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VANCOUVER
SUPREME COURT SCHEDULING

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

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

APPLICATION RESPONSE OF HUDSON PRIVATE LP AND HUDSON PRIVATE CORP. DATED NOVEMBER 1, 2023 AND AFFIDAVIT OF CHRISTOPHER CONOVER SWORN NOVEMBER 1, 2023
(Sale Approval Hearing Returnable November 7, 2023)

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JOHN M. BUHLMAN / **MICHAEL STATHAM** / **PHILIP CHO** / **WOJTEK JASKIEWICZ**
Counsel for Premium Properties Limited

Hearing Date:	**07 NOV 2023**
Time:	**9:45 a.m.**
Place:	**Vancouver, B.C.**
Time Estimate:	**30 Minutes**
Submitted By:	**Aird & Berlis LLP**

INDEX

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IN THE SUPREME COURT OF BRITISH COLUMBIA

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PETITIONERS

APPLICATION RESPONSE

Application response of: Hudson Private LP and Hudson Private Corp. (together, "**Hudson**").

THIS IS A RESPONSE TO the notice of application of the Petitioners filed October 24, 2023.

Part 1: ORDERS CONSENTED TO

The application respondents do not consent to the granting of any of the orders set out in Part 1 of the notice of application.

Part 2: ORDERS OPPOSED

The application respondents oppose the granting of the orders set out in paragraphs 1-4 of Part 1 of the notice of application.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

The application respondents take no position on the granting of the orders set out in paragraph 5 of Part 1 of the notice of application.

Part 4: FACTUAL BASIS

1. As set out in the affidavit of Hudson’s Chief Executive Officer, Christopher Conover, sworn November 1, 2023.

2. Capitalized terms have the meaning ascribed to them in the affidavit of Christopher Conover sworn November 1, 2023.

3. Hudson is concerned that if the proposed sale transaction to the DIP Lender (CWML) is approved, the DIP Lender will receive proceeds of film and television productions which would otherwise have been paid to the Petitioners and Non-Petitioner Entities who in turn would have been responsible (as trustee) to pay such funds to Hudson and/or to CWMF (as trustee) for repayment of amounts owing to Hudson under the Term Sheets and Participation Agreements.

4. While the proposed sale indicates the DIP Lender will acknowledge the priorities under the CAMAs (i.e. paragraphs 157, 170, and 219 of the Third Report), Hudson’s concern is that the proposed sale does not impose an obligation on the DIP Lender as Purchaser to assume the obligations of the Petitioners and Non- Petitioner Entities to the

underlying lenders who were to be the beneficiaries of the funds to be received under the CAMAs.

5. Given the apparent close relationships between the Petitioners/Non-Petitioner Entities, Creative Wealth entities (including the DIP Lender) and their principals, Hudson supports the position of Premium Properties Limited in asking that the approval motion be adjourned pending an investigation being undertaken by the Monitor.

6. An investigation by the Monitor will allow for a more fulsome reporting to the Court as to the nature of the Bron/Creative Wealth relationships, the source of the indebtedness and security of the Creative Wealth entities, whether sufficient disclosure was provided by the Petitioners/Non-Petitioner Entities to prospective purchasers, and with respect to the appropriateness of the proposed sale in the Monitor's view following its investigation.

7. An investigation would also allow for substantive answers to be provided by the Monitor in response to the September 7 Letter, including with respect to what extent the assets being sold to the DIP Lender are income streams which the Petitioners/Non-Petitioner Entities were required to pay to CWMF, for the sole purpose of CWMF remitting those funds to Hudson.

8. The Court should order the Monitor to fully investigate and report on the foregoing so that the Court may then determine whether the proposed sale ought to be approved.

Part 5: LEGAL BASIS

9. The primary interest to be considered in a Court-supervised sales process is that of creditors.

10. Hudson, a significant creditor of the Petitioners, has raised specific concerns with the Monitor regarding an adverse impact to its security that may result from the proposed sale. Despite the Monitor having a positive obligation to consult with creditors, the Monitor has failed to respond to Hudson's inquiries or address Hudson's concerns as set out in the September 7 Letter.

11. In the context of a court supervised sales process, one of the factors the court is required to consider is the extent to which relevant creditors were consulted on the proposed sale.

12. There are serious concerns regarding the proposed sale to Creative Wealth entities, some of whom have common directors with the Petitioners.

13. CWMF filed a notice of intention to make a proposal on October 27, 2023.

14. The reports filed by the Monitor to date do not address the concerns raised by Hudson and other creditors and do not allow the Court to adequately supervise the proposed sales process.

15. The Notice of Application was only filed on October 24, 2023. More time is required for the Monitor to fully investigate the impact of the existing relationship between the Petitioners and Creative Wealth on the security of other creditors, including Hudson.

Part 6: MATERIAL TO BE RELIED ON

16. Affidavit #1 of Christopher Conover sworn November 1, 2023.

17. The Third Report of the Monitor.

The application respondents estimate that the application will take 30 minutes.

The application respondents have filed in this proceeding a document that contains the application respondents’ address for service.

Date: November 1, 2023

Mark van Zandvoort / Josh Suttner
Aird & Berlis LLP
Lawyers for Hudson Private LP and
Hudson Private Corp.

This is the First Affidavit
of Christopher Conover in this
proceeding, made November 1, 2023

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

PETITIONERS

AFFIDAVIT OF CHRISTOPHER CONOVER
(Sworn November 1, 2023)

I, **Christopher Conover**, of the City of Blauvelt, in the State of New York, SWEAR THAT:

1. I am the Chief Executive Officer of Hudson Private LP and Hudson Private Corp. (together "**Hudson**"). As such, I have personal knowledge of the facts and matters herein deposed to, except where stated to be based on information and belief, and where so stated, I do verily believe the same to be true.

2. I make this affidavit in response to the Petitioners' Notice of Application dated October 24, 2023, and to request that the sale approval motion be adjourned pending an investigation being undertaken by the Monitor with further reporting to

the Court, as such relief will be detailed in the application response to be filed by Premium Properties Limited (“**Premium Properties**”).

3. Unless otherwise defined herein, capitalised terms have the meaning ascribed to them in the Third Report of the Monitor dated October 26, 2023.

A. The Hudson Entities

4. Hudson Private LP is a limited partnership organized and existing under the laws of the State of New York. Hudson Private Corp. is incorporated pursuant to the laws of the State of New York.

5. Hudson is a private lender and also provides investment advisory services, including investment opportunities to fund independent and large studio films.

B. The Relationship Between the Bron Group and Creative Wealth Media/Jason Cloth

6. As outlined below, certain of the Petitioners, Non-Petitioner, and Creative Wealth entities are indebted to Hudson in connection with Hudson’s financing of film and/or television productions (the “**Film Loans**”).

7. Specifically, from 2017 to 2020, Hudson advanced monies to Creative Wealth Media Finance Corp. (“**CWMF**”), Bron Studios USA, Inc. (“**Bron Studios**”) and Bron Creative USA, Corp. (“**Bron Creative**”, and together with Bron Studios, “**Bron**”, both of whom are Petitioners) via the Film Loans.

8. A copy of the corporate profile for CWMF is attached as **Exhibit "1**", reflecting that Jason Cloth ("**Cloth**") is the sole director of CWMF.

9. Creative Wealth Media's website includes a page titled "Our Team" (https://cwmedialending.com/our-team/). On the "Our Team" page, the website includes a bio for Cloth, the founder and managing partner of Creative Wealth and a "Director of Bron Media Corp." (Bron Media Corp. being a Petitioner herein):

JASON M. CLOTH

CW MEDIA

Jason M. Cloth is a Director of Bron Media Corp. and the founder / Managing Partner of Creative Wealth Media in Toronto, Canada. He began his career in 1988 as a Fixed Income Economist for CIBC/Wood Gundy and holds a graduate degree in Economics. Jason founded Creative Wealth Management Group Inc in 1992 and partnered with a Toronto based Merchant Bank to provide financing on more than 40 film and television productions. Jason joined Bron Studios in September 2014 in a key strategic financial and investor management role. Jason has executive produced more than 67 feature films with producer BRON Studios, along the way raising in excess of $750 million for the film industry. He is credited on such films as Denzel Washington's FENCES (Paramount), Joaquin Phoenix's JOKER (Warner Bros), Charlize Theron's BOMBSHELL (Lionsgate), and ADDAMS FAMILY (MGM Studios), THE GOOD LIAR (Warner Bros), QUEEN & SLIM (Universal).

10. With respect to Hudson's Film Loans, I interacted specifically with Cloth as well as Bron's principals, including Aaron Gilbert.

11. In Aaron Gilbert's Affidavit sworn July 18, 2023, filed in support of the initial application to the Court, he states at paragraph 50 that CWMF is one of the Petitioners' largest creditors:

> 50. The Company's largest creditors – Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, and Creative Wealth Media Lending Inc. – are based in Canada.

12. I believe that CWMF is listed as one of the Petitioners/Non-Petitioners' largest creditors given CWMF received substantial funds from Hudson and other investor creditors which were then lent to the Petitioners/Non-Petitioner Entities under Financing Arrangements as part of the Film Loans and similar transactions.

C. Creative Wealth Media Finance Corp.'s Filing of an NOI under the BIA on October 27, 2023

13. Hudson has learned that on Friday, October 27, 2023, one day after the Monitor's Third Report was released, CWMF filed a Notice of Intention to make a Proposal under the Canadian *Bankruptcy and Insolvency Act*. Attached hereto as **Exhibit "2"** is the bankruptcy search results for CWMF.

14. As I will explain below, the likely effect of CWMF's filing will be to further prejudice Hudson and others given the ongoing litigation which Hudson has against CWMF, Bron, and Cloth.

D. The Film Loans and their Structure, Generally

15. As indicated, between 2017 and 2020 Hudson advanced significant funds to both CWMF and Bron via the Film Loans. For each of the Film Loans, a wholly-owned subsidiary of Bron was created and was a borrower of the Film Loan and/or co-producer of the underlying production, as summarized below:

Film Loan Funded by Hudson	Other Parties (in addition to CWMF) to the Hudson Film Loan Transactions
Fonzo/a.k.a. Capone	Fonzo, LLC (Non-Petitioner) Fonzo Production Services Inc. (Non-Petitioner)
Greyhound	Bron Creative (Petitioner) Bron Studios (Petitioner)
Bombshell/a.k.a. Fair and Balanced	Lucite Desk LLC (Petitioner)
Harry Haft	Harry Haft Films, LLC (now named Heavyweight Holdings, LLC) (Petitioner)
Shadowplay	Shadowplay Series Holdings UK Limited (Non-Petitioner)

16. Generally speaking, the structure of the Film Loans (other than Shadowplay) can be explained as follows:

   i. Hudson and CWMF, Bron and/or Cloth would enter into a Term Sheet and/or Participation Agreement, which set out the structure as to how Hudson would advance funds to CWMF, which would in turn advance the funds to the underlying Petitioner/Non-Petitioner Entities, as well as how

Hudson was to be repaid (i.e. on account of principal, interest, and equity participation); and

ii. To the extent of Hudson's participation interest, the participation agreements provided that CWMF and/or Bron was trustee and agent for Hudson in administering and servicing the underlying Financing Agreements and all rights, remedies and benefits thereunder, including the perfection of security interests, receiving Collections, and the exercise of all other rights and remedies. For example, in the case of the participation agreement for the Fonzo Film Loan (in which CWMF is defined as the "Purchaser" and Hudson is the "Financier"), paragraphs 3(a) to 3(c) of the Participation Agreements provide that:

> 3. (a) Financier shall participate in the Collections and be repaid principal and interest and share in "Adjusted Gross Revenues" derived from exploitation of the Picture, on and subject to the terms provided in Schedule "A" to the extent of its Participation.
>
> (b) To the extent of the Participation, Purchaser is and shall be a trustee and agent for Financier in administering and servicing the Financing Agreements and all rights, remedies and benefits thereunder, including making the Investment, the perfection of security interests and other liens in the Collateral, receiving Collections, execution of agreements in connection therewith and the exercise of all other rights and remedies of a Purchaser and secured party with respect thereto.
>
> (c) Purchaser shall have the obligation to account to Financier for Financier's share of the Collections. All Collections and/or payments received by Purchaser with respect to Financier's interest in the Investment, including proceeds of Collateral and claims with respect thereto, which are received by Purchaser shall be held in trust for Financier and deposited by Purchaser in one or more of its bank accounts and applied as provided herein.

E. The September 7, 2023 Letter Sent by Hudson's Counsel to the Monitor

17. The current amount owing to Hudson in connection with the Film Loans and Judgments obtained is approximately USD $34.1M million inclusive of principal

and interest (before equity participation and accruing interest and discount, as applicable, the “**Indebtedness**”).

18. On September 7, 2023 (the “**September 7 Letter**”), Hudson’s Canadian lawyers sent a letter to the Monitor detailing the Indebtedness owing to Hudson, and appending to the letter the Judgments, Term Sheets, and Participation Agreements pursuant to which the Indebtedness arises. The September 7 Letter is attached hereto as **Exhibit “3”**.

19. The Judgments obtained by Hudson Private Corp. against Bron Creative in the amount of USD $7,254,614.59 (plus interest) as discussed in paragraph “1.” of the September 7 Letter, are attached hereto at **Exhibit “4”** and **Exhibit “5”**, respectively. These two Judgments were with respect to the same unpaid loan owing to Hudson Private Corp. and are not cumulative. The applications brought by Hudson is Ontario to have the Judgments recognized in Ontario were stayed as a result of this proceeding.

20. As is detailed in the September 7 Letter, prior to this proceeding, Hudson brought a Complaint against Bron, CMWF and Cloth in the United States District Court Southern District of New York (which remains ongoing) to recover the monies owing under four of the Film Loans (Fonzo, Greyhound, Bombshell, and Harry Haft).

21. In addition, Hudson Private LP has commenced a further proceeding in the Federal Court in New York against CWMF with respect to the Shadowplay Film Loan, which is discussed in a previous Declaration I signed dated November 28, 2022

(the “**Conover Declaration**”), and which I have attached with exhibits as **Exhibit “6”**.

22. Like the Amended Complaint, the Shadowplay proceeding remains ongoing.

F. Information Requests Made by Hudson of the Monitor

23. Hudson’s purpose in having its counsel send the September 7 Letter to the Monitor was to obtain certain information from the Monitor concerning the claimed indebtedness owing to the Creative Wealth entities by the Petitioners/Non-Petitioner Entities, including whether amounts claimed by Creative Wealth entities are, in fact, on account of the funds advanced by Hudson to CWMF.

24. The September 7 Letter accordingly asked that the Monitor confirm:

   i. That it has reviewed and validated the instruments of indebtedness and security upon which the Creative Wealth entities (collectively, “**Creative Wealth**”) are relying in support of the secured and unsecured amounts which the Petitioners and Creative Wealth claim are owing by the Petitioners to Creative Wealth (the “**Creative Wealth Indebtedness**”);

   ii. Whether the Creative Wealth Indebtedness includes claims in respect of the Film Loans as well as the film Shadowplay for which CWMF is indebted to Hudson, and if so, the amounts being claimed by the Creative Wealth entities for each, and if any of the amounts claimed are on account of amounts advanced by Hudson under the Film Loan Term Sheets;

a. Assuming the answer to “ii” is yes, what steps will be taken by the Monitor to ensure that amounts owing to Hudson are properly paid to it, and are not used by Creative Wealth or its related entities in making a credit bid as part of the Sales Process; and

iii. What other persons or entities were sold a participation interest in Fonzo, Greyhound, Bombshell, Harry Haft, and Shadowplay by Creative Wealth and/or the Petitioners/Non-Petitioner Entities, and provide Hudson with copies of any such participation agreements.

25. On September 19, 2023, the Monitor’s counsel responded to the September 7 Letter. However, the response largely failed to provide any of the information requested in the September 7 Letter. A copy of the September 19 response from the Monitor’s counsel is attached as **Exhibit “7”**.

26. The Monitor’s Second Report dated October 6, 2023 was subsequently served, and disclosed a letter sent by Weirfoulds LLP (counsel to Premium Properties) to the Monitor on October 3, 2023, which was sent on behalf of certain other investor creditors (this letter is appended as Appendix “B” to the Second Report) (the “**Investor Creditors’ Letter**”).

27. Upon learning of the Investor Creditors’ Letter, Hudon’s counsel sent a further letter to the Monitor on October 10, 2023 requesting that the Monitor treat Hudson as an investor creditor, so that Hudson would receive all information and responses that the Monitor sent to the class of investors creditors. A copy of the October 10 Letter, with enclosures, is attached as **Exhibit “8”**.

28. As of the date of my affidavit, neither the Monitor nor its counsel has responded to the October 10 Letter.

G. An Investigation by the Monitor is Warranted

29. Hudson is concerned that if the proposed sale transaction to the DIP Lender (CWML) is approved, the DIP Lender will receive proceeds of film and television productions which would otherwise have been paid to the Petitioners and Non-Petitioner Entities who in turn would have been responsible (as trustee) to pay such funds to Hudson and/or to CWMF (as trustee) for repayment of amounts owing to Hudson under the Term Sheets and Participation Agreements.

30. While the proposed sale indicates the DIP Lender will acknowledge the priorities under the CAMAs (i.e. paragraphs 157, 170, and 219 of the Third Report), Hudson's concern is that the proposed sale does not impose an obligation on the DIP Lender as Purchaser to assume the obligations of the Petitioners and Non-Petitioner Entities to the underlying lenders who were to be the beneficiaries of the funds to be received under the CAMAs.

31. Given the apparent close relationships between the Petitioners/Non-Petitioner Entities, Creative Wealth entities (including the DIP Lender) and their principals, Hudson supports the position of Premium Properties in asking that the approval motion be adjourned pending an investigation being undertaken by the Monitor.

32. An investigation by the Monitor will allow for a more fulsome reporting to the Court as to the nature of the Bron/Creative Wealth relationships, the source of the

indebtedness and security of the Creative Wealth entities, whether sufficient disclosure was provided by the Petitioners/Non-Petitioner Entities to prospective purchasers, and with respect to the appropriateness of the proposed sale in the Monitor's view following its investigation.

33. An investigation would also allow for substantive answers to be provided by the Monitor in response to the September 7 Letter, including with respect to what extent the assets being sold to the DIP Lender are income streams which the Petitioners/Non-Petitioner Entities were required to pay to CWMF, for the sole purpose of CWMF remitting those funds to Hudson.

34. The Court should order the Monitor to fully investigate and report on the foregoing so that the Court may then determine whether the proposed sale ought to be approved.

SWORN by Christopher Conover of the City of Pearl River in the State of New York, before me by videoconference at the City of Toronto, in the Province of Ontario on November 1, 2023.

JS

A Commissioner for taking Affidavits for British Columbia

Joshua Suttner, LSO #75286M

Christopher Conover

This is **Exhibit "1"** referred to in the Affidavit of Christopher Conover sworn November 1, 2023.

____

Commissioner for Taking Affidavits (or as may be)

Transaction Number: APP-A10302290655
Report Generated on October 31, 2023, 11:35

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

CREATIVE WEALTH MEDIA FINANCE CORP. as of October 31, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CREATIVE WEALTH MEDIA FINANCE CORP.
Ontario Corporation Number (OCN)	2375360
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 31, 2013
Registered or Head Office Address	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	JASON CLOTH
Address for Service	455 Cochrane Drive, 21, Markham, Ontario, Canada, L3R 9R3
Resident Canadian	Yes
Date Began	May 31, 2013

Active Officer(s)

There are no active Officers currently on file for this corporation.

