



This is the 1st affidavit of
Yiota Petrakis in this case and was
made on October 10, 2023

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

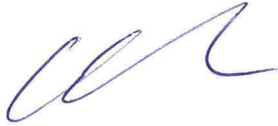
AFFIDAVIT

I, **Yiota Petrakis**, of Suite 3500-1133 Melville Street, Vancouver, BC, Legal Administrative
Assistant, SWEAR THAT:

1. I am the legal assistant to Claire Hildebrand, an associate of Blake, Cassels & Graydon LLP, the solicitors for Three Point Capital Holdings LLC ("**TPC**"), and as such I have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify in which case I believe that both the information from the informant and the resulting statement are true.
2. Attached to this Affidavit as Exhibit "**A**" is a letter dated August 29, 2023, from Ms. Hildebrand to Asim Iqbal, counsel for the Petitioners.
3. Attached to this Affidavit as Exhibit "**B**" is a letter dated September 11, 2023, from Mr. Iqbal to Ms. Hildebrand.
4. Attached to this Affidavit as Exhibit "**C**" is a letter dated September 15, 2023, from Ms. Hildebrand to Mr. Iqbal.

5. Attached to this Affidavit as Exhibit "D" is an email chain between Ms. Hildebrand and Mr. Iqbal dated 19, 2023.

SWORN BEFORE ME at Vancouver, British
Columbia on October 10, 2023



A Commissioner for taking Affidavits for
British Columbia


Yiota Petrakis

Print name or affix stamp of Commissioner

ANDREW KAVANAGH
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3388

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

This is Exhibit **"A"** referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 10th day of October, 2023.



A Commissioner for taking Affidavits
for British Columbia



Blake, Cassels & Graydon LLP
 Barristers & Solicitors
 Patent & Trademark Agents
 1133 Melville Street
 Suite 3500, The Stack
 Vancouver, B.C. V6E 4E5 Canada
 Tel: 604-631-3300 Fax: 604-631-3309

August 29, 2023

VIA EMAIL

Claire Hildebrand

Associate

Dir: 604-631-3331

claire.hildebrand@blakes.com

Reference: 00028169/000001

Miller Thomson LLP
 2200 - 700 West Georgia Street
 Vancouver, BC V7Y 1K8

Attention: Asim Iqbal

RE: *In the Matter of a Plan of Compromise or Arrangement of Bron Media Corp. (et al),*
BCSC Vancouver Action No. S235084

Dear Sir:

We are counsel to Three Point Capital Holdings LLC ("**TPC**") in the above noted *Companies' Creditors Arrangement Act* ("**CCAA**") proceedings.

Pursuant to an Assignment of Tax Credit Proceeds agreement dated November 20, 2020, between TPC and Fables Productions BC Inc. ("**Fables**"), and an Assignment of Tax Credit Proceeds agreement dated October 21, 2021, between TPC and Gossamer Productions BC Inc. ("**Gossamer**", and together with Fables, the "**Debtors**") (collectively, the "**Assignment Agreements**"), each of the Debtors have irrevocably assigned certain tax rebate proceeds (the "**Credit Proceeds**", as defined and more particularly described in the Assignment Agreements) to TPC. We have enclosed copies of the Assignment Agreements for your reference.

Section 2(vi) of each of the Assignment Agreements requires the Debtors to "file all necessary tax returns, including the requisite credit claim forms, to obtain the Credit Proceeds."

Further, in connection with the Assignment Agreements, TPC and Fables entered into y7a Loan and Security Agreement dated November 20, 2020, and TPC and Gossamer entered into a Loan and Security Agreement dated October 21, 2021 (collectively, the "**Loan Agreements**"). Section 7.1.3 of the Loan Agreements requires the Debtors to specify to the Canada Revenue Agency that the Credit Proceeds are to be paid directly to TPC.

