Verified Petition Under Chapter 15 of The Bankruptcy Code For Recognition of a Foreign Main Proceeding and for Additional Relief and Assistance Under 11 U.S.C. §§105(a), 1507, and 1521 and (II) Specifying Form and Manner of Service of Notice of Hearing (the "Notice Procedures Motion").

26. Under the facts and circumstances of the Debtors' Chapter 15 Cases, I submit that service of the Recognition Hearing Notice in the manner proposed in the Notice Procedures Motion will provide those parties identified as the Notice Parties in the Notice Procedures Motion with due and sufficient notice of the relief requested in the Recognition and Relief Motion and associated objection deadlines and hearing dates.

27. Therefore, I believe that the relief requested in the Notice Procedures Motion is necessary and appropriate and is in the best interests of the Debtors, their creditors, and other parties in interest.

Joint Administration and Consolidated Rule 1007(a)(4) List

28. The Foreign Representative has also filed, contemporaneously herewith, a motion seeking entry of an order directing joint administration of these Chapter 15 Cases for procedural purposes only and authorizing the Foreign Representative to consolidate and maintain a list (the "Consolidated 1007(a)(4) List") of foreign proceeding administrators, parties to litigation pending in the United States involving the Debtors, if any, and all persons and entities against whom the Debtors seek provisional relief pursuant to Section 1519 of the Bankruptcy Code.

29. I believe that joint administration of these Chapter 15 Cases is warranted because the Debtors' financial affairs and business operations are closely related, and because it will ease

the administrative burden of these cases on the Court and interested parties. I can confirm that the Foreign Representative anticipates that the various notices, motions, hearings, orders, and other pleadings in these cases will affect all of the Debtors.

30. I believe that the relief requested with respect to the Consolidated 1007(a)(4) List is also necessary and appropriate and is in the best interests of the Court, the Debtors, their creditors, and other parties in interest As the provisional and final relief sought in each of these cases is substantially similar, and any additional relief sought is likely to impact most or all of the Debtors, most, if not all, motions, notices, hearings, orders and other papers filed in these cases will likely affect most or all of the Debtors. Under these circumstances, filing and maintaining separate lists under Bankruptcy Rule 1007(a)(4) would result in unnecessary confusion and wasteful duplication of effort and service.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: January 24, 2024.

Aaron Gilbert

Aaron L. Gilbert