Corporate Name History

Name	CREATIVE WEALTH MEDIA FINANCE CORP.
Effective Date	May 31, 2013

Active Business Names

Name	CREATIVE WEALTH MEDIA
Business Identification Number (BIN)	280163163
Registration Date	February 09, 2018
Expiry Date	February 07, 2028

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Transaction Number: APP-A10302290655
Report Generated on October 31, 2023, 11:35

Document List

Filing Name	Effective Date
Annual Return - 2017 PAF: JASON CLOTH - DIRECTOR	December 29, 2019
Annual Return - 2016 PAF: JASON CLOTH - DIRECTOR	September 02, 2018
Annual Return - 2015 PAF: JASON CLOTH - DIRECTOR	September 02, 2018
Annual Return - 2014 PAF: JASON CLOTH - DIRECTOR	September 02, 2018
Annual Return - 2013 PAF: JASON CLOTH - DIRECTOR	September 02, 2018
BCA - Articles of Incorporation	May 31, 2013

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

This is **Exhibit “2”** referred to in the Affidavit of Christopher Conover sworn November 1, 2023.

Commissioner for Taking Affidavits (or as may be)

Government of Canada Gouvernement du Canada

Bankruptcy and Insolvency Records Search (BIA) search results | Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)

2023-10-31

Search Criteria | Critères de recherche :	Name | Nom = CREATIVE WEALTH MEDIA FINANCE CORP.
Reference | Référence :	

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2023-10-27, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2023-10-27, selon les critères de recherche susmentionnés.

BIA Estate Number | Numéro du dossier en vertu de la LFI :	31-3003083
BIA Estate Name | Nom du dossier en vertu de la LFI :	Creative Wealth Media Finance Corp.
Birth Date | Date de naissance :	
Province :	Ontario | Ontario
Address | Adresse :	151 Bloor Street West, Ste 700, Toronto, Ontario, M5S1S4
Estate Type | Type de dossier :	NOTICE OF INTENTION | AVIS D'INTENTION
Date of Proceeding | Date de la procédure :	2023-10-27
Total Liabilities* | Total du passif* :	$0
Total Assets* | Total de l'actif* :	$0
First Meeting of Creditors | Première assemblée des créanciers :	
Discharge Status | Statut de la libération :	
Effective Date | Date d'entrée en vigueur :	
Court Number | Numéro de cour :	31-3003083

* As declared by debtor | Tel que déclaré par le débiteur

Appointed Licensed Insolvency Trustee or Administrator | Syndic autorisé en insolvabilité ou administrateur nommé :	ROSEN GOLDBERG INC.
Responsible Person | Personne responsable :	ROSEN, BRAHM HOWARD
Address | Adresse :	5255 Yonge St, Suite 804, TORONTO, Ontario, Canada, M2N6P4
Telephone | Téléphone :	416-224-4210
Fax | Télécopieur :	416-224-4330
Licensed Insolvency Trustee or Administrator's Discharge Date | Date de la libération du syndic autorisé en insolvabilité ou de l'administrateur :	

Government of Canada Gouvernement du Canada

Search results - Bankruptcy and Insolvency Records Search

To see detailed information on any listing, click on the name of the business or individual below. **Don't forget to print the information or save it to your desktop.**

Search Criteria CREATIVE WEALTH MEDIA FINANCE CORP. > Both

BIA (Bankruptcy and Insolvency Act) Records
CCAA (Companies' Creditors Arrangement Act) Records

Search

Matches found: 0

Search results

Name	CCAA File Number	Date of Proceeding	Monitor
No records found			

This is **Exhibit "3"** referred to in the Affidavit of Christopher Conover sworn November 1, 2023.

Commissioner for Taking Affidavits (or as may be)

AIRD BERLIS

Mark van Zandvoort
Direct: 416.865.4742
E-mail: mvanzandvoort@airdberlis.com

September 7, 2023

BY EMAIL

Grant Thornton Limited
333 Seymour Street, Suite 1600
Vancouver, BC V6B 0A4

ATTN: Mark Wentzell, James Saxton, Eric Jamieson & Bruce Bando

Dear Messrs. Wentzell, Saxton, Jamieson, and Bando:

RE: Indebtedness owing by Bron Group of Companies to Hudson Private LP and Hudson Private Corp. (together, "Hudson")

As you know, we are the Canadian lawyers for Hudson Private LP and Hudson Private Corp. (**Hudson Corp.**) (together, "**Hudson**").

We are writing to the Monitor to:

i. ensure that the indebtedness owing to Hudson by the Bron Group of Companies (collectively, the "**Debtors**") is accurately reflected in the Debtors and Monitor's books and records and in the Monitor's Creditor Mailing List (Hudson is currently omitted from the Monitor's Creditor Mailing List); and

ii. obtain certain information from the Monitor concerning the claimed indebtedness owing to the Creative Wealth entities by the Debtors, including whether amounts claimed by Creative Wealth are, in fact, on account of the funds advanced by Hudson to Creative Wealth as detailed in the Amended Complaint (defined below).

The current amount owing by the Debtors to Hudson is in the approximate sum of USD $34.1M million inclusive of principal and interest (before equity participation and accruing interest and discount, as applicable, the "**Indebtedness**").

Enclosed herein are the following documentation in support of the Indebtedness owing to Hudson:

1. **Separately Enclosed** - Hudson Corp.'s Amended Application Record dated June 28, 2023 (CV-22-00691045-00000), with respect to the request to register in Ontario certain Judgments obtained by Hudson Corp. against Bron Creative USA, Corp. in the United States in the amount of USD $7,254,614.59, with interest accruing after January 24, 2023 at the rate of 9% per annum;

2. **Tab 1** – The Amended Complaint (Civ. Action No. 7:21-cv-08259) filed by Hudson in the United States District Court Southern District of New York as against Bron Studios USA, Inc., Bron Creative USA Corp., Creative Wealth Media Finance Corp., and Jason Cloth (the "**Amended Complaint**").

The Amended Complaint seeks outstanding principal and interest under certain Film Loans detailed below, before equity participation and accruing interest and discount, as applicable, in a sum exceeding USD $17.73 million with respect to Hudson LP and in the approximate sum of USD $9 million with respect to Hudson Corp.

3. With respect to the Film Loans referenced in the Amended Complaint, please review the following:

   Fonzo/a.k.a. Capone:

   a. **Tab 2** - The Fonzo Term Sheet referred to in paragraph 31 of the Amended Complaint;
   b. **Tab 3** - The Fonzo Participation Agreement referred to in paragraph 36 of the Amended Complaint;
   c. **Tab 4** - Package provided to Hudson by Bron/Creative Wealth concerning the Fonzo Film investment;

   Greyhound:

   a. **Tab 5** - The Greyhound Term Sheet referred to in paragraph 43 of the Amended Complaint;
   b. **Tab 6** - The Greyhound Participation Agreement referenced in paragraph 47 of the Amended Complaint;

   Bombshell/a.k.a. Fair and Balanced:

   a. **Tabs 7, 8, and 9** - The Bombshell Term Sheets referred to in paragraph 55 of the Amended Complaint;
   b. **Tabs 10 and 11** – The Bombshell Participation Agreements referred to in paragraph 60 of the Amended Complaint;

   Harry Haft:

   c. **Tab 12** - The Harry Haft Term Sheet referred to in paragraph 70 of the Amended Complaint.

As is reflected in the Term Sheets and Participation Agreements, Creative Wealth and/or the Debtors serves as Hudson's trustee and agent in connection with the Film Loans, including collecting payments due thereunder, and are obligated to account to Hudson for its share of proceeds due in connection with the Loans.

We ask that the Monitor confirm:

i. That it has reviewed and validated the instruments of indebtedness and security upon which the Creative Wealth entities (collectively, "**Creative Wealth**") are relying in support of the secured and unsecured amounts which the Debtors and Creative Wealth claim are owing by the Debtors to Creative Wealth (the "**Creative Wealth Indebtedness**");

ii. Whether the Creative Wealth Indebtedness includes claims in respect of the foregoing films as well as the film Shadowplay for which Creative Wealth is indebted to Hudson, and if so, the amounts being claimed by Creative Wealth for each, and if any of the amounts claimed are on account of amounts advanced by Hudson under the Term Sheets as detailed herein;

   a. Assuming the answer to "ii" is yes, what steps will be taken by the Monitor to ensure that amounts owing to Hudson are properly paid to it, and are not used by Creative Wealth or its related entities in making a credit bid as part of the Sales Process;

iii. What other persons or entities were sold a participation interest in Fonzo, Greyhound, Bombshell, Harry Haft, and Shadowplay by Creative Wealth and/or the Debtors, and provide us with copies of any such participation agreements; and

iv. That the Monitor will list the amount of the Indebtedness owing to Hudson as detailed herein in the Creditor Mailing List.

We would appreciate receiving the Monitor's response to these inquiries, and the requested documentation, by September 18, 2023.

Yours truly,

AIRD & BERLIS LLP

Mark van Zandvoort
MvZ\cp

Encls.

c.c. John Birch & Forrest Finn – Cassels Brock & Blackwell LLP

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TAB 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

HUDSON PRIVATE LP and HUDSON PRIVATE CORP., Plaintiffs, vs. BRON STUDIOS USA, INC., BRON CREATIVE USA, CORP., CREATIVE WEALTH MEDIA FINANCE CORP., and JASON CLOTH, Defendants.	Civ. Action No. 7:21-cv-08259 **JURY TRIAL DEMANDED**

AMENDED COMPLAINT

Plaintiffs Hudson Private LP ("Hudson LP") and Hudson Private Corp. ("Hudson Corp." and together with Hudson LP, "Hudson" or "Plaintiff"), by their undersigned counsel and for their Amended Complaint against defendants Bron Studios USA, Inc. ("Bron Studios"), Bron Creative USA, Corp. ("Bron Creative" and together with Bron Studios, "Bron"), Creative Wealth Media Finance Corp. ("Creative Wealth"), and Jason Cloth ("Cloth" and together with Creative Wealth, and Bron, "Defendants"), allege as follows:

INTRODUCTION

1. This action arises out of Defendants' indebtedness to Hudson, aggregating millions of dollars, in connection with Hudson's financing of film and/or television productions (the "Film Loans").

PARTIES

2. Hudson LP is a limited partnership organized and existing under the laws of the State of New York, with principal offices at 15 Central Avenue, Pearl River, NY 10965.

3. Hudson Corp. is a business corporation organized and existing under the laws of the State of New York, with principal offices at 15 Central Avenue, Pearl River, NY 10965.

4. Hudson provides investment advisory services, including investment opportunities in funding independent and large studio films.

5. Bron Studios is a business corporation organized and existing under the laws of the State of Nevada.

6. Bron Studios develops, finances and produces film, TV and digital projects.

7. Bron Creative is a business corporation organized and existing under the laws of the State of Nevada.

8. According to the Bron Creative website, Bron Studios "works alongside its colleagues at Creative Wealth Media, under the branding 'BRON Creative', to provide equity or senior secured debt financing for studio motion pictures and global network series television."

9. Creative Wealth is a business corporation organized and existing under the laws of Canada, with an office at 151 Bloor Street West, Suite 700, Toronto, Canada M5S 1S4.

10. According to its website, Creative Wealth "is a prolific film and television financing company that has executive produced over 50 movies, while raising and deploying in excess of $650 million for a portfolio of critical hits, commercial blockbusters and cult favorites."

11. Creative Wealth is the main financier for Bron Studios.

12. Cloth is a natural person and resides in Ontario, Canada.

13. Cloth is the founder and CEO of Creative Wealth, an owner and director of Bron Creative, and represented to Hudson LP that he holds a 20% ownership interest in Bron and is a board member thereof.

JURISDICTION AND VENUE

14. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1), because Plaintiffs are citizens of the State of New York, and Bron Creative and Bron Studios are citizens of different states (Nevada), and pursuant to 28 U.S.C. § 1332(a)(2), because Creative Wealth is a citizen of a foreign state (Canada), and the amount in controversy exceeds $75,000, exclusive of interest and costs.

15. The Court has personal jurisdiction over Defendants pursuant to New York CPLR § 301 *et seq.* and the United States Constitution, because Defendants regularly and systematically conduct business in New York, avail themselves of the benefits and protections of New York, and own, use or possess real property in New York.

16. The Court has personal jurisdiction over Defendants pursuant to New York CPLR § 302(a)(1) and the United States Constitution, because the causes of action set forth herein arise from Defendants' transaction of business in New York.

17. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events and omissions giving rise to the claims herein occurred in this District.

18. In the alternative, venue in this District is proper pursuant to 28 U.S.C. § 1391(b)(3), because Defendants are subject to personal jurisdiction in this District.

19. In various agreements at issue herein, one or more Defendants irrevocably submitted to the jurisdiction of this Court and waived any objection to the laying of venue in this District.

FACTUAL BACKGROUND

20. From 2017 to 2020, Hudson invested monies with both Creative Wealth and Bron via the Film Loans.

21. As detailed below, Hudson was induced to make certain investments with Creative Wealth and Bron (as applicable) based upon representations that the funds advanced would be subsequently conveyed by Creative Wealth and Bron (as applicable) to third-party production company borrowers for the express purpose of financing the pre-production, production, post-production, and delivery of certain film and/or television productions.

22. For each of the Film Loans, a wholly-owned subsidiary of Bron was either the underlying production company borrower or was the co-producer of the production.

23. Each of the Film Loans consisted of a principal amount, interest, a discount, and/or participation interest in the film's net profits (as applicable) and was to be repaid to Hudson by specific dates.

24. Currently, the outstanding principal and interest under the Film Loans, before equity participation and accruing interest and discount, as applicable, is over $17 million with respect to the investment made by Hudson LP and over $5 million with respect to the investment made by Hudson Corp.

Defendants' Misrepresentations

25. To induce Hudson to enter into the Film Loans and to advance the funds thereunder, Cloth, in his individual capacity and on behalf of Defendants, made various knowingly false representations to Hudson (the "Film Loan Representations").

26. Cloth represented to Hudson that the funds advanced by Hudson via the Film Loans would be advanced to specific third-party production company borrowers for the express purpose of financing the pre-production, production, post-production, and delivery of certain film and/or television productions.

27. Cloth also represented to Hudson that Bron would "back-stop" the Film Loans to guarantee repayment of the indebtedness owing to Hudson LP thereunder.

28. Cloth further represented to Hudson that Creative Wealth and Bron were well-funded and possessed sufficient security to ensure that the Film Loans would be repaid.

29. In reliance upon the Film Loan Representations, Hudson made the Film Loans and advanced approximately $19 million thereunder to Creative Wealth and Bron.

30. The Film Loan Representations were material because they affected, among other things, Hudson's risk analysis in connection with the Film Loans.

Financing for Motion Picture Project "Fonzo/Capone"

31. On or about April 1, 2018, Hudson LP and Creative Wealth entered into a binding Term Sheet (the "Fonzo Term Sheet") pursuant to which Hudson LP provided $3,000,000 to Creative Wealth for the latter's loan to non-party Fonzo, LLC (wholly owned and controlled by Bron Studios) in the amount of up to $12,600,000 in connection with the production of the motion picture entitled "Fonzo" (later renamed "Capone") (the "Fonzo Loan").

32. The Fonzo Term Sheet is governed by New York law.

33. Pursuant to the Fonzo Term Sheet, as consideration for its investment, Hudson LP is entitled to 25% of the motion picture's Net Profits (as defined in the Fonzo Term Sheet), in addition to repayment in full of the Fonzo Loan.

34. The Fonzo Loan originally bore interest at the annual rate of 10% compounded annually, but such rate was increased to 13% on October 1, 2018, and then increased again to 15% on April 1, 2019, in exchange for various written extensions of the maturity date.

35. The original maturity date for the Fonzo Loan is October 1, 2018, which was extended through the date on which the motion picture was released.

36. On or about April 1, 2018, Hudson LP and Creative Wealth also entered into a related Participation Agreement (the "Fonzo Participation Agreement") pursuant to which, as consideration for its investment, Hudson LP was issued an undivided fractional interest in the Fonzo Loan (the "Fonzo Participation").

37. Pursuant to the Fonzo Participation Agreement, Creative Wealth serves as Hudson LP's trustee and agent in connection with the Fonzo Loan, including collecting payments due thereunder and enforcing rights and remedies, and is obligated to account to Hudson LP for its share of proceeds due in connection with the Fonzo Loan.

38. Creative Wealth has improperly refused to account to Hudson LP for the latter's share of proceeds due in connection with the Fonzo Loan.

39. The "Capone" motion picture was released in May 2020.

40. Creative Wealth has defaulted on its repayment obligations to Hudson LP under the Fonzo Term Sheet.

41. In a signed writing dated April 21, 2021, Cloth affirmed that $2,620,117.56 in principal and $1,052,907.81 in interest was owed to Hudson LP under the Fonzo Term Sheet as of December 31, 2020.

42. $3,587,877.88 is due and owing to Hudson LP as of July 31, 2022.

<u>Financing for Motion Picture Project "Greyhound"</u>

43. On or about April 1, 2018, Hudson LP, Creative Wealth, Bron Creative, Bron Studios, and Cloth entered into a binding Term Sheet (the "Greyhound Term Sheet") pursuant to which Hudson LP provided $3,000,000 to Creative Wealth in connection with Bron Creative's co-financing and distribution (with non-party Sony Pictures) of the motion picture entitled "Greyhound" (the "Greyhound Loan").

44. Pursuant to the Greyhound Term Sheet, as consideration for its investment, Hudson LP is entitled to $3,360,000 from the motion picture's revenues, 25% of proceeds received by Bron Creative following repayment of the financing, and 32% of certain facilitation fees.

45. The original maturity date for the Greyhound Loan was extended (in writing) through the date on which the motion picture was released, in exchange for an annual interest rate of 15% from April 1, 2019.

46. Under the Greyhound Term Sheet, the prevailing party in a dispute arising thereunder is entitled to recover its reasonable attorneys' fees and costs.

47. On or about April 1, 2018, Hudson LP and Bron Creative also entered into a related Participation Agreement (the "Greyhound Participation Agreement") pursuant to which, as consideration for its investment, Hudson LP was issued an undivided fractional interest in the Greyhound Loan (the "Greyhound Participation").

48. Pursuant to the Greyhound Participation Agreement, Bron Creative serves as Hudson LP's trustee and agent in connection with the Greyhound Loan, including collecting payments due thereunder and enforcing rights and remedies, and is obligated to account to Hudson LP for its share of proceeds due in connection with the Greyhound Loan.

49. The Greyhound Participation Agreement is governed by New York law and states that the parties thereto irrevocably attorn and submit to the non-exclusive jurisdiction of the state and federal courts located in New York, NY.

50. Bron Creative has improperly refused to account to Hudson LP for the latter's share of proceeds due in connection with the Greyhound Loan.

51. The "Greyhound" motion picture was released in July 2020.

52. Creative Wealth, Bron Creative, Bron Studios, and Cloth have defaulted on their repayment and other obligations to Hudson LP under the Greyhound Term Sheet.

53. In a signed writing dated April 21, 2021, Cloth affirmed that $3,360,000.00 in principal and $1,017,389.58 in interest was owed to Hudson LP under the Greyhound Term Sheet as of December 31, 2020.

54. $1,593,582.73 is due and owing to Hudson LP as of July 31, 2022.

Financing for Motion Picture Project "Bombshell"

55. In or about 2019, Hudson, Creative Wealth, and Cloth entered into various binding Term Sheets (together, the "Bombshell Term Sheets") pursuant to which Hudson LP provided $3,000,000, and Hudson Corp. provided $5,000,000, to Creative Wealth in connection with the latter's co-financing and distribution (with non-party Lions Gate Films) of the motion picture entitled "Bombshell" (the "Bombshell Loans").

56. The Bombshell Term Sheets are governed by New York law.

57. Pursuant to the Bombshell Term Sheets, Hudson was to be repaid its investment, plus a 15% rate of return, on or before the latter of: (a) one year from the date of the Bombshell Term Sheet or (b) 180 days after the "Bombshell" motion picture is released to the public.