We ask that you confirm that the Debtors are or will be taking all necessary steps to give effect to the Assignment Agreements and Loan Agreements to ensure payment of the Credit Proceeds to TPC and their proposed timing for doing so. We ask that you provide us with this confirmation by no later than September 5, 2023.

51403152.2

TORONTO

CALGARY

VANCOUVER

MONTRÉAL

OTTAWA

NEW YORK

LONDON

Blake, Cassels & Graydon LLP | blakes.com



Our client reserves its rights at law and in equity, including its rights under the Assignment Agreements, all other agreements with the Debtors, and its ability to take any necessary steps to enforce those rights.

Yours truly,

Claire Hildebrand

Encls.

cc: Mark Wentzell, *Grant Thornton Limited*, in its capacity as Court-appointed Monitor
John Birch/Forrest Finn, *Cassels Brock & Blackwell LLP*, counsel to the Monitor

EXHIBIT 1.7

ASSIGNMENT OF TAX CREDIT PROCEEDS

THIS ASSIGNMENT is made and entered into as of November 20, 2020 by **FABLES PRODUCTIONS BC INC.**, a corporation incorporated under the laws of the Province of British Columbia, having an address at c/o BRON Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210 (the “**Assignor**”) to **THREE POINT CAPITAL HOLDINGS, LLC**, a Delaware limited liability company with a business address at 2041 Rosecrans Avenue, Suite 322, El Segundo, CA 90245 (the “**Assignee**”).

PURPOSE

WHEREAS, contemporaneously herewith Assignor and Assignee have entered into that certain Loan and Security Agreement (the “**Agreement**”), dated as of the date hereof, for the financing of the animated audio-visual series presently entitled “Fables” (the “**Series**”), the indebtedness under which Agreement is to be primarily repaid by Assignor with the Canadian Film or Video Production Services Tax Credit rebate proceeds and the British Columbia Tax Credit for Film Production Services rebate proceeds as issued by the Canadian Audio-Visual Certification Office and the Societe de development des entreprises culturelles respectively (the “**Credit Proceeds**”). All capitalized terms used herein without definition shall have the respective meaning ascribed to such terms in the Agreement.

WHEREAS, subject to the terms and conditions in the Agreement, Assignee will fund up to \$1,500,000 to the Assignor in advance of receiving the Credit Proceeds all pursuant to the terms of the Agreement.

WHEREAS, Assignor agrees to assign its rights to the Credit Proceeds that Assignor receives in connection with the Series to Assignee pursuant to the terms and conditions herein to secure the payments made by Assignee under the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as additional security for the payment and performance by Assignor of its obligations under the Agreement, it is agreed by the parties as follows:

1. Assignment of Credit Proceeds. Subject to the terms and conditions hereinafter set forth, Assignor does hereby transfer, assign and deliver unto Assignee all of the right, title and interest of Assignor in and to Credit Proceeds together with all the rights, privileges and appurtenances now or hereafter in any way belonging or pertaining thereto.

2. Covenants of Assignor. Assignor covenants and warrants that:

(i) Subject to the terms and conditions of the British Columbia Tax Credit for Film Production Services program and Canadian Film or Video Production Services Tax Credit program, it has the power and authority to assign the Credit Proceeds;

(ii) It will not assign, pledge or otherwise encumber (other than the security

interests granted to the Other Secured Creditor, subject to the terms of the Interparty Agreement) the Credit Proceeds without the prior written consent of Assignee;

(iii) It will not cancel, terminate or accept any surrender of its rights to receive the Credit Proceeds, or amend or modify the same directly or indirectly in any respect whatsoever (including, without limitation, to sell, assign, transfer or allocate any of the Credit Proceeds to any Person (as defined in the Agreement) or entity other than the Assignee or to permit any Credit Proceeds received by the Assignor to be applied to any other tax liability for which the Assignor is liable), without having obtained the prior written consent of Assignee thereto;

(iv) It will not waive or give any consent with respect to any default or variation in the performance of the receipt of the Credit Proceeds, it will at all times take proper steps to enforce all of the provisions and conditions thereof, and it will forthwith notify Assignee of any defaults with respect to receipt of the Credit Proceeds;

(v) It will perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to the Credit Proceeds and the rights and obligations to obtain the Credit Proceeds;

(vi) It will timely file all necessary income tax returns, including the requisite credit claim forms, to obtain the Credit Proceeds; and

(vii) It will execute any and all additional assignments to Assignee relating to the Credit Proceeds, as Assignee may at any time reasonably request and which are consistent with the terms and conditions of the Agreement.