58. Under the Bombshell Term Sheets, in the event Hudson LP is not timely repaid, Hudson LP is entitled to additional interest at the rate of 1.5% per month on the entire outstanding amount until paid.

59. Moreover, pursuant to the Bombshell Term Sheets, following repayment in full, Hudson LP is entitled to 20% of 100% of the "Bombshell" motion picture's "Net Profits" (as defined in a Collection Account Management Agreement), and Hudson Corp. is entitled to 10% of any further proceeds received by Creative Wealth.

60. In or about 2019, Hudson and Creative Wealth entered into related Participation Agreements (the "Bombshell Participation Agreements") pursuant to which, as consideration for its investment, Hudson was issued an undivided fractional interest in the Bombshell Loans (the "Bombshell Participations").

61. Pursuant to the Bombshell Participation Agreements, Creative Wealth serves as Hudson's trustee and agent in connection with the Bombshell Loans, including collecting payments due thereunder and enforcing rights and remedies, and is obligated to account to Hudson for its share of proceeds due in connection with the Bombshell Loans.

62. The Bombshell Participation Agreements are governed by New York law and states that the parties thereto irrevocably attorn and submit to the non-exclusive jurisdiction of the state and federal courts located in New York, NY.

63. Creative Wealth has improperly refused to account to Hudson for the latter's share of proceeds due in connection with the Bombshell Loans.

64. Under the Bombshell Term Sheets, the prevailing party in a dispute arising thereunder is entitled to recover its reasonable attorneys' fees and costs.

65. The "Bombshell" motion picture was released in December 2019, and generated approximately $31.7 million in the United States and an aggregate of about $28 million in other countries.

66. Creative Wealth has defaulted on its obligations, including payment obligations, to Hudson under the Bombshell Term Sheets and the Bombshell Participation Agreements.

67. In a signed writing dated April 21, 2021, Cloth affirmed that $2,860,313.00 in principal and $745,166.14 in interest was owed to Hudson LP under the Bombshell Term Sheets as of December 31, 2020.[1]

68. $4,649,639.09 is due and owing to Hudson LP as of July 31, 2022.

69. $7,462,208.65 is due and owing to Hudson Corp. as of July 31, 2022.

Financing for Motion Picture Project "Harry Haft"

70. On or about April 8, 2019, Hudson LP and Creative Wealth entered into a binding Term Sheet (the "Harry Haft Term Sheet") pursuant to which Hudson LP provided $3,976,250 to Creative Wealth for the latter's loan to non-party Harry Haft Films, LLC (wholly owned and controlled by Bron Studios) in the amount of up to $12,500,000 in connection with the production of the motion picture entitled "Harry Haft" (the "Harry Haft Loan").

71. The Harry Haft Term Sheet is governed by New York law.

72. Pursuant to the Harry Haft Term Sheet, as consideration for its investment, Hudson LP is entitled to $5,169,125 from the motion picture's gross receipts.

73. Upon an event of default, the Harry Haft Loan bears interest at the rate of 13% compounded annually.

74. Under the Harry Haft Term Sheet, the prevailing party in a dispute arising thereunder is entitled to recover its reasonable attorneys' fees and costs.

75. The Harry Haft Loan matured on April 8, 2021.

76. Creative Wealth has defaulted on its obligations, including payment obligations, to Hudson LP under the Harry Haft Term Sheet.

[1] These amounts are separate from those owed by Creative Wealth to Hudson Corp.

77. In a signed writing dated April 21, 2021, Cloth affirmed that $3,976,250.00 in principal was owed to Hudson LP under the Harry Haft Term Sheet as of December 31, 2020.

78. $6,052,832.92 is due and owing to Hudson LP as of July 31, 2022.

Cloth's Recent Admissions of Misrepresentations and Misuse of Film Loan Proceeds

79. Cloth advised Hudson LP that, contrary to the Film Loan Representations, as well as the terms of the Film Loan documentation, Film Loan proceeds were used by Creative Wealth for unrelated purposes and dissipated to unidentified recipients, all with the knowledge and approval of Cloth.

80. For instance, in or about January 2021, Cloth further notified Hudson LP that the $3 million advanced by Hudson LP for the Greyhound Loan was utilized for purposes other than in connection with the "Greyhound" motion picture and that such funds were never conveyed to the underlying production company borrower, Sony Pictures.

81. Cloth also told Hudson LP that it double-sold the same interest in the Bombshell Loan to both Hudson LP and an affiliate of Creative Wealth.

82. Despite Cloth showing Hudson LP purported documentation of approximately $11.6 million in foreign sales on the "Capone" motion picture to induce Hudson LP's investment, this collateral was subsequently destroyed, to Hudson LP's detriment, because "Capone" was scheduled to be a theatrical release, but Bron instead released the film via PVOD (video on demand) in May 2020, and no reporting on sales has been provided to Hudson LP.

FIRST CAUSE OF ACTION
(Breach of Contract – Fonzo/Capone)

83. Plaintiffs repeat and incorporate by reference paragraphs 1 through 82 above as if fully set forth and realleged herein.

84. The Fonzo Term Sheet is a valid and binding contract.

85. Hudson LP performed its obligations under the Fonzo Term Sheet.

86. In breach of the Fonzo Term Sheet, Creative Wealth failed to fully repay the Fonzo Loan.

87. As a result of the breach, Hudson LP has been damaged in an amount to be determined at trial, but in no event less than $3,587,877.88, plus interest.

SECOND CAUSE OF ACTION
(Accounting – Fonzo Loan)

88. Plaintiffs repeat and incorporate by reference paragraphs 1 through 87 above as if fully set forth and realleged herein.

89. Hudson LP and Defendants have a fiduciary relationship.

90. Defendants possess superior knowledge and unfettered access to information pertaining to the Fonzo Loan and the "Fonzo" (or "Capone") motion picture.

91. Based upon the fiduciary relationship, Defendants are required to account to Hudson LP for, among other things, all financial information related to the "Fonzo" (or "Capone") motion picture, including but not limited to revenues received and income paid and payable to Defendants or their affiliates in connection with the production.

92. However, in breach of their duties imposed by the fiduciary relationship (and/or the Fonzo Participation Agreement), Defendants have improperly refused Hudson LP's duly issued demands for true and full information concerning the financial affairs of the production.

93. Absent judicial relief, Hudson LP will not be able to assess the financial condition of the production.

94. Hudson LP has no adequate remedy a law other than this form of action to have its rights determined as to the matters set forth herein.

95. Hudson LP is entitled to an accounting of Defendants with respect to the "Fonzo" (or "Capone") motion picture.

THIRD CAUSE OF ACTION
(Specific Performance – Fonzo Participation Agreement)

96. Plaintiffs repeat and incorporate by reference paragraphs 1 through 95 above as if fully set forth and realleged herein.

97. The Fonzo Participation Agreement is a valid and binding contract.

98. Hudson LP performed its obligations under the Fonzo Participation Agreement.

99. In breach of the Fonzo Participation Agreement, Creative Wealth failed to account to Hudson LP for the latter's share of proceeds due in connection with the Fonzo Loan.

100. It is within Creative Wealth's power to account to Hudson LP for the latter's share of proceeds due in connection with the Fonzo Loan.

101. Hudson LP is entitled to a judgment of specific performance directing Creative Wealth to account to Hudson LP for the latter's share of proceeds due in connection with the Fonzo Loan.

FOURTH CAUSE OF ACTION
(Breach of Contract – Greyhound)

102. Plaintiffs repeat and incorporate by reference paragraphs 1 through 101 above as if fully set forth and realleged herein.

103. The Greyhound Term Sheet is a valid and binding contract.

104. Hudson LP performed its obligations under the Greyhound Term Sheet.

105. Creative Wealth, Bron Creative, Bron Studios, and Cloth failed to perform their obligations under the Greyhound Term Sheet, including full repayment of the Greyhound Loan.

106. As a result of the breach, Hudson LP has been damaged in an amount to be determined at trial, but in no event less than $1,593,582.73, plus interest.

FIFTH CAUSE OF ACTION
(Accounting – Greyhound Loan)

107. Plaintiffs repeat and incorporate by reference paragraphs 1 through 106 above as if fully set forth and realleged herein.

108. Hudson LP and Defendants have a fiduciary relationship.

109. Defendants possess superior knowledge and unfettered access to information pertaining to the Greyhound Loan and the "Greyhound" motion picture.

110. Based upon the fiduciary relationship, Defendants are required to account to Hudson LP for, among other things, all financial information related to the "Greyhound" motion picture, including but not limited to revenues received and income paid and payable to Defendants or their affiliates in connection with the production.

111. However, in breach of their duties imposed by the fiduciary relationship (and/or the Greyhound Participation Agreement), Defendants have improperly refused Hudson LP's duly issued demands for true and full information concerning the financial affairs of the production.

112. Absent judicial relief, Hudson LP will not be able to assess the financial condition of the production.

113. Hudson LP has no adequate remedy a law other than this form of action to have its rights determined as to the matters set forth herein.

114. Hudson LP is entitled to an accounting of Defendants with respect to the "Greyhound" motion picture.

SIXTH CAUSE OF ACTION
(Specific Performance – Greyhound Participation Agreement)

115. Plaintiffs repeat and incorporate by reference paragraphs 1 through 114 above as if fully set forth and realleged herein.

116. The Greyhound Participation Agreement is a valid and binding contract.

117. Hudson LP performed its obligations under the Greyhound Participation Agreement.

118. In breach of the Greyhound Participation Agreement, Bron Creative failed to account to Hudson LP for the latter's share of proceeds due in connection with the Greyhound Loan.

119. It is within Bron Creative's power to account to Hudson LP for the latter's share of proceeds due in connection with the Greyhound Loan.

120. Hudson LP is entitled to a judgment of specific performance directing Bron Creative to account to Hudson LP for the latter's share of proceeds due in connection with the Greyhound Loan.

SEVENTH CAUSE OF ACTION
(Breach of Contract – Bombshell)

121. Plaintiffs repeat and incorporate by reference paragraphs 1 through 120 above as if fully set forth and realleged herein.

122. The Bombshell Term Sheets are valid and binding contracts.

123. The Bombshell Participation Agreements are valid and binding contracts.

124. Hudson performed its obligations under the Bombshell Term Sheets.

125. Creative Wealth failed to perform its obligations under the Bombshell Term Sheets and Bombshell Participation Agreements, including full repayment of the Bombshell Loans.

126. As a result of the breach, Hudson LP has been damaged in an amount to be determined at trial, but in no event less than $4,649,639.09, plus interest.

127. As a result of the breach, Hudson Corp. has been damaged in an amount to be determined at trial, but in no event less than $7,462,208.65, plus interest.

EIGHTH CAUSE OF ACTION
(Accounting – Bombshell Loan)

128. Plaintiffs repeat and incorporate by reference paragraphs 1 through 127 above as if fully set forth and realleged herein.

129. Hudson and Defendants have a fiduciary relationship.

130. Defendants possess superior knowledge and unfettered access to information pertaining to the Bombshell Loans and the "Bombshell" motion picture.

131. Based upon the fiduciary relationship, Defendants are required to account to Hudson for, among other things, all financial information related to the "Bombshell" motion picture, including but not limited to revenues received and income paid and payable to Defendants or their affiliates in connection with the production.

132. However, in breach of their duties imposed by the fiduciary relationship (and/or the Bombshell Participation Agreements), Defendants have improperly refused Hudson's duly issued demands for true and full information concerning the financial affairs of the production.

133. Absent judicial relief, Hudson will not be able to assess the financial condition of the production.

134. Hudson has no adequate remedy a law other than this form of action to have its rights determined as to the matters set forth herein.

135. Hudson is entitled to an accounting of Defendants with respect to the "Bombshell" motion picture.

NINTH CAUSE OF ACTION
(Specific Performance – Bombshell Participation Agreement)

136. Plaintiffs repeat and incorporate by reference paragraphs 1 through 135 above as if fully set forth and realleged herein.

137. The Bombshell Participation Agreements are valid and binding contracts.

138. Hudson performed its obligations under the Bombshell Participation Agreements.

139. In breach of the Bombshell Participation Agreements, Creative Wealth failed to account to Hudson for the latter's share of proceeds due in connection with the Bombshell Loans.

140. It is within Creative Wealth's power to account to Hudson for the latter's share of proceeds due in connection with the Bombshell Loans.

141. Hudson is entitled to a judgment of specific performance directing Creative Wealth to account to Hudson for the latter's share of proceeds due in connection with the Bombshell Loans.

TENTH CAUSE OF ACTION
(Breach of Contract – Harry Haft)

142. Plaintiffs repeat and incorporate by reference paragraphs 1 through 141 above as if fully set forth and realleged herein.

143. The Harry Haft Term Sheet is a valid and binding contract.

144. Hudson LP performed its obligations under the Harry Haft Term Sheet.

145. Creative Wealth failed to perform its obligations under the Harry Haft Term Sheet, including full repayment of the Harry Haft Loan.

146. As a result of the breach, Hudson LP has been damaged in an amount to be determined at trial, but in no event less than $6,052,832.92, plus interest.

ELEVENTH CAUSE OF ACTION
(Conversion)

147. Plaintiffs repeat and incorporate by reference paragraphs 1 through 146 above as if fully set forth and realleged herein.

148. Hudson LP has the right to possess the funds it deposited with Creative Wealth.

149. Upon information and belief, Defendants are in possession of Hudson LP's funds.

150. In various written communications, Bron Studios acknowledged it was in possession of Hudson LP's funds.

151. In an email delivered on March 21, 2019, Aaron Gilbert, the Chief Executive Officer of Bron Studios, assured Hudson LP that Bron Studios "is working on extending and amending [its] facility with Comerica" to repay, among other items, the Greyhound Loan and the Fonzo Loan.

152. In an email delivered on April 17, 2019, Aaron Gilbert, on behalf of Bron Studios, acknowledged that Bron Studios obtained tens of millions of dollars from Hudson LP, admitted that Bron Studios was "behind a bit" in terms of returning funds to Hudson LP, and promised to "get it sorted."

153. In a letter dated April 21, 2021, Bron Studios advised Creative Wealth that Bron "is currently engaged with two investment bankers" and was exploring other capital-raising options "to repay amounts owing to Creative Wealth Media Finance on numerous production loans…."

154. Those "production loans" include the Film Loans, and Bron Studios provided Hudson LP with a copy of the April 21, 2021 letter as some sort of assurance that Bron Studios would return Hudson LP's money.

155. Defendants refused Hudson LP's demand for the return of its money and have continued their unlawful possession of the converted funds.

156. Defendants' unauthorized act of converting Hudson LP's money has deprived it of its rightful possession of such property.

157. The specific and identifiable funds are those monies which Hudson LP deposited with Creative Wealth, which were not spent on the pre-production, production, post-production, and delivery of the above-referenced films.

158. As a direct and proximate result of Defendants' conversion, Hudson LP has been damaged in an amount to be determined at trial, plus interest.

TWELFTH CAUSE OF ACTION
(Alter Ego Liability)

159. Plaintiffs repeat and incorporate by reference paragraphs 1 through 158 above as if fully set forth and realleged herein.

160. Cloth is an officer and owner of Creative Wealth.

161. Cloth exercises complete domination and control over Creative Wealth.

162. Cloth operates Creative Wealth without recognition of corporate formalities and without regard to its being a distinct and separate legal entity.

163. Cloth used Creative Wealth to perpetrate a wrong and injustice against Plaintiff such that Cloth should be liable to Hudson LP for obligations owed by Creative Wealth under the Film Loans.

WHEREFORE, Plaintiffs pray for judgment in favor of Plaintiffs and against Defendants, jointly and severally, as follows:

A. On the First Cause of Action for breach of the Fonzo Term Sheet, monetary damages against Creative Wealth in an amount to be determined at trial, but in no event less than $3,587,877.88, plus interest;

B. On the Second Cause of Action, an accounting of Defendants with respect to the "Fonzo" (or "Capone") motion picture;

C. On the Third Cause of Action for breach of the Fonzo Participation Agreement, a judgment of specific performance directing Creative Wealth to account to Hudson LP for the latter's share of proceeds due in connection with the Fonzo Loan;

D. On the Fourth Cause of Action for breach of the Greyhound Term Sheet, monetary damages against Creative Wealth, Bron Creative, Bron Studios, and Cloth, jointly and severally, in an amount to be determined at trial, but in no event less than $1,593,582.73, plus interest;

E. On the Fifth Cause of Action, an accounting of Defendants with respect to the "Greyhound" motion picture;

F. On the Sixth Cause of Action for breach of the Greyhound Participation Agreement, a judgment of specific performance directing Bron Creative to account to Hudson LP for the latter's share of proceeds due in connection with the Greyhound Loan;

G. On the Seventh Cause of Action for breach of the Bombshell Term Sheets and Bombshell Participation Agreements, monetary damages against Creative Wealth in an amount to be determined at trial, but in no event less than $4,649,639.09 for Hudson LP and $7,462,208.65 for Hudson Corp., plus interest;

H. On the Eighth Cause of Action, an accounting of Defendants with respect to the "Bombshell" motion picture;

I. On the Ninth Cause of Action for breach of the Bombshell Participation Agreements, a judgment of specific performance directing Creative Wealth to account to Hudson for the latter's share of proceeds due in connection with the Bombshell Loans;

J. On the Tenth Cause of Action for breach of the Harry Haft Term Sheet, monetary damages against Creative Wealth in an amount to be determined at trial, but in no event less than $6,052,832.92, plus interest;

K. On the Eleventh Cause of Action for conversion, monetary damages against Defendants, jointly and severally, in an amount to be determined at trial, plus interest;

L. On the Twelfth Cause of Action for alter ego liability, monetary damages against Cloth in an amount to be determined at trial, plus interest;

M. Attorneys' fees and costs; and

N. Such other and further relief as the Court deems just and appropriate.

Dated: New York, New York
August 15, 2022

MEISTER SEELIG & FEIN LLP

By: /s/ Kevin Fritz
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Attorneys for Plaintiffs

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TAB 2

TERM SHEET

FINANCING FOR MOTION PICTURE PROJECT ENTITLED
"FONZO" ("**Picture**")