3. No satisfaction; No obligation. The Assignee's acceptance of this Assignment shall not constitute a satisfaction of any indebtedness, liability or obligation, or any part thereof, now or hereafter owed by Assignor to Assignee pursuant to the Agreement. Nothing in this Assignment shall be deemed to obligate Assignee at any time to undertake or perform any of the terms or conditions applicable to Assignor's receipt of the Credit Proceeds, or to enforce compliance therewith. Assignee may institute such legal action and otherwise exercise any of its rights and powers, under the Agreement or otherwise, in such manner as it may deem advisable at any time it shall see fit to do so, and for any cause for which the same might have been instituted or done had this Assignment not been made. No waiver or condonation by Assignee of any breach or default, and no waiver of any right of Assignee, hereunder shall be deemed to constitute a waiver of any other or subsequent breach or default or to prevent subsequent exercise of any such right or any other similar right.

4. Termination of Assignment. Upon (i) the payment in full of all obligations of Assignor under the Agreement or receipt of the Credit Proceeds by Assignee (or its designee or assignee) pursuant to the Agreement and (ii) the cancellation and discharge of the Indebtedness (as defined in the Agreement) and obligations, this Assignment shall become null and void, and thereupon Assignee shall execute and deliver to Assignor any instruments which may be necessary or appropriate to terminate this Assignment and Assignee will promptly pay to Assignor any Credit Proceeds in excess of the amount required to repay the Indebtedness to the Assignee.

5. Assignment; Amendment. The terms, covenants, agreements and

conditions contained herein shall extend to, include and inure to the benefit of and be binding upon Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns, as the case may be, and may not be terminated, changed or amended orally. Assignee, in Assignee's sole discretion, may assign this Assignment as security to any of its secured lenders without notice to Assignor.

This Assignment shall be governed and construed in accordance with the laws of the State of New York without resort to its conflicts of laws rules. Each party hereto hereby irrevocably submits itself to the jurisdiction of the state courts of the State of New York. New York law shall govern (i) the validity and interpretation of the Agreement, (ii) the performance of the parties of their respective obligations hereunder, and (iii) all other causes of action (whether sounding in contract or in tort) arising out of or relating to this Agreement or the termination of this Agreement. The parties irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York, for the purpose of any suit, action or other proceeding arising out of or based upon this Assignment or the subject matter hereof, and each party hereby waives, and agrees not to assert, by way of motion, a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Assignment or the subject matter hereof may not be enforced in or by such court (provided, however, that the then applicable jurisdiction minimums are not waived). Assignor hereby consents to service of process by registered mail at the address to which notices are to be given. Assignor agrees that its submission to jurisdiction and its consent to service of process by mail is made for the express benefit of Assignee.

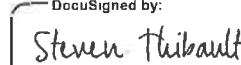
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

FABLES PRODUCTIONS BC INC.

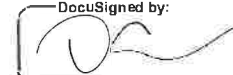
a corporation incorporated under the laws of the Province of British Columbia

By: _____
DocuSigned by:
5E05B98C84DA4EB...
Aaron Gilbert
Its: Authorized Signatory

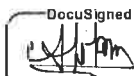
By: _____
DocuSigned by:
EF747CC77368451...
Steven Thibault
Its: Authorized Signatory

THREE POINT CAPITAL HOLDINGS, LLC

a Delaware limited liability company

By: _____
DocuSigned by:
A9854A4F0EDB46A...
David Gendron

Its: Managing Director

By: _____
DocuSigned by:
2FBD84AA5A4E4E0...
Ali Jazayeri

Its: Managing Director

EXHIBIT 1.7

ASSIGNMENT OF TAX CREDIT PROCEEDS

THIS ASSIGNMENT is made and entered into as of October 22, 2021 by **GOSSAMER PRODUCTIONS BC INC.**, a corporation incorporated under the laws of the Province of British Columbia, having an address at c/o BRON Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, CA 90210 (the “**Assignor**”) to **THREE POINT CAPITAL HOLDINGS, LLC**, a Delaware limited liability company with a business address at 2041 Rosecrans Avenue, Suite 322, El Segundo, CA 90245 (the “**Assignee**”).

PURPOSE

WHEREAS, contemporaneously herewith Assignor and Assignee have entered into that certain Loan and Security Agreement (the “**Agreement**”), dated as of the date hereof, for the financing of the animated audio-visual series presently entitled “Gossamer” (the “**Series**”), the indebtedness under which Agreement is to be primarily repaid by Assignor with the Canadian Film or Video Production Services Tax Credit rebate proceeds and the British Columbia Tax Credit for Film Production Services rebate proceeds (including the Digital Animation, Visual Effects and Post-Production Services Tax Credit proceeds) as issued by the Canadian Audio-Visual Certification Office and the British Columbia Ministry of Finance respectively (the “**Credit Proceeds**”). All capitalized terms used herein without definition shall have the respective meaning ascribed to such terms in the Agreement.

WHEREAS, subject to the terms and conditions in the Agreement, Assignee will fund up to \$2,200,000 to the Assignor in advance of receiving the Credit Proceeds all pursuant to the terms of the Agreement.

WHEREAS, Assignor agrees to assign its rights to the Credit Proceeds that Assignor receives in connection with the Series to Assignee pursuant to the terms and conditions herein to secure the payments made by Assignee under the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as additional security for the payment and performance by Assignor of its obligations under the Agreement, it is agreed by the parties as follows:

1. Assignment of Credit Proceeds. Subject to the terms and conditions hereinafter set forth, Assignor does hereby transfer, assign and deliver unto Assignee all of the right, title and interest of Assignor in and to Credit Proceeds together with all the rights, privileges and appurtenances now or hereafter in any way belonging or pertaining thereto.

2. Covenants of Assignor. Assignor covenants and warrants that:

(i) Subject to the terms and conditions of the British Columbia Tax Credit for Film Production Services program and Canadian Film or Video Production Services Tax Credit program, it has the power and authority to assign the Credit Proceeds;

(ii) It will not assign, pledge or otherwise encumber (other than the security interests granted to the Other Secured Creditor, subject to the terms of the Interparty Agreement) the Credit Proceeds without the prior written consent of Assignee;

(iii) It will not cancel, terminate or accept any surrender of its rights to receive the Credit Proceeds, or amend or modify the same directly or indirectly in any respect whatsoever (including, without limitation, to sell, assign, transfer or allocate any of the Credit Proceeds to any Person (as defined in the Agreement) or entity other than the Assignee or to permit any Credit Proceeds received by the Assignor to be applied to any other tax liability for which the Assignor is liable), without having obtained the prior written consent of Assignee thereto;

(iv) It will not waive or give any consent with respect to any default or variation in the performance of the receipt of the Credit Proceeds, it will at all times take proper steps to enforce all of the provisions and conditions thereof, and it will forthwith notify Assignee of any defaults with respect to receipt of the Credit Proceeds;

(v) It will perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to the Credit Proceeds and the rights and obligations to obtain the Credit Proceeds;

(vi) It will timely file all necessary income tax returns, including the requisite credit claim forms, to obtain the Credit Proceeds; and

(vii) It will execute any and all additional assignments to Assignee relating to the Credit Proceeds, as Assignee may at any time reasonably request and which are consistent with the terms and conditions of the Agreement.