Effective Date:	April 1, 2018 ("**Effective Date**")
Financier / Purchaser:	Under this agreement "Purchaser" shall be defined as Creative Wealth Media Finance Corp. (the "**Purchaser**"), which will advance the investment proceeds to the Seller on behalf of all registered "Financiers" under this agreement and attached Participation Agreement. Creative Wealth Media Finance Corp. (the "**Purchaser"**), on behalf of **Hudson Private LP** (the **"Financier")** to Creative Wealth Media Finance Corp., in the amount of **$3,000,000 US$,** representing a purchase of $3,390,000 of receivables, or a 23.8% share of the total loan amount, as described below.
Seller:	Fonzo, LLC, a Nevada company which is wholly owned and controlled by Bron Studios USA Inc., and which has an address at 1728 Whitley Avenue, Los Angeles, California 90028 USA (the "**Seller**") wishes to obtain financing from Purchaser in connection with the production of the Picture currently entitled "Fonzo" in accordance with the specifications attached hereto at Schedule "A".
Service Provider:	Seller shall engage Fonzo Production Services Inc. ("**Prodco**"), a Georgia company, having an address at 1728 Whitley Avenue, Los Angeles, California 90028 USA to provide production services as required in the US in respect of the Picture.
Copyright Owner:	The ownership of the copyright in the Picture, including the copyright in the Approved Screenplay (as defined in Schedule "A") and all subsidiary and derivative production rights therein shall be owned by the Seller upon payment of certain amounts to Joshua Trank (the "**Trank Purchase Price**").
/Completion Guaranty:	Film Finances Canada Ltd. or Film Finances Inc. (the "Completion Guarantor") will be the completion guarantor for the Picture and Purchaser and Completion Guarantor will enter into an industry standard completion guaranty ("**Completion Guaranty**") in a form approved by Purchaser.
Purchase and Repayment Amount:	Subject to satisfaction of the Picture Specifications set forth in Schedule "A" which are capable of being satisfied prior to commencement of principal photography of the Picture and subject

	to satisfaction of all Conditions Precedent (defined herein), and such other conditions precedent as set forth in the loan and security agreement (the "**Loan Agreement**") between Purchaser and Seller in respect of the Picture, Purchaser will advance to Seller a loan in the amount of no more than **USD$12,600,000** (the "**Loan**"). Seller agrees that the Loan will be used solely for production costs of the Picture. The Loan is inclusive of the Loan Facilitation Fee (as defined below), and the Legal Fees (as defined below). The Loan, the Loan Facilitation Fee, and Interest on the Loan and Loan Facilitation Fee shall be the "**Repayment Amount**".
Early Advance(s):	Prior to satisfaction of the Conditions Precedent and closing of the completion bond, but subject to execution of this Term Sheet, registration of a UCC Financing Statement, Purchaser, from time-to-time, will advance sums to Seller (the "**Early Advance(s)**"). The Early Advances shall be subject to: (i) the Interest; (ii) the security interests hereunder; and (iii) being spent solely in accordance with the Approved Budget.
Interest; Repayment Terms and Repayment Amount:	The Loan (including any Early Advances [as defined herein], will bear an annual interest at a rate of 10% (the "**Interest**"), compounded annually, until the Maturity Date (as defined below). The interest on the Loan shall accrue from the date of the initial disbursement of the Loan to Seller. The Repayment Amount shall be recouped from the Gross Receipts (as defined in the waterfall as shall be negotiated in conjunction with the CAMA).
Maturity Date:	The Loan shall have a maturity date that is 6 months from the Effective Date of this agreement (the "**Loan Maturity Date**").
Loan Facilitation Fee	Purchaser will charge to Seller and Seller shall pay, upon the initial disbursement of the Loan, a loan facilitation fee equal to **five percent (5%)** of the amount of the Loan(the "**Loan Facilitation Fee**") to pay the costs and expenses of Purchaser in connection with the Loan Agreement and related transaction documents including any legal fees incurred by Purchaser's counsel in connection with the Loan Agreement and related transaction documents ("**Legal Fees**"), but does not include any administrative fees, interest and other charges (all as set forth in the Loan Agreement) should the Loan go into default.
Production Account/ Availability and Closing:	Upon satisfaction of all the Conditions Precedent hereunder the Loan (except for the Early Advances which shall be advanced as described herein) will be advanced in full to the Seller to the designated production account set forth in the Loan Agreement ("**Production Account**"). Seller will fund production of the Picture from the

	Production Account in accordance with a cash flow schedule pre-approved in writing by Purchaser and Seller.
Tax Credit/Presale Financier Loan/	In order to fully finance the Approved Budget, Seller shall obtain a production loan (the "**Tax Credit/Pre-Sale Financier Loan**") from one or more financiers (collectively the "**Tax Credit/Pre-Sale Financier**") against the value of anticipated tax incentives, governmental subsidy and other "soft" monies in respect of the Picture including, but not limited to, the Georgia incentives (collectively, the "**Tax Incentives**") as well as anticipated "pre-sales" ("**Pre-Sales**"). The Tax Credit/Pre-Sale Financier Loan shall be in an amount approved by Purchaser and documented and secured to Purchaser's satisfaction, with all proceeds of the Tax Credit Financier Loan to be used solely to cover the costs of the Approved Budget.
Approved Gross Budget:	The final locked gross budget for the Picture shall not exceed **USD$19,500,000** without Purchaser's prior written approval. The gross budget of the Picture, once approved by Purchaser and Seller will be the "**Approved Budget**".
Contingency:	Purchaser will require a minimum contingency consistent with standard bond language included in the Approved Budget to be used solely to cover the costs of the Approved Budget.
Use of Proceeds:	Proceeds of the Loan, less the Loan Facilitation Fee, shall be used exclusively to finance the pre-production, production, post-production, and delivery of the Picture.
Security:	Subject to execution of the Intercreditor Agreement (as defined below), each of Seller and Prodco hereby agree that the obligations of Seller to Purchaser with respect to the Loan described herein shall be secured by, and each of them hereby grant to Purchaser a security interest, in a first priority position in and to all of Seller's and Prodco's assets, including, without limitation, Seller's and Prodco's respective right, title and interest in or relating to the Picture, and all of Seller's, Prodco's (and any of their respective affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, any insurance policy issued in connection with the Picture, any completion funds, and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage and general security agreement (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously

	herewith, Purchaser shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Subordination/ Tax Credit/Pre-Sale Financier Intercreditor Agreement	Notwithstanding the foregoing, Purchaser acknowledges and agrees that Purchaser shall subordinate its security interest to the security interest of any applicable guilds (if required by such guilds) and in Tax Incentives and Pre-Sales that are interim financed by Tax Credit/Pre-Sale Financier and required to repay to Tax Credit/Pre-Sale Financier the Tax Credit Financier Loan subject to the terms of a mutually agreeable form of intercreditor agreement to be entered into between, Purchaser, Seller, Guarantor, Tax Credit/Pre-Sale Financier, the sales agent of the Picture, and any other non-tax credit/pre-sale Purchaser ("**Tax Credit/Pre-Sale Financier Intercreditor Agreement**") dealing with priority of recoupment as set forth in the "Priority" section below.
Priority/Co-Financier Intercreditor Agreement:	Subject to: (i) the limited subordination in favor of the Tax Credit/Pre-Sale Financier in respect of the Tax Credit/Pre-Sale Financier Loan and in accordance with the Tax Credit/Pre-Sale Financier Intercreditor Agreement; and (ii) execution by the Seller, Prodco and Purchaser of an intercreditor agreement ("Co-Financier **Intercreditor Agreement**"), all gross receipts derived from exploitation of the Picture and ancillary rights worldwide, shall be applied and shared by Purchaser and any other Purchaser on a *pro rata pari passu* basis to repay outstanding indebtedness to each of Purchaser any other non-tax credit/pre-sale Purchaser in respect of the Picture in accordance with the mutually agreed Interparty Agreement.
Approvals:	Purchaser will have customary approval rights via Seller's rights, which shall be outlined in the Loan Agreement and Completion Guaranty, and Seller and Guarantor agree that Purchaser's pre-approval in writing is required for the following: 1. Approved Screenplay; 2. Finance Structure; 3. Approved Budget; 4. Cash Flow;

	5. Production and Post-Production Schedules; 6. Pre-Loan recoupment deferrals/holdbacks; 7. Domestic and International Sales Companies (WME/CAA pre-approved for Domestic and Bloom pre-approved for international); 8. Key cast and crew agreements, with the following pre-approved: Tom Hardy to play the role of Fonse, Joshua Trank to write, direct and edit, Aaron Gilbert, Lawrence Bender, Russell Ackerman and John Schoenfelder to produce, Ron Macleod as Line Producer, Stephen Altman as production designer, Malgosia Turzanska and/or Amy Wescott as costume designer, Andrea von Foerster as music supervisor, Peter Denning as director of photography, and Avy Kaufman as Casting Director. 9. Story rights, chain of title and writer's agreements; and 10. Full insurance coverage, including Entertainment Package, Comprehensive General Liability and Errors & Omissions coverage, such coverage to be in force prior to closing of the Completion Guaranty. In addition, Guarantor agrees that to the extent it and/or its affiliates are entitled to exercise financial, business and creative approval rights in respect of the Picture, it will obtain Purchaser's prior written approval before exercising such approval rights pursuant to its agreement(s).
Seller Undertakings:	Seller hereby undertakes that: (a) Seller will cast to the Approved Budget and limit the cast expenses to the amounts specified in the Approved Budget; (b) all unbudgeted delivery requirements or publicity costs will become a distribution charge;; (c) Purchaser will bear no responsibility for legal fees (other than legal fees of its own counsel in connection with closing of the Loan transaction), interest charges, bank charges or any other such charges in excess of the amounts set out in the Approved Budget; (d) Seller will provide Purchaser with progress reports and cost statements, as required by Purchaser; (e) Seller will provide Purchaser with all information it may require as to the status of deliveries.
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Purchaser (Fintage and Freeway are hereby pre-approved). Purchaser shall be a named party to the Collection Account Management Agreement (the "**CAMA**") and all amounts payable to Purchaser hereunder will be payable to

	Purchaser in accordance the terms and instructions of the CAMA in a form to be approved in writing by Purchaser.
Net Profits Participation:	In further consideration of Financiers agreement to advance the Loan in accordance with the terms hereof, Financier shall receive an amount equal to **25%** of the Picture's "**Net Profits**" of which Purchaser is entitled to a 23.8 % share, based on a Loan of USD$12,000,000, the definition of which shall be defined and approved by Purchaser in writing in the CAMA for the Picture (such definition shall be no less favorable to Purchaser than the definition accorded to any other participant in the Picture's "Net Profits").
Financing Documents:	The following documents, and all others required by Purchaser at its discretion, shall constitute the "**Financing Documents**" required as conditions precedent to be satisfied (as determined by Purchaser in its sole discretion) prior to any advances under the Loan (other than the Early Advances, which shall be advanced as described herein), it being agreed that the Loan shall be funded upon satisfaction of the Conditions Precedents specifically defined in the Loan Agreement: 1. Loan Agreement. 2. Completion Guaranty. 3. Promissory Note. 4. Borrowing Certificate. 5. Power of Attorney. 6. Escrow Agreement (if necessary) (which will be negotiated and executed post-closing). 7. Tax Credit Financier Intercreditor Agreement (which will be negotiated and executed post-closing). 8. Intercreditor Agreement. 9. Copyright Mortgages. 10. General Security Agreements. 11. CAMA. 12. UCC Financing Statements and authorizations. 13. Lab Pledgeholder Agreements. 14. Subordination Agreements from any parties who have recorded liens concerning the Collateral (which will be negotiated and executed post-closing). All other documents referred to in the Loan Agreement and any other documents as required by Purchaser.

Credits:	Provided Purchaser is not in breach of its obligations to Seller under the Loan Agreement, Purchaser shall be accorded, an "In Association with" credit in first position on a single card in the main titles of the Picture and in all paid ads (subject to customary exclusions) and three (3) executive producer credits for Purchaser's designee which credits: (a) shall appear on screen together on a single card and in the main titles of the Picture, wherever the main titles appear, in an average size of type no less favorable than the average size of type used to accord any other "Executive Producer" credit on the Picture; (b) two (2) such executive producer credits shall be included in the billing block for the Picture, wherever the billing block appears including in all "paid ads" issued in connection with the Picture (except for congratulatory, nomination and award ads in which the only individual named is the recipient of the congratulations, nomination or award); (c) two (2) such EP credits shall be included in paid advertisements for the Picture, ancillary products (including packaging for DVDs, soundtracks, etc.) and one-sheets, subject to customary distributor exclusions; and (d) the font size and duration and all other aspects of the foregoing credits shall be no less favorable than those provided to any other "Executive Producer" on the Picture.
Premieres/Festivals:	Purchaser will be provided with six (6) invitations to each of the Picture's U.S. and/or Canadian premiere (at Purchaser's discretion) and all major film festival screenings of the Picture.
Covenants and Representations and Warranties:	(a) There is no action, suit or proceeding (actual or threatened to the best of Seller's knowledge) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. (b) Seller owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. (c) No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. (d) The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. Seller is a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and

	authority to enter into this Term Sheet and to grant the rights provided to Purchaser set forth herein and in the related Financing Documents.
Conditions Precedent:	The conditions precedent ("**Conditions Precedent**") are as follows: (a) Chain of Title. Chain of title, including proof of payment, copyright registrations, in form and substance approved by Purchaser in its sole discretion and a chain of title legal opinion from Seller's counsel (if requested by Purchaser), for the Approved Screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Seller. (b) Financing/Security Documents. The following Financing Documents as set forth below, being fully executed (and notarized, if applicable) and unconditionally delivered to Purchaser in form and substance approved by Purchaser in its sole discretion and perfected by UCC and/or PPSA registrations, as applicable, as evidenced by post-registration searches to Purchaser's satisfaction: Term Sheet, Borrowing Certificates, Power of Attorney, General Security Agreement, Copyright Mortgage, Completion Guaranty, and UCC Financing Statements and Authorizations. (c) Corporate Documentation. Delivery to Purchaser of copies of the articles of formation, operating agreements, resolutions and all other organizational documentation of Seller and Prodco and qualifications of Seller and Prodco each qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required in a form satisfactory to Purchaser and a corporate legal opinion from Seller's counsel (if requested by Purchaser). (d) Key Cast and Crew Agreements. Delivery to Purchaser of copies of all agreements (or confirmed and agreed to material deal terms) for key cast, key crew (including director, director of photography, Producers, production designer, composer and editor), fully executed. (e) E&O and Production Insurance Policies. Delivery to Purchaser of copies of insurance policies with endorsements in favour of Purchaser as an additional insured in form and substance approved by Purchaser in its sole discretion. Seller represents and confirms that that there are no "essential elements". (f) Finance Plan. Delivery to Purchaser of Approved Budget and, if applicable, Tax Credit Financier's legally binding commitment to advance the Tax Credit Financier Loan, to be used exclusively to fund Picture related expenses as set forth in

	the Approved Budget and secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Purchaser. Other Conditions. Such other conditions precedent required by Purchaser and as are customary for transactions of this nature as set forth in the Loan Agreement.
Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. (g) Underbudget Savings: Any savings from the Approved Budget shall be paid to Purchaser in proportion to its Loan financing provided in respect of the Picture as a prepayment on the Loan. Notwithstanding the preceding, in the event of a conflict between this paragraph and the provisions of Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.
Additional Standard Terms:	(h) The Loan Agreement shall include such terms as are standard in connection with senior Purchaser agreements in the film industry, including but not limited to: standard affirmative covenants such as ongoing financial reporting obligations of Seller, audit rights for Purchaser and notice of material changes, standard negative covenants, indemnification of Purchaser and remedies for events of default by Seller.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Term Sheet and the content of any negotiations between them, except that both parties may inform their respective advisors, regulatory authorities, counsel, Purchasers, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).
Governing Law:	This Term Sheet will be governed by the laws of the State of New York.
Other:	All terms of this Term Sheet shall be legally binding agreements of the parties hereto.
Counterparts:	This Term Sheet may be executed in one or more counterparts and via electronic transmission or electronic execution, each of which shall constitute an original hereof and which together shall constitute one agreement.

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

Agreed and accepted and executed by the parties on this 1st day of April, 2018 to be effective as of the Effective Date.

Creative Wealth Media Finance Corp.

By:
Name: Jason Cloth
Title: Authorized Signing Officer

Financier / Purchaser

By: ______________________________
Name: Christopher Conover
Title: Managing Partner

Schedule "A"

Picture Specifications

"FONZO"

The Picture shall be directed by Joshua Trank ("**Director**"), shall be produced as a live action theatrical motion picture production by Fonzo, LLC and Fonzo Production Services Inc (collectively, "**Producer**"), shall have a running time of not less than 90 minutes (excluding main and end titles) nor more than 135 minutes (inclusive of main and end titles), shall qualify for a MPAA rating not more restrictive than "R," shall be based on and substantially conform to the approved screenplay dated March 21, 2017 written by Joshua Trank (the "**Approved Screenplay**"), subject to minor changes occasioned by the contingencies of production which do not materially alter characters or narrative, and shall be produced in accordance with the approved production budget (the "**Approved Budget**"), subject to minor variations within budget categories, and the approved production cash-flow schedule ("the "**Approved Cash Flow**") and the approved production schedule (the "**Approved Schedule**"), subject to deviations from the Approved Cash Flow and the Approved Schedule approved by Producer and Creative Wealth Media Finance Corp. (the "**Purchaser**"). Producer shall obtain customary errors and omissions and general production insurance ("**Customary Insurance**").

<u>Approved Budget</u>

The Approved Budget shall not exceed **USD$20,500,000** without Purchaser's prior written approval. The Approved Budget shall be inclusive of all direct development and production costs, and required customary contingency and an allowance for all delivery items (including delivery items bonded by the Guarantor) (i) customarily required by U.S. "major" distributors for the domestic territory (the "**Domestic Territory**"); and (ii) customarily required by first-class international sales agents who represent U.S. based producers ("**Sales Agent**") in connection with licensing theatrical motion pictures for the "International Territory" (i.e., the world excluding the Domestic Territory), a producer fee in the amount not to exceed the amount set forth in the Approved Budget for Producer (the "**Producer Fee**"), and the premiums for Customary Insurance. Neither Producer (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any other payment out of the Approved Budget (whether denominated a fee or overhead or otherwise). Neither Tax Credit Financier (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any payments (however denominated) out of the Approved Budget. Neither director nor any entity furnishing services or assigning rights (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to receive any payments (however denominated) out of the Approved Budget in excess of the amounts set forth in the Approved Budget. No person or entity shall be entitled to receive a producer or executive producer or similar fee out of the Approved Budget (other than the Producer Fee) without the Purchaser's prior written approval. The Approved Budget shall include all amounts necessary to effect delivery in accordance with the foregoing schedules (each of which shall be subject to alteration once the Domestic Distributor and the Sales Agent have been determined).

TAB 3

CREATIVE WEALTH MEDIA FINANCE CORP.
PARTICIPATION AGREEMENT

AGREEMENT made this 1st day of April 2018, by and between **CREATIVE WEALTH MEDIA FINANCE CORP.**, a Canadian corporation, provincially registered in the Province of Ontario with its office at 151 Bloor St Suite 700 Toronto Ontario M5S 1S4 (hereinafter referred to as "**Purchaser**") and **Hudson Private LP** (referred to as "**Financier**").

WHEREAS:

A. Purchaser has entered into a term sheet agreement (hereinafter referred to as the "**Master Term Sheet"**) with Fonzo LLC (hereinafter referred to as the "**Seller**") in respect of a motion picture production entitled Fonzo (hereinafter referred to as the "**Picture**"), a true copy of said Master Term Sheet having been delivered to Financier, and Financier having independently reviewed and approved same;

B. Pursuant to the terms of the Master Term Sheet (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments, hereinafter collectively referred to as the "**Financing Agreements**"), Purchaser has entered and/or will enter into certain financing arrangements and has extended and/or will extend a Investment of $13,600,000.00 USD to the Seller (hereinafter referred to as the "**Investment**"), upon certain collateral security including the present and future accounts of the Seller (the "**Collateral**"); and

C. Pursuant and subject to the term sheet agreement, entered into between the Financier and Purchaser dated as of April 1, 2018 (hereinafter referred to as the "**Client Term Sheet**") attached hereto and incorporated into this Agreement by way of Schedule "A", Financier wishes to acquire from the Purchaser, upon the terms and conditions hereinafter set forth, an undivided fractional interest in the Investment, and to the extent necessary to repay the Participation (as hereinafter defined), an undivided fractional interest in the Collateral.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Creative Wealth Media Finance Corp.

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

Attention: Mr Jason Cloth

if to Financier, to the attention of

Chris Conover

____

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

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

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

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

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

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

Assignment

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

Entire Agreement

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

Time of Essence

Time is of the essence in this Agreement.

Language of Documents

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

Execution by Facsimile and Counterparts

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

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

CREATIVE WEALTH MEDIA FINANCE CORP.