3. No satisfaction; No obligation. The Assignee's acceptance of this Assignment shall not constitute a satisfaction of any indebtedness, liability or obligation, or any part thereof, now or hereafter owed by Assignor to Assignee pursuant to the Agreement. Nothing in this Assignment shall be deemed to obligate Assignee at any time to undertake or perform any of the terms or conditions applicable to Assignor's receipt of the Credit Proceeds, or to enforce compliance therewith. Assignee may institute such legal action and otherwise exercise any of its rights and powers, under the Agreement or otherwise, in such manner as it may deem advisable at any time it shall see fit to do so, and for any cause for which the same might have been instituted or done had this Assignment not been made. No waiver or condonation by Assignee of any breach or default, and no waiver of any right of Assignee, hereunder shall be deemed to constitute a waiver of any other or subsequent breach or default or to prevent subsequent exercise of any such right or any other similar right.

4. Termination of Assignment. Upon (i) the payment in full of all obligations of Assignor under the Agreement or receipt of the Credit Proceeds by Assignee (or its designee or assignee) pursuant to the Agreement and (ii) the cancellation and discharge of the Indebtedness (as defined in the Agreement) and obligations, this Assignment shall become null and void, and thereupon Assignee shall execute and deliver to Assignor any instruments which may be necessary or appropriate to terminate this Assignment and Assignee will promptly pay to Assignor any Credit Proceeds in excess of the amount required to repay the Indebtedness to the Assignee.

5. Assignment; Amendment. The terms, covenants, agreements and conditions contained herein shall extend to, include and inure to the benefit of and be binding upon Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns, as the case may be, and may not be terminated, changed or amended orally. Assignee, in Assignee's sole discretion, may assign this Assignment as security to any of its secured lenders without notice to Assignor.

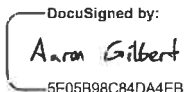
This Assignment shall be governed and construed in accordance with the laws of the State of New York without resort to its conflicts of laws rules. Each party hereto hereby irrevocably submits itself to the jurisdiction of the state courts of the State of New York. New York law shall govern (i) the validity and interpretation of the Agreement, (ii) the performance of the parties of their respective obligations hereunder, and (iii) all other causes of action (whether sounding in contract or in tort) arising out of or relating to this Agreement or the termination of this Agreement. The parties irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York, for the purpose of any suit, action or other proceeding arising out of or based upon this Assignment or the subject matter hereof, and each party hereby waives, and agrees not to assert, by way of motion, a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Assignment or the subject matter hereof may not be enforced in or by such court (provided, however, that the then applicable jurisdiction minimums are not waived). Assignor hereby consents to service of process by registered mail at the address to which notices are to be given. Assignor agrees that its submission to jurisdiction and its consent to service of process by mail is made for the express benefit of Assignee.

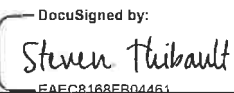
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

GOSSAMER PRODUCTIONS BC INC.

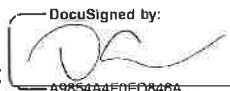
a corporation incorporated under the laws of the Province of British Columbia

By: 
Aaron Gilbert
Its: Authorized Signatory

By: 
Steven Thibault
Its: Authorized Signatory

THREE POINT CAPITAL HOLDINGS, LLC

a Delaware limited liability company

By: 
David Gendron

Its: Managing Director

By: 
Ali Jazayeri

Its: Managing Director

This is Exhibit **"B"** referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 10th day of October, 2023.



A Commissioner for taking Affidavits
for British Columbia



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

September 11, 2023

BLAKE, CASSELS & GRAYDON LLP

Barristers & Solicitors
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5

Asim Iqbal
Direct Line: +1 416.597.6008
aiqbal@millerthomson.com

File No. 0278790.0001

Attention: Claire Hildebrand

Dear Ms. Hildebrand:

Re: *In the Matter of a Plan of Compromise or Arrangement of BRON Media Corp. et al ("BRON" or the "Company")*, BCSC Vancouver Action No. S235084

We are in receipt of your letter dated August 29, 2023 (your "**Letter**") on behalf of Three Point Capital Holdings LLC ("**TPC**"). All terms capitalized but not defined herein are as defined in your Letter.