Per: ______________________________

Name: Jason Cloth
Title: Authorized Signing Officer

[FINANCIER]

By: ______________________________

Name: Hudson Private LP
Per: Chris Conover
Title: Signing Officer

SCHEDULE "A"

*****CLIENT TERM SHEET******

SCHEDULE "B"
PAYMENT INFORMATION

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

US FUNDS:

Bank:	Toronto Dominion Bank
Address:	2453 Yonge St., Toronto, Ontario, M4P 2H6
Transit #:	00572
Bank #:	004 SWIFT Code TDOMCATTTOR
Account Name:	Creative Wealth Media Finance Corp.
Account #:	730146745
Office Address:	151 Bloor Street West Suite 700, Toronto, Ontario M5S 1S4 Tel: 416-410-6423

TAB 4


Starring TOM HARDY as
FONZO
with LINDA CARDELLINI MATT DILLON MICHAEL KELLY JESSE PLEMONS TYE SHERIDAN
A BRON STUDIOS / A BAND APART /
ADDICTIVE PICTURES production, in association
with CREATIVE WEALTH MEDIA

TABLE OF CONTENT

**Offers pending, not confirmed*

BRON CREATIVE WEALTH MEDIA

SYNOPSIS

Once a ruthless businessman and bootlegger who ruled Chicago with an iron fist, Al Capone was the most infamous and feared gangster of American lore.

At the age of 47, following nearly a decade of imprisonment, dementia rots Capone's mind and his past becomes present. Harrowing memories of his violent and brutal origins melt into his waking life.

As he spends his final year surrounded by family with the FBI lying in wait, this ailing patriarch struggles to place the memory of the location of millions of dollars he hid away on his property.

SOUTH FLORIDA, 1945. Al “Fonzo” Capone’s mansion.

CAST

TOM HARDY

as AL "FONZO" CAPONE

Tom Hardy will play Al (Fonse) Capone. 47 years old and declining rapidly. Racked with illness and haunted by his violent criminal past he spends his last days shifting between the past and the present while government agents, family and friends attempt to learn the last of his secrets.

Tom Hardy gained Hollywood's attention with his performance in Christopher Nolan's science fiction thriller ***Inception** (2010)*. He is also known for his roles in award-winning films such as ***Mad Max: Fury Road** (2015)*, ***The Revenant** (2015)* for which he received an *Academy Award nomination for Best Supporting Actor*, and ***The Dark Knight Rises** (2012)*.

Oscar Nominated

LINDA CARDELLINI

as MAE CAPONE

Linda Cardellini will play Mae Capone. 46, she is Fonse's wife of almost thirty years, of Italian descent, she is a loving, long-suffering woman, committed to her husband and family. Hoping to sell their massive Florida estate soon, she is living in a kind of determined denial, not ready to concede that Fonse is dying. As she, almost affectionately, tells her husband, *"Y'know. I think you were always crazy... You just had to something to put it into"*.

Known for her wide range of roles including ***ER*** *(TV)* and ***Mad Men*** *(TV)*, Linda Cardellini's most recent work includes ***The Founder*** *(2016)*, ***Daddy's Home*** *(2015)*, and ***Avengers: Age of Ultron*** *(2015)*.

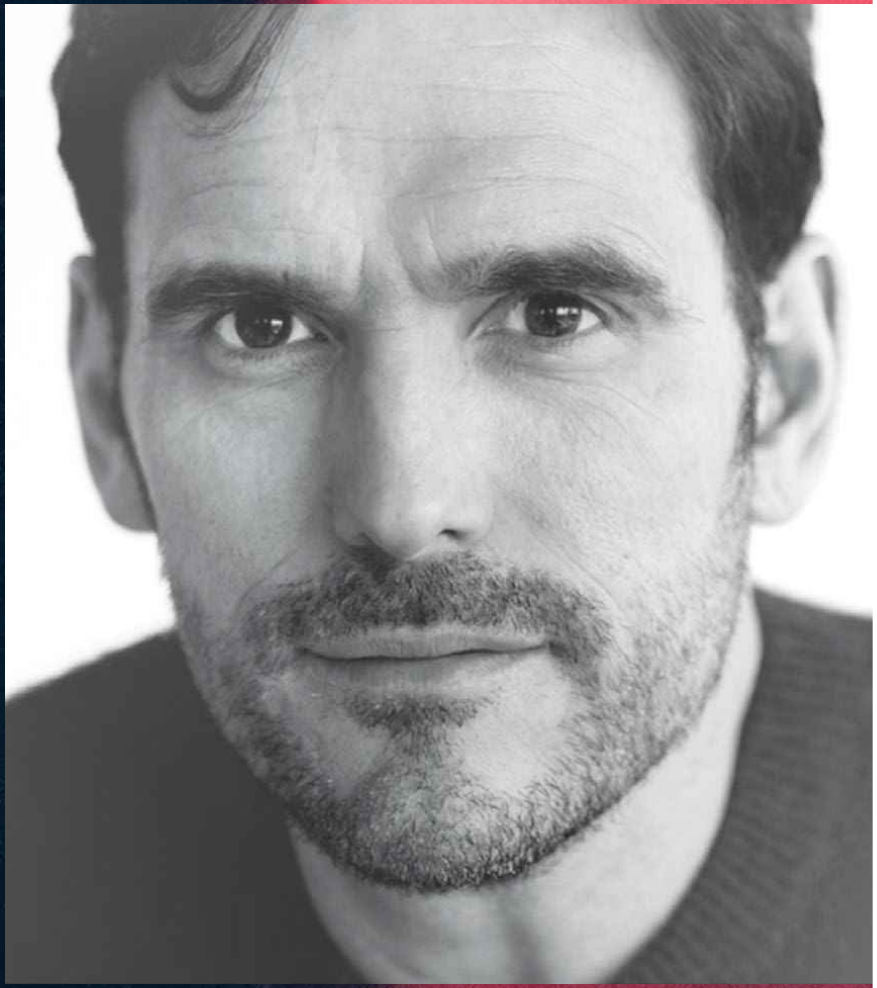
Emmy, Screen Actors Guild, and Spirit Award Nominated

MATT DILLON*

as JOHNNY

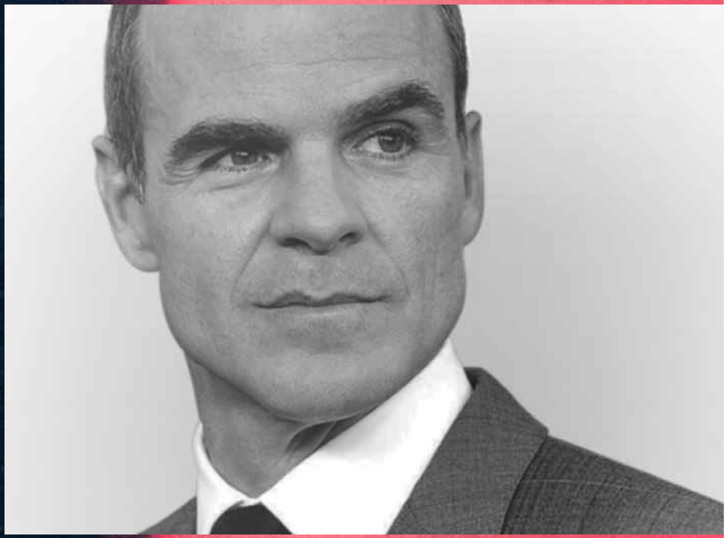
Matt Dillon will play Johnny. 45, Italian, tough, he is Al Capone's longtime cohort in crime, immortalized in a radio drama about the St. Valentine's Day Massacre. He's a bit irritated that the radio drama portrayed him as a snitch. While he never betrayed anyone, he finally admits to skimming. He tells a dying Capone that he'll always be grateful to him for getting him off the street. However, we soon realize that this "Johnny" may be only a figment of Fonse's addled imagination.

Matt Dillon is best-known for his roles in ***There's Something About Mary*** *(1998)*, ***Crash*** *(2004)* for which he received an *Academy Award nomination for Best Supporting Actor*, and ***Takers*** *(2010)*. **OFFER OUT*



Oscar Nominated

MICHAEL KELLY as DOCTOR KARLOCK



Michael Kelly will play Dr Karlock. 56, he is the doctor treating Fonse in his last years. Professional, convivial and thoughtful, but realistic, his intentions are to make sure his patient is comfortable. He insists that the family understand Fonse is not to have alcohol or any of his beloved cigars. He also advises Mae not to make too many changes, to keep things as familiar for Fonse as long as possible. He's also in favor of Mae having a few more men in the house, *"just in case"*.

Michael Kelly 's credits include ***House of Cards*** *(TV) – Emmy nomination for Supporting Actor*, ***Now You See Me*** *(2013)*, and ***The Adjustment Bureau*** *(2011)*.

JESSE PLEMONS* as CRAWFORD

Jesse Plemons will play Crawford. 33, well-dressed, professional, diplomatic, and very business-like, but with a playful streak in his own environment, he is an FBI agent. While he has nothing but disdain for Al Capone, he doesn't think the family should have to suffer for the mobster's sins. He visits a dying Capone to hopefully learn where he has hidden his stash of cash. The money could be put to good use, since Capone's wife and son will essentially be left with nothing.

Jesse Plemons is known for ***Fargo*** *(TV) – Emmy nomination for Supporting Actor*, ***Black Mass*** *(2015)*, ***Battleship*** *(2012)*, and ***Paul*** *(2011)*. **OFFER OUT*

TYE SHERIDAN* as JUNIOR

Tye Sheridan will play Junior. 23, this is Fonse's son, extremely fond of his father, always encouraging, impressed by his dad's artistic efforts following a stroke. Kind and non-judgmental, he is gentle when speaking with his ailing dad, exuding a naive hopefulness. He is confused and a little alarmed to think that his dad might have sired another son whom he's never been told about.

Named one of Variety's *10 Actors to Watch*, Tye Sheridan starred in ***X-Men: Apocalypse*** *(2016)*, ***Mud*** *(2012)*, and ***The Tree of Life*** *(2011)*. **OFFER OUT*

GINO

Italian, a thickly built middle-aged guy, he is one of Fonse's most loyal goons, head of the security team at Capone's massive Florida estate. He's polite, well-spoken, with a kind of caring gentility when dealing with Mae. Seen in his younger years, Gino can also be a ruthless and vicious hitman. He has no trouble beating, torturing and killing the man who double-crossed Capone.

– Casting underway

RALPHIE

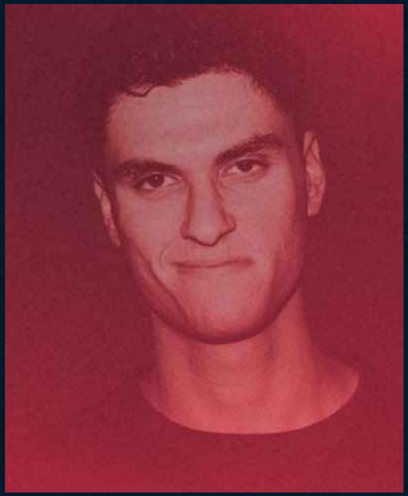
52, he is Fonse's older brother, wearied and upset by his brother's failing health. Carefully and with great tact, he tries to reason with an oblivious Fonse, hoping his brother will reveal where he's hidden his stash of ten million. Discouraged by Fonse's unwillingness to respond, he tries a firmer tone, clearly unnerved to think that his brother will die, leaving the family penniless.

– Casting underway

SOUTH FLORIDA, 1945. Al "Fonzo" Capone, fishing on his boat.

KEY CREW

JOSH TRANK WRITER / DIRECTOR / EDITOR



Josh Trank exploded on to the Hollywood stage with his feature film debut ***Chronicle*** *(2012)* when he became one of the youngest directors (alongside the likes of Steven Spielberg and James Cameron) to have a film open at number one at the box office. His follow up film was the blockbuster ***Fantastic Four*** *(2015)*.

Prior to *Chronicle*, Trank worked on the Spike TV drama ***The Kill Point*** *(2007)* as a writer, director and editor. He also edited the independent film ***Big Fan*** *(2009)*, starring Patton Oswalt. Trank attributed his YouTube video ***Stabbing at Leia's 22nd Birthday*** *(2007)* – which became very popular overnight after its release – as a significant breakthrough point for his career.

AARON L. GILBERT PRODUCER / BRON STUDIOS

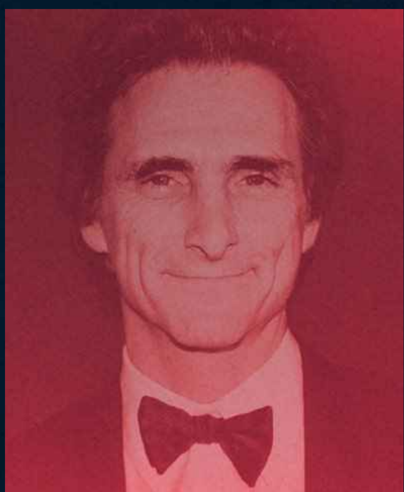
Aaron L. Gilbert is the Co-Founder, President & CEO of BRON. Aaron has produced or executive produced more than 60 productions, including recent films ***Fences*** (Paramount), ***The Birth Of A Nation*** (Fox Searchlight), ***Special Correspondents*** (Netflix), ***I Saw The Light*** (Sony Pictures Classics), ***Into The Forest*** (A24), ***Tumbledown*** (Universal), ***Welcome To Me*** (Universal), and ***The Duel*** (Lionsgate). Aaron has been in the entertainment business for more than 20 years. He leads BRON, with a key focus on the development, production, financing, and selling of its productions.

BRON is an award-winning producer of original live-action motion pictures and series television. The company has produced over 25 feature films since its founding; working with new voices and established talents both in front of and behind the camera.

Recent BRON productions include; Sam Levinson's ***Assassination Nation***; Jason Reitman's ***Tully*** (Focus Features); Miguel Arteta's ***Beatriz At Dinner*** (Roadside Attractions); Anthony Mandler's ***Monster***; Greg Kinnear's ***The Philosophy Of Phil***, Fred Wolf's ***Drunk Parents*** (Aviron Pictures), and William H. Macy's ***The Layover*** (Vertical Entertainment).

LAWRENCE BENDER

PRODUCER / A BAND APART



Multi-award winning and three time *Academy Award* nominee, Lawrence Bender started in Hollywood working on production crews before rising to fame as a producer, starting with Quentin Tarantino's ***Reservoir Dogs*** *(1992)*. Since then he has been the producer on many other successful films, including ***Good Will Hunting*** *(1997)*, ***The Mexican*** *(2001)*, the 2007 *Academy Award* winning film ***An Inconvenient Truth*** *(2006)*, ***Kill Bill*** *(2003)*, ***Pulp Fiction*** *(1994)*, and ***Hacksaw Ridge*** *(2016)*.

Also a passionate social and political activist Lawrence has received the *Torch of Liberty Award* from the ACLU and is on the *Advisory Board to the Dean at Harvard's John F. Kennedy School of Government* and is on the *Advisory Board for the UCLA Institute of the Environment and Sustainability*.

JASON CLOTH EXECUTIVE PRODUCER / CREATIVE WEALTH MEDIA

Jason Cloth is the founder and Managing Partner of Creative Wealth Media Finance Corp. He began his career in the financial services industry in 1988 as a Fixed Income Economist for CIBC/Wood Gundy and holds a graduate degree in Economics. He has been offering high net worth individuals a diverse selection of financial products and services for the last 24 years. He founded Creative Wealth Management Group Inc in 1992 and formed a strategic partnership with a Toronto based Merchant Bank to work on over 40 film and television financing projects.

Currently, Jason has executive produced over 20 films and raised in excess of $125 million for the film entertainment industry.

ALCATRAZ ISLAND, 1936. Mae Capone, hiding from the press.

PETER DEMING*

DIRECTOR of PHOTOGRAPHY

Known for: ***Now You See Me 2*** *(2016)*, ***Oz the Great and Powerful*** *(2013)*, ***The Cabin in the Woods*** *(2012)*, and ***Mulholland Dr.*** *(2001)*. **OFFER OUT*

STEPHEN ALTMAN

PRODUCTION DESIGNER

Known for: ***Left Behind*** *(2014)*, ***Chronicle*** *(2012)*, ***Ray*** *(2004)*, and ***Gosford Park*** *(2001) – Oscar nomination for Best Art Direction.*

AMY WESCOTT
COSTUME DESIGNER

Known for: ***Nightcrawler*** *(2014)*, ***After Earth*** *(2013)*, ***Black Swan*** *(2010)*, and ***The Wrestler*** *(2008)*.

AVY KAUFMAN
CASTING DIRECTOR

Known for: ***A Hologram for the King*** *(2016)*, ***Life of Pi*** *(2012)*, ***The Bourne Ultimatum*** *(2007)*, and ***The Sixth Sense*** *(1999)*.

EL-P
COMPOSER

Known for:
The Big Short *(2015)*, ***Fantastic Four*** *(2015)*, and ***Hot Tub Time Machine*** *(2010)*.

AUDREY DOYLE
MAKE UP DESIGNER for Tom Hardy

Known for: ***The Revenant*** *(2015)*, ***Mad Max: Fury Road*** *(2015)*, ***American Sniper*** *(2014)*, and ***The Dark Night Rises*** *(2012)*.

TOMAS "DUTCH" DECKAJ
1st ASSISTANT DIRECTOR

Known for: ***The Birth of a Nation*** *(2016)*, ***The Benefactor*** *(2015)*, ***99 Homes*** *(2014)*, and ***Martha Marcy May Marlene*** *(2011)*.

ANDREA VON FOERSTER
MUSIC SUPERVISOR

Known for: ***Chronicle*** *(2012)*, ***Journey 2: The Mysterious Island*** *(2012)*, ***500 Days Of Summer*** *(2009)*, ***Fantastic 4: Rise of the Silver Surfer*** *(2007)*.

SOUTH FLORIDA, 1947. Aerial shot from Capone's domaine.

TAB 5

THE MOTION PICTURE "GREYHOUND"
FINANCING TERM SHEET

This term sheet (the "Term Sheet") dated as of April 1, 2018 sets to writing the agreement by and among Bron Creative USA, Corp., a Nevada corporation ("Bron Creative"), Bron Studios USA, Inc., a Nevada corporation ("Bron Studios"), Hudson Private LP, a New York Limited Partnership ("Hudson Private"), Creative Wealth Media Finance Corp., and Ontario, Canada corporation ("CW") and Jason Cloth ("Cloth"), an individual, with regard to the subject matter herein below. The parties may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS Bron Creative entered into a Co-Financing and Distribution Term Sheet agreement, dated as of July 13, 2017 (the "SPWA Term Sheet") with Sony Pictures Worldwide Acquisitions Inc. ("SPWA"), and attached hereto as Schedule A, wherein SPWA and Bron Creative agreed to co-finance and distribute that certain third-party produced live-action motion picture currently entitled "Greyhound" (the "Picture");

AND WHEREAS CW, Bron Creative, and SPWA entered into an Irrevocable Payment Instructions agreement (the "SPWA Payment Instructions") dated August 9, 2017 and attached hereto as Schedule B, in connection with the SPWA Term Sheet, wherein CW agreed to disburse certain funds on a certain schedule to SPWA in order to satisfy Bron Creative's financing obligations pursuant to the SPWA Term Sheet (the "Bron Financing").

NOW THEREFORE, this Term Sheet is made by and between the Parties in consideration of the mutual undertakings, agreements and acknowledgements contained in this Term Sheet and for other good and valuable consideration the sufficiency and receipt of which each Party hereto acknowledges.