The Petitioners are operating within the CCAA proceeding with a view to preserving their assets for the benefit of stakeholders according to the Initial Order dated July 19, 2023, as amended by the Amended and Restated Initial Order dated July 28, 2023.

With respect to the Assignment Agreements and the Loan Agreements, we are advised that your client, TPC, has engaged Baker Tilly Canada WM LLP ("**Baker Tilly**") to complete necessary tax returns and filings on behalf of both BRON and TPC for both Fables and Gossamer. We are advised that the Company has delivered all of the requested documentation to Baker Tilly in respect of Fables, and the same is ongoing in respect of Gossamer. In short, the process of completing the necessary filings is ongoing at this time and progress is being made.

We trust that the foregoing addresses your concerns.

Yours truly,

MILLER THOMSON LLP

Per: 

Asim Iqbal AI/mf

This is Exhibit "**C**" referred to in the affidavit of Yiota Petrakis sworn before me at Vancouver, British Columbia this 10th day of October, 2023.



A Commissioner for taking Affidavits
for British Columbia



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5 Canada
Tel: 604-631-3300 Fax: 604-631-3309

September 15, 2023

Claire Hildebrand

Associate

Dir: 604-631-3331

claire.hildebrand@blakes.com

Reference: 28169/1

Via Email

Miller Thomson LLP
2200 - 700 West Georgia Street
Vancouver, BC V7Y 1K8

Attention: Asim Iqbal

**RE: *In the Matter of a Plan of Compromise or Arrangement of Bron Media Corp. (et al),*
BCSC Vancouver Action No. S235084**

Dear Sir:

We write further to our correspondence dated August 29, 2023, and in response to your September 11, 2023, correspondence (with defined terms as in those letters).

Thank you for confirming that the Debtors, Bron and the other CCAA petitioners intend to operate within the CCAA proceedings in accordance with their legal obligations to stakeholders, including our client.

To that end, we confirm that Baker Tilly is being engaged to complete all necessary tax returns and filings to ensure that the assigned Credit Proceeds are paid to TPC in accordance with its legal entitlements. We trust that Bron and the Debtors will continue to provide all required information to Baker Tilly to ensure the necessary returns, filings, and authorizations for the Debtors are made to the Canada Revenue Agency ("**CRA**").

Further, in accordance with standard practice, we understand that as Baker Tilly prepares the returns for review, TPC will work with Bron and the Debtors to set up deposit accounts with National Bank of Canada subject to an account control agreement (the "**Deposit Accounts**"). This will enable the assigned Credit Proceeds to be efficiently directed to TPC in accordance with the applicable agreements.

Once the Deposit Accounts are established, TPC will provide the bank account information to Baker Tilly to enter in the Direct Deposit Request portion of the respective tax returns prior to submission to CRA. If CRA is unable to process the respective refunds via Direct Deposit, the mailing address on the returns for any checks to be sent shall be to the attention of Baker Tilly for deposit in the Deposit Accounts.

Yours truly,

Claire Hildebrand

cc: Mark Wentzell, *Grant Thornton Limited*, in its capacity as Court-appointed Monitor
John Birch/Forrest Finn, *Cassels Brock & Blackwell LLP*, counsel to the Monitor
51404639

This is Exhibit "**D**" referred to in the affidavit Yiota Petrakis sworn before me at Vancouver, British Columbia this 10th day of October, 2023.



A Commissioner for taking Affidavits
for British Columbia

From: Iqbal, Asim <aiqbal@millerthomson.com>
Sent: Tuesday, September 19, 2023 9:28 AM
To: Hildebrand, Claire <claire.hildebrand@blakes.com>
Cc: Mark.Wentzell@ca.gt.com; Birch, John <jbirch@cassels.com>; ffinn@cassels.com; Mike Shakra (shakram@bennettjones.com) <shakram@bennettjones.com>
Subject: RE: In the Matter of a Plan of Compromise or Arrangement of Bron Media Corp. (et al), BCSC Vancouver Action No. S235084 [MTDMS-Legal.FID12178716]

• External Email | Courrier électronique externe •

Thanks Claire. Will circle back.

ASIM IQBAL
 Partner

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aiqbal@millerthomson.com



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From: Hildebrand, Claire <claire.hildebrand@blakes.com>
Sent: Tuesday, September 19, 2023 12:27 PM
To: Iqbal, Asim <aiqbal@millerthomson.com>
Cc: Mark.Wentzell@ca.gt.com; Birch, John <jbirch@cassels.com>; ffinn@cassels.com; Mike Shakra (shakram@bennettjones.com) <shakram@bennettjones.com>
Subject: RE: In the Matter of a Plan of Compromise or Arrangement of Bron Media Corp. (et al), BCSC Vancouver Action No. S235084

Hi Asim,

For clarity, I have been corresponding with you as counsel to Three Point Capital ("TPC"), not Access Road. TPC has been assigned the tax credit proceeds with respect to both Gossamer and Fables. It has a proprietary entitlement to them.

On that point, Bron has been aware since June (if not earlier) that TPC has been taking steps to preserve the Gossamer and Fables credit proceeds that it owns. The suggestion in your email that Bron is not aware of TPC's proprietary entitlement to these credit proceeds is concerning. To confirm, these proceeds are TPC's property and are not subject to any of the CCAA charges.

Please confirm your understanding of our client's proprietary entitlement to the Gossamer and Fables credit proceeds referenced in our correspondence of August 29 and September 15. We require clarity from your client on this issue, failing which we may need to bring it to the attention of the court at the next available opportunity, which we understand to be in early October.

Best,

Claire

Claire Hildebrand (she/her)
Associate
claire.hildebrand@blakes.com
T. +1-604-631-3331

From: Iqbal, Asim <aiqbal@millerthomson.com>
Sent: Saturday, September 16, 2023 1:07 PM
To: Alambre, Jennifer <jennifer.alambre@blakes.com>
Cc: Hildebrand, Claire <claire.hildebrand@blakes.com>; Mark.Wentzell@ca.gt.com; Birch, John <jbirch@cassels.com>; ffinn@cassels.com; Mike Shakra <shakram@bennettjones.com> <shakram@bennettjones.com>
Subject: Re: In the Matter of a Plan of Compromise or Arrangement of Bron Media Corp. (et al), BCSC Vancouver Action No. S235084

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Hello Jennifer,

Copying in the dip lender's counsel, Mike Shakra. As you know, all property subject to Access Road's security was primed by the DIP charge over your client's objection. The property you wish to put into a segregated bank account is most likely subject to the dip charge and wouldn't be possible to do.

Asim

Asim Iqbal
C: 647.202.6621

ASIM IQBAL
Partner

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From: Alambre, Jennifer <jennifer.alambre@blakes.com>
Sent: Friday, September 15, 2023 4:32:45 PM
To: aiqbal@millertomson.com <aiqbal@millertomson.com>
Cc: Hildebrand, Claire <claire.hildebrand@blakes.com>; Mark.Wentzell@ca.gt.com <Mark.Wentzell@ca.gt.com>; Birch, John <jbirch@cassels.com>; ffinn@cassels.com <ffinn@cassels.com>
Subject: **[**EXT**]** In the Matter of a Plan of Compromise or Arrangement of Bron Media Corp. (et al), BCSC Vancouver Action No. S235084

Good afternoon,

Please see the attached letter of today's date from Ms. Claire Hildebrand.

Regards,

Jennifer Alambre

Legal Administrative Assistant to Peter Rubin*,
 Karine Russell, Alison Burns and Tunç Dogan
jennifer.alambre@blakes.com

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