Funding	The funding of the Bron Financing in this Term Sheet of $3,000,000.00 USD from Hudson Private, shall be advanced by CW directly to SPWA on receipt from Hudson Private. CW further agrees that, in addition to the payments made in satisfaction of the Bron Financing, CW shall disburse an amount equal to ten percent (10%) of the Bron Financing (the "Facilitation Fees") in the manner described hereafter. Schedule of Payments The timing of the Bron Financing payments made by CW shall be in satisfaction of Paragraph 3 of the SPWA Payment Instructions. The Facilitation Fees associated with the amounts described in Paragraphs 3(i) to 3(iv) of the SPWA Payment Instructions shall be paid upon the initial disbursement under Paragraph 3(i). The balance of the Facilitation Fee shall be paid at the time of the final disbursement, as described in

	Paragraph 3(v) of the SPWA Payment Instructions. <u>Breakdown of Facilitation Fees</u>: The Facilitation Fees shall be paid to the following participants as follows: • 20% to Bron Studios, in payment for its investment administration services, which shall include, but is not limited to, business affairs, legal and finance; • 16% to Cloth as an executive producing fee; • 32% to Bron Studios; and • 32% to Hudson Private LP
Hudson Private Fixed Return and Maturity	In consideration of the Hudson Private $3,000,000.00 financing, Hudson Private is purchasing the right to receive $3,360,000.00 USD from revenues of the Picture for the fixed cost of $3,000,000.00 USD, under this Term Sheet. Maturity date will be seven (8) months from the date of this term sheet.
Contingent Compensation	Following repayment in full to CW of the CW Financing, any further proceeds received by Bron Creative under the SPWA Term Sheet shall be distributed as follows: • 25% to Bron Creative; • 25% to Hudson Private LP • 20% to Bron Studios for past and ongoing administration services; • 15% to Bron Studios; and • 15% to Jason Cloth.
Disposition of Gross Receipts	Disposition of Gross Receipts of the Picture shall be made pursuant to Exhibit “B” of the SPWA Term Sheet.
Representations and Warrants	The Parties represent and warrant that: (a) each has the full right, power and authority to enter into and perform this Term Sheet; and (b) no Party has assigned, hypothecated, encumbered or otherwise transferred (or entered into an agreement to do any of the foregoing) any rights contemplated hereunder to any other party or person. CW further represents, warrants and agrees that it has the ability to fully perform all of its financial obligations hereunder, and that it shall do so in strict conformity with all applicable securities laws, regulations and treaties.
Governing Law and Dispute Resolution:	This Term Sheet shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the City of Toronto. In the event of a dispute

	arising hereunder, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and costs.
Miscellaneous:	It is expressly agreed that this Term Sheet is an agreement between separate entities. The Parties each acknowledge that they are independent contractors and that solely by entering into this Term Sheet no partnership, joint venture, agency or employment relationship has or will be created by this Term Sheet. No Party hereto shall have the right or authority to create or assume any obligations in any other Party's name or on any other Party's behalf, whether express or implied, or act or purport to act as any other Party's agent or legally empowered representative for any purpose whatsoever, without the other Party's prior written consent in each instance. No Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, transaction, act or omission to act of the other Party(ies). This Term Sheet contains the entire understanding of the Parties relating to its subject matter and supersedes and replaces all prior agreements and understandings, written or oral. No change or modification of this Term Sheet will be binding upon any Party unless it is made by a written instrument signed by all Parties. A waiver by any Party of any provision of this Term Sheet in any instance shall not be deemed to waive such provision for the future. This Term Sheet may be executed electronically and in counterparts, all of which together shall constitute a single Term Sheet. Signatures obtained via electronically transmitting a copy of this Term Sheet with an attached portable document file ("PDF") or electronically executed and thereafter sent by PDF shall be valid and enforceable as if signed by the that Party in person.

[Signature page to follow]

[Signature page to Greyhound Financing Term Sheet]

IN WITNESS WHEREOF, the Parties hereto have executed this Term Sheet as of the date set forth above by their duly authorized representatives with full rights, power and authority to enter into and perform this Term Sheet.

BRON CREATIVE USA, CORP.

By: ____________________

Name: Jason Cloth
Its: Director

Hudson Private LP

By: ________________________________
Name: Chris Conover
Its: Managing Partner

SCHEDULE A

SPWA TERM SHEET

SCHEDULE B

SPWA PAYMENT INSTRUCTIONS

TAB 6

CREATIVE WEALTH MEDIA FINANCE CORP.
GREYHOUND
PARTICIPATION AGREEMENT

AGREEMENT made this 1st day of April 2018, by and between **BRON CREATIVE USA, CORP.**, a Nevada corporation, (hereinafter referred to as "**Lender**") and Hudson Private LP, a Delaware limited partnership with its offices at 15 East Central Avenue, Pearl River, NY 10965 (hereinafter referred to as "**Financier**").

WHEREAS:

A. Lender has entered into a Co-Financing and Distribution Term Sheet Agreement, dated as of July 13, 2017 (hereinafter referred to as the "**Master Term Sheet"**) with Sony Pictures Worldwide Acquisitions Inc ("**SPWA**" or "**Borrower**") wherein SPWA and BRON agreed to co-finance and distribute that certain third-party produced live-action motion picture production entitled "Greyhound" (hereinafter referred to as the "**Picture**);

B. Pursuant and subject to the term sheet agreement, entered into between the Financier and Lender dated as of April 1, 2018 (hereinafter referred to as the "**Financing Term Sheet**") attached hereto and incorporated into this Agreement by way of Schedule "A", Financier wishes to acquire from the Lender, upon the terms and conditions hereinafter set forth, an undivided fractional interest in the Loan of $3,000,000 and has the right to receive a $3,360,000, and to the extent necessary to repay the Participation (as hereinafter defined), an undivided fractional interest in the Collateral.

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

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

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

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

obligations of the Borrower pursuant to the Financing Agreements or otherwise (all of the foregoing being hereinafter called "**Collections**").

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

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

Lender shall have the obligation to account to Financier for Financier's share of the Collections. All Collections and/or payments due to Financier with respect to Financier's interest in the Loan, shall be paid to Financier directly by collection agent. Any other funds due to the Financier including proceeds of Collateral and claims with respect thereto, which are received by Lender shall be held in trust for Financier and deposited by Lender in one or more of its bank accounts and applied as provided herein.

4. Lender's books and records showing the account between Lender and the Borrower and statements of account rendered to Financier shall be considered accurate unless objected to by Financier within sixty (60) days from any such date of such books, records and statements in question.

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

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

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

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

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

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

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

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

6. Financier hereby agrees the provisions related to the recuperation of and/or amount entitled to in the Financing Term Sheet, collectively, represent all material aspects and/or rights associated with the Loan. As such, Lender agrees and shall not, without prior written consent in each instance, amend, alter, modify, waive or release any material right, aspect of, or relating to provisions listed in the Financing Term Sheet. Furthermore, Financier confirms and acknowledges that the Lender is relying on the Financing Term Sheet in connection with the execution of this Agreement.

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

8. Financier hereby agrees that Lender shall have the right to carry out the provisions of the Financing Agreements with the Borrower, and to exercise all rights and privileges accruing to it by reason of the provisions thereof, and to enforce its rights thereunder for the joint benefit of Lender and Financier,

according to its discretion and the exercise of its business judgment, in accordance with its normal operating procedures.

Financier further acknowledges the risks inherent in making loans and/or equity investments in the Picture and the related risks inherent in developing, producing, and marketing the Picture, including but not limited to the possibility of cost overruns, lower sales than anticipated and loss of financing. Lender makes no representation or warranty as to the commercial release of the Picture or the amount of proceeds, if any, to be received from exploitation of the Picture. There is no assurance that Financier will earn a profit from or recoup its Participation. Lender agrees that it will use normal prudence and judgment in the servicing of the account and in the carrying out of the terms of the Financing Agreements. Lender shall not have any liability to Financier with respect to any action taken or omitted by Lender, its employees or agents, in connection with the Financing Agreements or for any error in judgment except for its own gross negligence or willful misconduct. Lender agrees that at any time and from time to time during normal business hours, it will permit Financier or its agent to examine Lender's books, records and accounts relating to the Collateral and the Financing Agreements and it will upon request furnish Financier with such information requested as it may have or be reasonably able to obtain with respect to the Collateral or any other matter connected with the Financing Agreements and with copies of all papers and documents relating to the Collateral and the transactions in them and with financial statements and audit reports showing the status of the Collateral. Financier agrees that it will keep all such information confidential.

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

10. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

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

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

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

If to Lender, to the attention of:

BRON Creative USA, Corp.
151 Bloor St West Suite 700, Toronto, Ontario M5S 1S4
Attention: Jason Cloth

If to Financier, to the attention of:

Hudson Private LP
15 East Central Avenue
Pearl River, NY 10965
Attention: Hudson Valley Wealth Management Inc.

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

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

17. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the State of New York and the laws of the United States applicable therein without regard to the conflict of law principles thereof. Financier and Lender irrevocably attorns and submits to the non-exclusive jurisdiction of the state or federal court located in New York, New York (or in any appellate courts thereof) with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

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

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

Schedule "A"	Financing Term Sheet

Assignment

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

Entire Agreement

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

Time of Essence

Time is of the essence in this Agreement.

Language of Documents

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

Execution by Facsimile and Counterparts

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

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

BRON CREATIVE USA, CORP.

Per:

Name: Jason Cloth
Title: Authorized Signing Officer

HUDSON PRIVATE CORP.

Per:

Name: Christopher J. Conover
Title: Chief Executive Officer

SCHEDULE "A"

*****FINANCING TERM SHEET**

TAB 7

TERM SHEET
FINANCING FOR MOTION PICTURE PROJECT ENTITLED
"Fair and Balanced" ("**Picture**")

Lender/Financier	Under this agreement "Lender" shall be defined as Creative Wealth Media Finance Corp. (the "**Lender**"), which will advance the investment proceeds to the Borrower on behalf of all registered "Financiers" under this agreement and attached Participation Agreement. Creative Wealth Media Finance Corp. (the "**Lender"**), on behalf of **Hudson Private LP{**(the **"Financier")** to Creative Wealth Media Finance Corp., in the amount of **$2,000,000 US$,** representing an ownership interest in the Gross Receipts of the film in the amount of $2,600,000, as described below.
Borrower:	**LUCITE DESK LLC**, a Delaware limited liability company with an office address at 345 N. Maple Drive, Suite 294, Beverly Hills, California 90210 (the "**Borrower**") wishes to obtain financing from Lender in connection with the production of the Picture entitled "Fair and Balanced" in accordance with the specifications attached hereto at Schedule "A".
Copyright Owner:	The ownership of the copyright in the applicable Picture (including the copyright in the Approved Screenplay (as defined in Schedule "A") and all subsidiary and derivative production rights therein shall be owned by **LUCITE DESK, LLC**. Notwithstanding the preceding pursuant to a distribution agreement with Lions Gate Films, Inc. ("**LGF**"), all subsequent production rights will be frozen and copyright in the picture itself will be shared 50/50 with LGF.
Completion Arrangements:	Film Finances Inc. (the "**Completion Guarantor**") will be the completion guarantor for the Picture and Lender and Completion Guarantor will enter into an industry standard Completion Guaranty in a form approved by Lender.
Loan:	Subject to satisfaction of the Picture Specifications set forth in Schedule "A" which are capable of being satisfied prior to commencement of principal photography of the Picture and subject to satisfaction of all Conditions Precedent (defined herein) and such other conditions precedent as set forth in the loan and security agreement ("**Loan Agreement**") between Lender and Borrower in respect of the Picture, Lender will advance a loan in the total amount of USD**$14,858,978.00**, (the "**Loan**"). The Loan is inclusive of the Loan Facilitation Fee and Legal Fees (defined below).
Interest:	The right to receive the specified amount of Gross Receipts has been purchased at a discount in exchange for interest. Balances that remain unpaid after the maturity date will accrue interest at a rate of 1.5% per month.

Maturity:	The Loan shall have a maturity date that is 24 months from initial disbursement of the Loan (the "**Loan Maturity Date**").
Loan Facilitation Fee	Lender will charge to Borrower and Borrower shall pay, upon the initial disbursement of the Loan, a loan facilitation fee equal to five percent (5.0%) of the net amount funded to Borrower hereunder (the "**Loan Fee**") The Loan Fee shall be earned in full by Lender upon the Initial Disbursement (as hereafter defined) under the Loan. The Loan Fee shall be paid to Lender by deducting 100% of the Loan Fee then due from the Initial Disbursement payable to Borrower hereunder.
Escrow, Availability and Closing:	If agreed by the parties pursuant to the Loan Agreement and subject to execution of an escrow agreement between Lender, Completion Guarantor and Borrower, the Loan shall be advanced into a segregated escrow account ("**Escrow Account**") held by the Completion Guarantor pursuant to an escrow agreement between Lender, Borrower and Completion Guarantor ("**Escrow Agreement**") upon execution of the Financing Documents (defined below) and not released to the Borrower until satisfaction of all the Conditions Precedent hereunder and as set forth in the Escrow Agreement. Advances payable by Lender in respect of the Loan shall be made based on a cash flow schedule pre-approved in writing by Lender, Completion Guarantor and Borrower. Any approved pre-production financing advanced by Lender, if any,
Budget:	The final locked budgets for the Picture shall not exceed **USD$38,000,000.00** without Lender's prior written approval. The budget of the Picture, once approved by Lender, Completion Guarantor and Borrower will be the "**Approved Budget**".
Deferred Fees:	The Lender acknowledges that there are no deferrals of producer or overhead fees contemplated at this time. If however, such deferrals are required by Completion Guarantor or any other financier of the Picture, Lender shall have the benefit of, and be party to, such deferral agreement(s).
Use of Proceeds:	Proceeds of the Loan, less the Loan Facilitation Fee, shall be used exclusively to finance the pre-production, production, post- production, and delivery of the Picture.

Security:	The obligations of Borrower to Lender with respect to the Loan described herein shall be secured in first priority position, by all of Borrower's assets, including, without limitation, Borrower's right, title and interest in or relating to the Picture, and all of Borrower's (and any affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, the completion guaranty and insurance policy issued in connection with the Picture and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage and general security agreement (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Priority:	Lender will be entitled to recoup the Loan, plus interest and charges in shared **first position** from all adjusted gross receipts (i.e. after distribution fees, expenses, CAM Fees, residuals and sales agent fees) derived from exploitation of the Picture and ancillary rights worldwide.
Sales	Lender will be entitled to pre-approve in writing.
Agents/Distribution:	a) domestic and foreign sales b) maximum sales commissions; c) maximum in marketing/sales expenses; d) domestic and foreign sales and distribution agreements.

Approvals:	Lender will have customary approval rights, which shall be outlined in the Loan Agreement and shall include, without limitation, approvals over the: 1. Approved Screenplay 2. Finance Structure 3. Budget 4. Cash Flow 5. Production and Post-Production Schedules 6. Canadian Distribution deal 7. International Sales Company 8. Domestic Sales Company 9. Key Cast and Crew 10. Cast/Composer deferment agreements. All contingent compensation payable to director, lead cast, other cast, writers, producers, executive producers and all other "talent" (including deferments, bonuses and participations).
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Lender (Freeway CAM B.V. is hereby pre-approved). Lender and financier shall be named parties to the Collection Account Management Agreement (the "**CAMA**") and all amounts payable to Lender and financier hereunder will be payable to Lender and financier in accordance the terms and instructions of the CAMA in a form to be approved in writing by Lender.
Equity:	In further consideration of Lender's agreement to advance the Loan in accordance with the terms hereof, Lender shall receive an amount equal to 20% of 100% of the Picture's "Net Profits", the definition of which shall be defined and approved by Lender in writing in the CAMA for the applicable Picture (such definition shall be no less favourable to Lender than the definition accorded to any other participant in the Picture's "Net Profits").

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

Covenants and Representations and Warranties:	a. There is no action, suit or proceeding (actual or threatened) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. b. Borrower owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. c. No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. d. The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. e. Borrower is a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Term Sheet and to grant the rights provided to Lender set forth herein and in the related Financing Documents.

Conditions Precedent	The long form Loan Agreement shall outline the complete set of conditions precedent ("Conditions Precedent") which shall include, but are not limited to: a. Chain of Title. Chain of title, including proof of payment and a legal opinion, copyright registrations, in form and substance approved by Lender in its sole discretion, for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. b. Financing/ Security Documents. Financing Documents and such other security documents as may be reasonably required by Lender, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender. c. Corporate Documentation. The articles of incorporation, shareholder agreements, resolutions and all other organizational documentation of Borrower and qualifications of Borrower qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required and a corporate legal opinion in a form satisfactory to Lender. d. Key Cast and Crew Agreements. All agreements for key cast, key crew (including director, director of photography, Producers, production designer, composer and editor). e. E&O and Production Insurance Policies. Insurance policies with endorsements in favour of Lender as an additional insured. Borrower represents and confirms that that there are no "essential elements". f. Proof of Financing. Financing agreements between Borrower and other financiers, in a form acceptable to Lender evidencing that the Approved Budget will be fully financed and that such financing will be advanced into the Escrow Account pursuant to an Escrow Agreement or advanced directly for production of the Picture and spent in accordance with the Approved Budget. g. <u>Finance Plan.</u> Approved Budget and satisfaction of the "Strike Price" under the Completion Guaranty, all to be used solely for the aforesaid purposes and secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Lender. g. <u>Other Conditions</u>. Such other conditions precedent as are customary for transactions of this nature.

Termination:	In the event that the Conditions Precedent are not completed to Lender's satisfaction on or before November 15, 2018 Lender shall have no obligation to Borrower hereunder and this Term Sheet will be automatically terminated and of no force or effect. In the event that Lender elects in its sole discretion to advance any amount of the Loan to Borrower prior to the satisfaction of the Conditions Precedent, then such amounts will accrue interest in accordance with this Term Sheet and become immediately due and payable to Lender if this Term Sheet is terminated prior to the satisfaction of the Conditions Precedent.
Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. Underbudget Savings: Any savings from the Approved Budget shall be paid to Lender in proportion to its Loan financing provided in respect of the Picture.
Additional Standard Terms	The Loan Agreement shall include such terms as are standard in connection with senior lender agreements in the film industry, including but not limited to: standard affirmative covenants such as ongoing financial reporting obligations of Borrower, audit rights for Lender and notice of material changes, standard negative covenants, indemnification of Lender and remedies for events of default by Borrower.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Term Sheet and the content of any negotiations between them, except that both parties may inform their respective advisors, regulatory authorities, counsel, lenders, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).
Governing Law:	This Term Sheet will be governed by the laws of the State of New York and the laws of the United States applicable therein.

Other:	All terms of this Term Sheet shall be legally binding agreements of the parties hereto.
Counterparts:	This Term Sheet may be executed in one or more counterparts and via electronic transmission, each of which shall constitute an original hereof and which together shall constitute one agreement.

Creative Wealth Media Finance Corp

By:__________________________________
Name: Jason Cloth
Title: Managing Partner

Hudson Private LP

By:

Name: Christopher J. Conover
Title: General Partner

Schedule "A"

Picture Specifications

The Picture shall be directed by Jay Roach ("**Director**"), shall be produced as a live action theatrical motion picture production by Lucite Desk LLC (a Delaware company) ("**Producer**"), shall have a running time of not less than 90 minutes nor more than 120 minutes (inclusive of main and end titles), shall qualify for a MPAA rating not more restrictive than "R" shall be based on and substantially conform to the approved screenplay written by Christopher Randolph (the "**Approved Screenplay**"), subject to minor changes occasioned by the contingencies of production which do not materially alter characters or narrative, and shall be produced in accordance with the approved production budget (the "**Approved Budget**"), subject to minor variations within budget categories, and the approved production cash-flow schedule ("the "**Approved Cash Flow**") and the approved production schedule (the "**Approved Schedule**"), subject to deviations from the Approved Cash Flow and the Approved Schedule approved by Producer and Film Finances Inc. ("**Guarantor**") Producer shall obtain customary errors and omissions and general production insurance ("**Customary Insurance**").

<u>Approved Budget</u>

The Approved Budget shall not exceed **USD$38,000,000.00** without Lender's prior written approval. The Approved Budget shall be inclusive of all direct development and production costs, the Guarantor fee and required customary contingency and an allowance for all delivery items (including delivery items bonded by the Guarantor) (i) required Lions Gate Films, Inc. under its distribution agreement with Producer (the "**Distribution Agreement**"), a producer fee in the amount not to exceed the amount set forth in the Approved Budget for Producer (the "**Producer Fee**"), and the premiums for Customary Insurance. Neither Producer (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any other payment out of the Approved Budget (whether denominated a fee or overhead or otherwise). Neither Tax Credit Financier nor any of its affiliates or the principals or employees of any of the foregoing shall be entitled to any payments (however denominated) out of the Approved Budget. Neither director nor any entity furnishing services or assigning rights (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to receive any payments (however denominated) out of the Approved Budget in excess of the amounts set forth in the Approve Budget. No person or entity shall be entitled to receive a producer or executive producer or similar fee out of the Approved Budget (other than the Producer Fee) without the Lender's prior written approval. The Approved Budget shall include all amounts necessary to effect delivery in accordance with the Distribution Agreement.

TAB 8

TERM SHEET
FINANCING FOR MOTION PICTURE PROJECT ENTITLED
"Fair and Balanced" ("**Picture**")

Lender/Financier	Under this agreement "Lender" shall be defined as Creative Wealth Media Finance Corp. (the "**Lender**"), which has advanced investment proceeds to the Borrower on behalf of all registered "Financiers" to finance the picture "Fair and Balanced" (the "Picture"). **Hudson Private LP** (the **"Financier")** wishes to invest an additional US$1,000,000 to Lender, representing an additional ownership in the Gross Receipts of the Picture in the amount of $1,300,000, and with the previous US$2,000,000 invested by the Financier, total ownership in the Gross Receipts of the Picture in the amount of US$3,900,000.
Borrower:	**LUCITE DESK LLC**, a Delaware limited liability company with an office address at 345 N. Maple Drive, Suite 294, Beverly Hills, California 90210 (the "**Borrower**") has obtained financing from Lender in connection with the production of the Picture in accordance with the specifications attached hereto at Schedule "A".
Copyright Owner:	The ownership of the copyright in the applicable Picture (including the copyright in the Approved Screenplay (as defined in Schedule "A") and all subsidiary and derivative production rights therein shall be owned by **LUCITE DESK, LLC**. Notwithstanding the preceding pursuant to a distribution agreement with Lions Gate Films, Inc. ("**LGF**"), all subsequent production rights will be frozen and copyright in the picture itself will be shared 50/50 with LGF.
Completion Arrangements:	Film Finances Inc. (the "**Completion Guarantor**") will be the completion guarantor for the Picture, and Lender and Completion Guarantor will enter into an industry standard Completion Guaranty in a form approved by Lender.
Loan:	Subject to satisfaction of the Picture Specifications set forth in Schedule "A" which are capable of being satisfied prior to commencement of principal photography of the Picture and subject to satisfaction of all Conditions Precedent (defined herein) and such other conditions precedent as set forth in the loan and security agreement ("**Loan Agreement**") between Lender and Borrower in respect of the Picture, Lender has advanced a loan in the total amount of USD**$14,858,978.00**, (the "**Loan**"). The Loan is inclusive of the Loan Facilitation Fee and Legal Fees (defined below).

Interest:	Subject to the rights and recourses of Lender hereinafter, all amounts of the Loan disbursed in accordance with this Agreement and which remain unpaid from time to time will bear a flat interest amount equal to fifteen percent (15%) (the "**Interest**") on the outstanding balance on the Loan.
Maturity:	The Loan shall have a maturity date that the later of (i) 24 months from initial disbursement of the Loan, and (ii) 90 days after the Picture is released to the public (the "**Loan Maturity Date**").
Loan Facilitation Fee	Lender will charge to Borrower and Borrower shall pay, upon the initial disbursement of the Loan, a loan facilitation fee equal to five percent (5.0%) of the net amount funded to Borrower hereunder (the "**Loan Fee**") The Loan Fee was earned in full by Lender upon the Initial Disbursement (as hereafter defined) under the Loan. The Loan Fee was paid to Lender by deducting 100% of the Loan Fee then due from the Initial Disbursement paid to Borrower hereunder.
Escrow, Availability and Closing:	If agreed by the parties pursuant to the Loan Agreement and subject to execution of an escrow agreement between Lender, Completion Guarantor and Borrower, the Loan shall be advanced into a segregated escrow account ("**Escrow Account**") held by the Completion Guarantor pursuant to an escrow agreement between Lender, Borrower and Completion Guarantor ("**Escrow Agreement**") upon execution of the Financing Documents (defined below) and not released to the Borrower until satisfaction of all the Conditions Precedent hereunder and as set forth in the Escrow Agreement. Advances payable by Lender in respect of the Loan shall be made based on a cash flow schedule pre-approved in writing by Lender, Completion Guarantor and Borrower.
Budget:	The final locked budgets for the Picture shall not exceed **USD$38,000,000.00** without Lender's prior written approval. The budget of the Picture, once approved by Lender, Completion Guarantor and Borrower will be the "**Approved Budget**".
Deferred Fees:	The Lender acknowledges that there are no deferrals of producer or overhead fees contemplated at this time. If however, such deferrals are required by Completion Guarantor or any other financier of the Picture, Lender shall have the benefit of, and be party to, such deferral agreement(s).
Use of Proceeds:	Proceeds of the Loan, less the Loan Facilitation Fee, shall be used exclusively to finance the pre-production, production, post-production, and delivery of the Picture.

Security:	The obligations of Borrower to Lender with respect to the Loan described herein shall be secured in first priority position, by all of Borrower's assets, including, without limitation, Borrower's right, title and interest in or relating to the Picture, and all of Borrower's (and any affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, the completion guaranty and insurance policy issued in connection with the Picture and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage and general security agreement (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Priority:	Lender will be entitled to recoup the Loan, plus interest and charges in shared **first position** from all adjusted gross receipts (i.e. after distribution fees, expenses, CAM Fees, residuals and sales agent fees) derived from exploitation of the Picture and ancillary rights worldwide.
Agents/Distribution:	a) domestic and foreign sales b) maximum sales commissions; c) maximum in marketing/sales expenses; d) domestic and foreign sales and distribution agreements.

Approvals:	Lender will have customary approval rights, which shall be outlined in the Loan Agreement and shall include, without limitation, approvals over the: 1. Approved Screenplay 2. Finance Structure 3. Budget 4. Cash Flow 5. Production and Post-Production Schedules 6. Canadian Distribution deal 7. International Sales Company 8. Domestic Sales Company 9. Key Cast and Crew 10. Cast/Composer deferment agreements. All contingent compensation payable to director, lead cast, other cast, writers, producers, executive producers and all other "talent" (including deferments, bonuses and participations).
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Lender (Freeway CAM B.V. is hereby pre-approved). Lender shall be a named party to the Collection Account Management Agreement (the "**CAMA**") and all amounts payable to Lender hereunder will be payable to Lender in accordance the terms and instructions of the CAMA in a form to be approved in writing by Lender.
Equity:	In further consideration of Lender's agreement to advance the Loan in accordance with the terms hereof, Lender shall receive an amount equal to 20% of 100% of the Picture's "Net Profits", the definition of which shall be defined and approved by Lender in writing in the CAMA for the applicable Picture (such definition shall be no less favourable to Lender than the definition accorded to any other participant in the Picture's "Net Profits").

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

Covenants and Representations and Warranties:	a. There is no action, suit or proceeding (actual or threatened) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. b. Borrower owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. c. No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. d. The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. e. Borrower is a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Term Sheet and to grant the rights provided to Lender set forth herein and in the related Financing Documents.

Conditions Precedent	The long form Loan Agreement shall outline the complete set of conditions precedent ("Conditions Precedent") which shall include, but are not limited to: a Chain of Title. Chain of title, including proof of payment and a legal opinion, copyright registrations, in form and substance approved by Lender in its sole discretion, for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. b. Financing/ Security Documents. Financing Documents and such other security documents as may be reasonably required by Lender, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender. c. Corporate Documentation. The articles of incorporation, shareholder agreements, resolutions and all other organizational documentation of Borrower and qualifications of Borrower qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required and a corporate legal opinion in a form satisfactory to Lender. d. Key Cast and Crew Agreements. All agreements for key cast, key crew (including director, director of photography, Producers, production designer, composer and editor). e. E&O and Production Insurance Policies. Insurance policies with endorsements in favour of Lender as an additional insured. Borrower represents and confirms that that there are no "essential elements". f. Proof of Financing. Financing agreements between Borrower and other financiers, in a form acceptable to Lender evidencing that the Approved Budget will be fully financed and that such financing will be advanced into the Escrow Account pursuant to an Escrow Agreement or advanced directly for production of the Picture and spent in accordance with the Approved Budget. g. Finance Plan. Approved Budget and satisfaction of the "Strike Price" under the Completion Guaranty, all to be used solely for the aforesaid purposes and secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction ofLender. g. Other Conditions. Such other conditions precedent as are customary for transactions of this nature.

Termination:	In the event that the Conditions Precedent are not completed to Lender's satisfaction on or before the day of this financing, Lender shall have no obligation to Borrower hereunder and this Term Sheet will be automatically terminated and of no force or effect. In the event that Lender elects in its sole discretion to advance any amount of the Loan to Borrower prior to the satisfaction of the Conditions Precedent, then such amounts will accrue interest in accordance with this Term Sheet and become immediately due and payable to Lender if this Term Sheet is terminated prior to the satisfaction of the Conditions Precedent.
Post-Production and Underages:	<u>Post-Production</u>: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. <u>Underbudget Savings</u>: Any savings from the Approved Budget shall be paid to Lender in proportion to its Loan financing provided in respect of the Picture.
Additional Standard Terms	The Loan Agreement shall include such terms as are standard in connection with senior lender agreements in the film industry, including but not limited to: standard affirmative covenants such as ongoing financial reporting obligations of Borrower, audit rights for Lender and notice of material changes, standard negative covenants, indemnification of Lender and remedies for events of default by Borrower.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Term Sheet and the content of any negotiations between them, except that both parties may inform their respective advisors, regulatory authorities, counsel, lenders, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).
Governing Law:	This Term Sheet will be governed by the laws of the State of New York and the laws of the United States applicable therein.

Other:	All terms of this Term Sheet shall be legally binding agreements of the parties hereto.
Counterparts:	This Term Sheet may be executed in one or more counterparts and via electronic transmission, each of which shall constitute an original hereof and which together shall constitute one agreement.

Creative Wealth Media Finance Corp

By: Jason Cloth

Name: Jason Cloth

Title: Managing Partner

Financier

By: Christopher C. Conover

Name: Christopher C. Conover

Title: Chief Executive Officer

By:____________________

Name:____________________

Title: ____________________

Schedule "A"

Picture Specifications

The Picture shall be directed by Jay Roach ("**Director**"), shall be produced as a live action theatrical motion picture production by Lucite Desk LLC (a Delaware company) ("**Producer**"), shall have a running time of not less than 90 minutes nor more than 120 minutes (inclusive of main and end titles), shall qualify for a MPAA rating not more restrictive than "R" shall be based on and substantially conform to the approved screenplay written by Christopher Randolph (the "**Approved Screenplay**"), subject to minor changes occasioned by the contingencies of production which do not materially alter characters or narrative, and shall be produced in accordance with the approved production budget (the "**Approved Budget**"), subject to minor variations within budget categories, and the approved production cash-flow schedule ("the "**Approved Cash Flow**") and the approved production schedule (the "**Approved Schedule**"), subject to deviations from the Approved Cash Flow and the Approved Schedule approved by Producer and Film Finances Inc. ("**Guarantor**") Producer shall obtain customary errors and omissions and general production insurance ("**Customary Insurance**").

<u>Approved Budget</u>

The Approved Budget shall not exceed **USD$38,000,000.00** without Lender's prior written approval. The Approved Budget shall be inclusive of all direct development and production costs, the Guarantor fee and required customary contingency and an allowance for all delivery items (including delivery items bonded by the Guarantor) (i) required Lions Gate Films, Inc. under its distribution agreement with Producer (the "**Distribution Agreement**"), a producer fee in the amount not to exceed the amount set forth in the Approved Budget for Producer (the "**Producer Fee**"), and the premiums for Customary Insurance. Neither Producer (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any other payment out of the Approved Budget (whether denominated a fee or overhead or otherwise). Neither Tax Credit Financier nor any of its affiliates or the principals or employees of any of the foregoing shall be entitled to any payments (however denominated) out of the Approved Budget. Neither director nor any entity furnishing services or assigning rights (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to receive any payments (however denominated) out of the Approved Budget in excess of the amounts set forth in the Approve Budget. No person or entity shall be entitled to receive a producer or executive producer or similar fee out of the Approved Budget (other than the Producer Fee) without the Lender's prior written approval. The Approved Budget shall include all amounts necessary to effect delivery in accordance with the Distribution Agreement.

TAB 9

THE MOTION PICTURE "BOMBSHELL"
FINANCING TERM SHEET

This term sheet (the "Financing Term Sheet") dated as of November 26, 2019 sets to writing the agreement by and among Creative Wealth Media Finance Corp., a Canadian corporation ("Creative"), Hudson Private Corp. ("Investor"), and Jason Cloth ("Cloth"), an individual, with regard to the subject matter herein below. The parties may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS Lucite Desk LLC, a Delaware limited liability company ("Borrower") entered into a Co-Production and Distribution Agreement with Lions Gate Films Inc. ("Studio"), dated as of December 1, 2018 (the "Co-Production and Distribution Agreement"), wherein Borrower and Studio agreed to co-finance and distribute that certain third-party produced live-action motion picture formerly entitled "Fair and Balanced" and currently entitled "Bombshell" (the "Picture");

AND WHEREAS, Creative and Borrower entered into a Term Sheet Financing for Motion Picture Project Entitled "Fair and Balanced" dated October 23, 2018 ("Master Term Sheet"), and attached hereto as Schedule A, to finance the Picture.

AND WHEREAS, Creative, and Investor entered into a participation agreement (the "Participation Agreement") dated the date hereof and attached hereto as Schedule B, in connection with the Master Term Sheet, wherein Investor agreed to advance a portion of Creative's financing obligations (the "Creative Financing") pursuant to the Co-Production and Distribution Agreement and the Master Term Sheet concerning the Picture.

NOW THEREFORE, this Financing Term Sheet is made by and between the Parties in consideration of the mutual undertakings, agreements and acknowledgements contained in this Financing Term Sheet and for other good and valuable consideration the sufficiency and receipt of which each Party hereto acknowledges.

Funding	$5,000,000 USD ("the Investor Financing") shall be advanced by Investor directly to Creative as a loan participation, to partially fund the Creative Financing. Investor further acknowledges that Borrower disbursed an amount equal to seven and a half percent (7.5%) of the Investor Financing (the "Facilitation Fees") to Creative. It should be noted that payment of the Facilitation Fees does not reduce any principal or interest payments due to Investor.
Term	The Investor Financing shall be repaid on or before the later of (i) one (1) year from the date hereof, or (ii) 180 days after the Picture is released to the public (the "Repayment Date").

Investor Fixed Return and Additional Interest	Investor shall be entitled to a fixed rate of return of 15 per cent (15%) (the "Investor Fixed Return"), on the Investor Financing made by Investor under this Financing Term Sheet. Should repayment not come before the Repayment Date, parties agree that Investor shall be paid additional interest of 1.5% per month, commencing on the first business day of the next month, on the entire outstanding balance, until such time as all amounts due are fully repaid.
Contingent Compensation	Following repayment to Hudson Private in full of the Investor Fixed Return (interest and principal), Hudson Private shall receive 10% of any further proceeds received by Creative.
Condition Precedents	The commencement of this Financing Term Sheet and all of Investor's obligations will be contingent on the following: (i) Investor shall receive the most recent report from the collection account; (ii) Investor shall receive latest quarterly financial information about the Picture directly from BRON Studios; (iii) the satisfaction of diligence by Investor or its delegate and (iv) Creative shall provide a letter of instruction to a third party collection agent that Investor shall have access to view the collection account and receive all disbursements directly from the collection agent.
Information Rights	Investor shall receive: (i) monthly reports from the Studio's collection account within 20 calendar days of month-end; (ii) all reports and deliverables pursuant to (A) Section 4.7 "Reporting" of the Loan and Security Agreement (executed between Lucite Desk LLC and Creative Wealth Media Finance Corp. on October 17, 2018), and (B) Section 8 ("Reporting Periods") and Section 9 ("Audit Rights") of Exhibit GR/DE of the Co-Production and Distribution Agreement (executed between Lucite Desk LLC and Lions Gate Films Inc. on December 1, 2018) within 5 calendar days of receipt by Creative; and (iii) quarterly financial information about the Picture directly from BRON Studios within 45 days of the end of the fiscal quarter.
Disposition of Gross Receipts	Investor will be entitled to recoup the Investor Financing, the Investor Fixed Return plus any additional interest earned in shared first position from all adjusted gross receipts (i.e. after distribution fees, expenses, CAM Fees, residuals and sales agent fees) derived from exploitation of the Picture and ancillary rights worldwide.
Representations and Warrants	The Parties represent and warrant that: (a) each has the full right, power and authority to enter into and perform this Financing Term Sheet; and (b) no Party has assigned, hypothecated, encumbered or otherwise transferred (or entered into an agreement to do any of the foregoing) any rights contemplated hereunder to any other party or person. Investor further represents, warrants and agrees that it has the ability to fully perform all of

	its financial obligations hereunder, and that it shall do so in strict conformity with all applicable securities laws, regulations and treaties.
Governing Law and Dispute Resolution:	This Financing Term Sheet shall be governed by the laws of the State of New York and the laws of the United States applicable therein. In the event of a dispute arising hereunder, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and costs.
Miscellaneous:	It is expressly agreed that this Financing Term Sheet is an agreement between separate entities. The Parties each acknowledge that they are independent contractors and that solely by entering into this Financing Term Sheet no partnership, joint venture, agency or employment relationship has or will be created by this Financing Term Sheet. No Party hereto shall have the right or authority to create or assume any obligations in any other Party's name or on any other Party's behalf, whether express or implied, or act or purport to act as any other Party's agent or legally empowered representative for any purpose whatsoever, without the other Party's prior written consent in each instance. No Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, transaction, act or omission to act of the other Party(ies). This Financing Term Sheet contains the entire understanding of the Parties relating to its subject matter and supersedes and replaces all prior agreements and understandings, written or oral. No change or modification of this Financing Term Sheet will be binding upon any Party unless it is made by a written instrument signed by all Parties. A waiver by any Party of any provision of this Financing Term Sheet in any instance shall not be deemed to waive such provision for the future. This Financing Term Sheet may be executed electronically and in counterparts, all of which together shall constitute a single Term Sheet. Signatures obtained via electronically transmitting a copy of this Financing Term Sheet with an attached portable document file ("PDF") or electronically executed and thereafter sent by PDF shall be valid and enforceable as if signed by the that Party in person.

[Signature page to follow]

[Signature page to Bombshell Financing Term Sheet]

IN WITNESS WHEREOF, the Parties hereto have executed this Financing Term Sheet as of the date set forth above by their duly authorized representatives with full rights, power and authority to enter into and perform this Financing Term Sheet.

CREATIVE WEALTH MEDIA FINANCE CORP

By: Jason Cloth ____________________

Name: Jason Cloth
Its: Director

HUDSON PRIVATE CORP

By: Christopher J. Conover ____________________

Name: Christopher J. Conover
Its: Chief Executive Officer

JASON CLOTH

By: Jason Cloth ____________________

SCHEDULE A

MASTER TERM SHEET

TERM SHEET
FINANCING FOR MOTION PICTURE PROJECT ENTITLED
"Fair and Balanced" ("Picture")

Lender:	Creative Wealth Media Finance Corp. (the "**Lender**")
Borrower:	**LUCITE DESK LLC**, a Delaware limited liability company with an office address at 345 N. Maple Drive, Suite 294, Beverly Hills, California 90210 (the "**Borrower**") wishes to obtain financing from Lender in connection with the production of the Picture entitled "Fair and Balanced" in accordance with the specifications attached hereto at Schedule "A".
Copyright Owner:	The ownership of the copyright in the applicable Picture (including the copyright in the Approved Screenplay (as defined in Schedule "A") and all subsidiary and derivative production rights therein shall be owned by **LUCITE DESK, LLC**. Notwithstanding the preceding pursuant to a distribution agreement with Lions Gate Films, Inc. ("**LGF**"), all subsequent production rights will be frozen and copyright in the picture itself will be shared 50/50 with LGF.
Completion Arrangements:	Film Finances Inc. (the "**Completion Guarantor**") will be the completion guarantor for the Picture and Lender and Completion Guarantor will enter into an industry standard Completion Guaranty in a form approved by Lender.
Loan:	Subject to satisfaction of the Picture Specifications set forth in Schedule "A" which are capable of being satisfied prior to commencement of principal photography of the Picture and subject to satisfaction of all Conditions Precedent (defined herein) and such other conditions precedent as set forth in the loan and security agreement ("**Loan Agreement**") between Lender and Borrower in respect of the Picture, Lender will advance a loan in the total amount of USD**$14,858,978.00**, (the "**Loan**"). The Loan is inclusive of the Loan Facilitation Fee and Legal Fees (defined below).
Interest:	Subject to the rights and recourses of Lender hereinafter, all amounts of the Loan disbursed in accordance with this Agreement and which remain unpaid from time to time will bear a flat interest amount equal to fifteen percent (15%) (the "**Interest**") on the outstanding balance on the Loan.
Maturity:	The Loan shall have a maturity date that is 24 months from initial disbursement of the Loan (the "**Loan Maturity Date**").

Loan Facilitation Fee	Lender will charge to Borrower and Borrower shall pay, upon the initial disbursement of the Loan, a loan facilitation fee equal to seven and a half percent (7.5%) of the net amount funded to Borrower hereunder (the "**Loan Fee**") The Loan Fee shall be earned in full by Lender upon the Initial Disbursement (as hereafter defined) under the Loan. The Loan Fee shall be paid to Lender by deducting 100% of the Loan Fee then due from the Initial Disbursement payable to Borrower hereunder.
Escrow, Availability and Closing:	If agreed by the parties pursuant to the Loan Agreement and subject to execution of an escrow agreement between Lender, Completion Guarantor and Borrower, the Loan shall be advanced into a segregated escrow account ("**Escrow Account**") held by the Completion Guarantor pursuant to an escrow agreement between Lender, Borrower and Completion Guarantor ("**Escrow Agreement**") upon execution of the Financing Documents (defined below) and not released to the Borrower until satisfaction of all the Conditions Precedent hereunder and as set forth in the Escrow Agreement. Advances payable by Lender in respect of the Loan shall be made based on a cash flow schedule pre-approved in writing by Lender, Completion Guarantor and Borrower. Any approved pre-production financing advanced by Lender, if any,
Budget:	The final locked budgets for the Picture shall not exceed **USD$38,000,000.00** without Lender's prior written approval. The budget of the Picture, once approved by Lender, Completion Guarantor and Borrower will be the "**Approved Budget**".
Deferred Fees:	The Lender acknowledges that there are no deferrals of producer or overhead fees contemplated at this time. If however, such deferrals are required by Completion Guarantor or any other financier of the Picture, Lender shall have the benefit of, and be party to, such deferral agreement(s).
Use of Proceeds:	Proceeds of the Loan, less the Loan Facilitation Fee, shall be used exclusively to finance the pre-production, production, post- production, and delivery of the Picture.

Security:	The obligations of Borrower to Lender with respect to the Loan described herein shall be secured in first priority position, by all of Borrower's assets, including, without limitation, Borrower's right, title and interest in or relating to the Picture, and all of Borrower's (and any affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, the completion guaranty and insurance policy issued in connection with the Picture and all tax and other incentives and so-called "soft monies" in connection with the Picture, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage and general security agreement (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Priority:	Lender will be entitled to recoup the Loan, plus interest and charges in shared **first position** from all adjusted gross receipts (i.e. after distribution fees, expenses, CAM Fees, residuals and sales agent fees) derived from exploitation of the Picture and ancillary rights worldwide.
Sales	Lender will be entitled to pre-approve in writing.
Agents/Distribution:	a) domestic and foreign sales agents; b) maximum sales agent commissions; c) maximum in marketing/sales expenses; d) domestic and foreign sales and distribution agreements.

Approvals:	Lender will have customary approval rights, which shall be outlined in the Loan Agreement and shall include, without limitation, approvals over the: 1. Approved Screenplay 2. Finance Structure 3. Budget 4. Cash Flow 5. Production and Post-Production Schedules 6. Canadian Distribution deal 7. International Sales Company 8. Domestic Sales Company 9. Key Cast and Crew 10. Cast/Composer deferment agreements. All contingent compensation payable to director, lead cast, other cast, writers, producers, executive producers and all other "talent" (including deferments, bonuses and participations).
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Lender (Freeway CAM B.V. is hereby pre-approved). Lender shall be a named party to the Collection Account Management Agreement (the "**CAMA**") and all amounts payable to Lender hereunder will be payable to Lender in accordance the terms and instructions of the CAMA in a form to be approved in writing by Lender.
Equity:	In further consideration of Lender's agreement to advance the Loan in accordance with the terms hereof, Lender shall receive an amount equal to 19.39% of 100% of the Picture's "Net Profits", the definition of which shall be defined and approved by Lender in writing in the CAMA for the applicable Picture (such definition shall be no less favourable to Lender than the definition accorded to any other participant in the Picture's "Net Profits").

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

Covenants and Representations and Warranties:	a. There is no action, suit or proceeding (actual or threatened) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. b. Borrower owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. c. No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. d. The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. e. Borrower is a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Term Sheet and to grant the rights provided to Lender set forth herein and in the related Financing Documents.

Conditions Precedent	The long form Loan Agreement shall outline the complete set of conditions precedent ("Conditions Precedent") which shall include, but are not limited to: a. Chain of Title. Chain of title, including proof of payment and a legal opinion, copyright registrations, in form and substance approved by Lender in its sole discretion, for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. b. Financing/ Security Documents. Financing Documents and such other security documents as may be reasonably required by Lender, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender. c. Corporate Documentation. The articles of incorporation, shareholder agreements, resolutions and all other organizational documentation of Borrower and qualifications of Borrower qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required and a corporate legal opinion in a form satisfactory to Lender. d. Key Cast and Crew Agreements. All agreements for key cast, key crew (including director, director of photography, Producers, production designer, composer and editor). e. E&O and Production Insurance Policies. Insurance policies with endorsements in favour of Lender as an additional insured. Borrower represents and confirms that that there are no "essential elements". f. Proof of Financing. Financing agreements between Borrower and other financiers, in a form acceptable to Lender evidencing that the Approved Budget will be fully financed and that such financing will be advanced into the Escrow Account pursuant to an Escrow Agreement or advanced directly for production of the Picture and spent in accordance with the Approved Budget. g. Finance Plan. Approved Budget and satisfaction of the "Strike Price" under the Completion Guaranty, all to be used solely for the aforesaid purposes and secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Lender. g. Other Conditions. Such other conditions precedent as are customary for transactions of this nature.

Termination:	In the event that the Conditions Precedent are not completed to Lender's satisfaction on or before November 15, 2018 Lender shall have no obligation to Borrower hereunder and this Term Sheet will be automatically terminated and of no force or effect. In the event that Lender elects in its sole discretion to advance any amount of the Loan to Borrower prior to the satisfaction of the Conditions Precedent, then such amounts will accrue interest in accordance with this Term Sheet and become immediately due and payable to Lender if this Term Sheet is terminated prior to the satisfaction of the Conditions Precedent.
Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. Underbudget Savings: Any savings from the Approved Budget shall be paid to Lender in proportion to its Loan financing provided in respect of the Picture.
Additional Standard Terms	The Loan Agreement shall include such terms as are standard in connection with senior lender agreements in the film industry, including but not limited to: standard affirmative covenants such as ongoing financial reporting obligations of Borrower, audit rights for Lender and notice of material changes, standard negative covenants, indemnification of Lender and remedies for events of default by Borrower.
Confidentiality:	The parties shall maintain at all times as confidential information the terms of this Term Sheet and the content of any negotiations between them, except that both parties may inform their respective advisors, regulatory authorities, counsel, lenders, or other equity holders, financiers and employees with a need to know as each party deems necessary (provided that all such persons are made aware of and agree to abide by the confidentiality hereof).
Governing Law:	This Term Sheet will be governed by the laws of the State of New York and the laws of the United States applicable therein.

Other:	All terms of this Term Sheet shall be legally binding agreements of the parties hereto.
Counterparts:	This Term Sheet may be executed in one or more counterparts and via electronic transmission, each of which shall constitute an original hereof and which together shall constitute one agreement.

Creative Wealth Media Finance Corp

By:______________________
Name: Jason Cloth
Title: Authorized Signatory

Lucite Desk, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Authorized Signatory

DocuSigned by:
By:______________________
EF747CC77368451...
Name: Steven Thibault
Title: Authorized Signatory

****** SCHEDULE "B"**

PAYMENT INFORMATION

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

US FUNDS:

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

SCHEDULE B

PARTICIPATION AGREEMENT

CREATIVE WEALTH MEDIA FINANCE CORP.
PARTICIPATION AGREEMENT

AGREEMENT made this 26th day of November 2019, by and between **CREATIVE WEALTH MEDIA FINANCE CORP.**, a Canadian corporation, provincially registered in the Province of Ontario with its office at 151 Bloor Street West, Suite 700, Toronto , Ontario M5S 1S4 (hereinafter referred to as "**Lender**") and Hudson Private Corp a New York corporation with its offices at 15 East Central Avenue, Pearl River, NY 10965 (hereinafter referred to as "**Financier**").

WHEREAS:

A. Lender has entered into a term sheet agreement (hereinafter referred to as the "**Master Term Sheet**") with Lucite Desk LLC, a Delaware limited liability company (hereinafter referred to as the "**Borrower**") in respect of a motion picture production entitled "Bombshell" (formerly known as "Fair and Balanced") (hereinafter referred to as the "**Picture**"), a true copy of said Master Term Sheet having been delivered to Financier, and Financier having independently reviewed and approved same;

B. Pursuant to the terms of the Master Term Sheet (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments, hereinafter collectively referred to as the "**Financing Agreements**"), Lender has entered into certain financing arrangements and has extended a loan of **US$15,393,011** to the Borrower (hereinafter referred to as the "**Loan**"), upon the collateral as defined in Sections 5.1 and 5.2 of the Loan and Security Agreement between Borrower and Lender, dated October 17, 2018 and amended on January 23, 2019, including the present and future accounts of the Borrower (the "**Collateral**"); and

C. Pursuant and subject to the term sheet agreement, entered into between the Financier and Lender dated as of November 26, 2019 (hereinafter referred to as the "**Financing Term Sheet**") attached hereto and incorporated into this Agreement by way of Schedule "A", Financier wishes to acquire from the Lender, upon the terms and conditions hereinafter set forth, an undivided fractional interest in the Loan, and to the extent necessary to repay the Participation (as hereinafter defined), an undivided fractional interest in the Collateral.

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

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

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

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

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

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

Lender shall have the obligation to account to Financier for Financier's share of the Collections. All Collections and/or payments due to Financier with respect to Financier's interest in the Loan, shall be paid to Financier directly by collection agent. Any other funds due to the Financier including proceeds of Collateral and claims with respect thereto, which are received by Lender shall be held in trust for Financier and deposited by Lender in one or more of its bank accounts and applied as provided herein.

4. Lender's books and records showing the account between Lender and the Borrower and statements of account rendered to Financier shall be considered accurate unless objected to by Financier within sixty (60) days from any such date of such books, records and statements in question.

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

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

Financier is entitled to receive all payments hereunder without Lender being required to deduct or withhold any amount therefrom on account of duties, taxes, levies, imports, fees, interest or penalties (each a "**Tax**" and collectively "**Taxes**"). If any deduction or withholding for Taxes is required by law

or the administrative practice of any taxation authority, Canadian or otherwise, Lender shall be entitled to make such deduction or withholding from any payment hereunder and to pay the full amount so deducted or withheld to the relevant taxation authority in accordance with applicable law. Financier shall notify Lender immediately if any Taxes are required to be deducted or withheld upon any payment to Financier hereunder and shall provide any certificates, Tax forms or other information reasonably requested by Lender in connection with the reporting or payment of any Taxes relating to this Agreement. Financier shall indemnify Lender on demand on an after-Tax basis for all losses, claims, liabilities, Taxes or expenses incurred by Lender as result of (i) any failure by the Financier to comply with any Tax reporting or payment requirements relating to this Agreement; (ii) any inaccuracy of the foregoing representation and warranty and (iii) any payment by Lender to Financier hereunder with the required deduction or withholding for Taxes.

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

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

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

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

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

6. Financier hereby agrees the provisions related to the recuperation of and/or amount entitled to in the Financing Term Sheet, collectively, represent all material aspects and/or rights associated with the Loan. As such, Lender agrees and shall not, without prior written consent in each instance, amend, alter, modify, waive or release any material right, aspect of, or relating to provisions listed in the Financing Term Sheet. Furthermore, Financier confirms and acknowledges that the Lender is relying on the Financing Term Sheet in connection with the execution of this Agreement.

7. Financier shall pay all stamp duty, documentation, registration, transfer or other like Taxes, if any, which may now or hereafter be imposed in connection with this Agreement or the purchase of the

Participation and shall indemnify Lender on demand on an after-Tax basis against any liability resulting from any delay or failure by Financier to pay such Taxes. Financier's obligations under this Section shall survive the termination of this Agreement.

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

Financier further acknowledges the risks inherent in making loans and/or equity investments in the Picture and the related risks inherent in developing, producing, and marketing the Picture, including but not limited to the possibility of cost overruns, lower sales than anticipated and loss of financing. Lender makes no representation or warranty as to the commercial release of the Picture or the amount of proceeds, if any, to be received from exploitation of the Picture. There is no assurance that Financier will earn a profit from or recoup its Participation. Lender agrees that it will use normal prudence and judgment in the servicing of the account and in the carrying out of the terms of the Financing Agreements. Lender shall not have any liability to Financier with respect to any action taken or omitted by Lender, its employees or agents, in connection with the Financing Agreements or for any error in judgment except for its own gross negligence or willful misconduct. Lender agrees that at any time and from time to time during normal business hours, it will permit Financier or its agent to examine Lender's books, records and accounts relating to the Collateral and the Financing Agreements and it will upon request furnish Financier with such information requested as it may have or be reasonably able to obtain with respect to the Collateral or any other matter connected with the Financing Agreements and with copies of all papers and documents relating to the Collateral and the transactions in them and with financial statements and audit reports showing the status of the Collateral. Financier agrees that it will keep all such information confidential.

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

10. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

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

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

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

If to Lender, to the attention of:

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

If to Financier, to the attention of:

Hudson Private Corp.
15 East Central Avenue
Pearl River, NY 10965
Attention: Hudson Valley Wealth Management Inc.

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

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

17. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the State of New York and the laws of the United States applicable therein without regard to the conflict of law principles thereof. Financier and Lender irrevocably attorns and submits to the non-exclusive jurisdiction of the state or federal court located in New York, New York (or in any appellate courts thereof) with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

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

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

Schedule "A"	Financing Term Sheet
Schedule "B"	Payment Information

Assignment

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

Entire Agreement

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

Time of Essence

Time is of the essence in this Agreement.

Language of Documents

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

Execution by Facsimile and Counterparts

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

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

CREATIVE WEALTH MEDIA FINANCE CORP.

Per:

Name: Jason Cloth
Title: Authorized Signing Officer

HUDSON PRIVATE CORP.

Per:

Name: Christopher J. Conover
Title: Chief Executive Officer

TAB 10

CREATIVE WEALTH MEDIA FINANCE CORP.
PARTICIPATION AGREEMENT

AGREEMENT made this 8th of April/4 31 of May, 2019 and between **CREATIVE WEALTH MEDIA FINANCE CORP.**, a Canadian corporation, provincially registered in the Province of Ontario with its office at 151 Bloor Street West, Suite 700, Toronto , Ontario M5S 1S4 (hereinafter referred to as "**Lender**") and Hudson Private LP a Delaware Limited Partnership with its offices at 15 East Central Avenue, Pearl River, NY 10965 (hereinafter referred to as "**Financier**").

WHEREAS:

A. Lender has entered into a term sheet agreement (hereinafter referred to as the "**Master Term Sheet**") with Lucite Desk LLC, a Delaware limited liability company (hereinafter referred to as the "**Borrower**") in respect of a motion picture production entitled "Bombshell" (formerly known as "Fair and Balanced") (hereinafter referred to as the "**Picture**"), a true copy of said Master Term Sheet having been delivered to Financier, and Financier having independently reviewed and approved same;

B. Pursuant to the terms of the Master Term Sheet (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments, hereinafter collectively referred to as the "**Financing Agreements**"), Lender has entered into certain financing arrangements and has extended a loan of **US$15,393,011** to the Borrower (hereinafter referred to as the "**Loan**"), upon the collateral as defined in Sections 5.1 and 5.2 of the Loan and Security Agreement between Borrower and Lender, dated October 17, 2018 and amended on January 23, 2019, including the present and future accounts of the Borrower (the "**Collateral**"); and

C. Pursuant and subject to the term sheet agreement, entered into between the Financier and Lender dated as of Dec 5, 2019(hereinafter referred to as the "**Financing Term Sheet**") attached hereto and incorporated into this Agreement by way of Schedule "A", Financier wishes to acquire from the Lender, upon the terms and conditions hereinafter set forth, an undivided fractional interest in the Loan, and to the extent necessary to repay the Participation (as hereinafter defined), an undivided fractional interest in the Collateral.

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

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

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

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

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

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

Lender shall have the obligation to account to Financier for Financier's share of the Collections. All Collections and/or payments due to Financier with respect to Financier's interest in the Loan, shall be paid to Financier directly by collection agent. Any other funds due to the Financier including proceeds of Collateral and claims with respect thereto, which are received by Lender shall be held in trust for Financier and deposited by Lender in one or more of its bank accounts and applied as provided herein.

4. Lender's books and records showing the account between Lender and the Borrower and statements of account tendered to Financier shall be considered accurate unless objected to by Financier within sixty (60) days from any such date of such books, records and statements in question.

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

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

Financier is entitled to receive all payments hereunder without Lender being required to deduct or withhold any amount therefrom on account of duties, taxes, levies, imports, fees, interest or penalties (each a "**Tax**" and collectively "**Taxes**"). If any deduction or withholding for Taxes is required by law

or the administrative practice of any taxation authority, Canadian or otherwise, Lender shall be entitled to make such deduction or withholding from any payment hereunder and to pay the full amount so deducted or withheld to the relevant taxation authority in accordance with applicable law. Financier shall notify Lender immediately if any Taxes are required to be deducted or withheld upon any payment to Financier hereunder and shall provide any certificates, Tax forms or other information reasonably requested by Lender in connection with the reporting or payment of any Taxes relating to this Agreement. Financier shall indemnify Lender on demand on an after-Tax basis for all losses, claims, liabilities, Taxes or expenses incurred by Lender as result of (i) any failure by the Financier to comply with any Tax reporting or payment requirements relating to this Agreement; (ii) any inaccuracy of the foregoing representation and warranty and (iii) any payment by Lender to Financier hereunder with the required deduction or withholding for Taxes.

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

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

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

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

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

6. Financier hereby agrees the provisions related to the recuperation of and/or amount entitled to in the Financing Term Sheet, collectively, represent all material aspects and/or rights associated with the Loan. As such, Lender agrees and shall not, without prior written consent in each instance, amend, alter, modify, waive or release any material right, aspect of, or relating to provisions listed in the Financing Term Sheet. Furthermore, Financier confirms and acknowledges that the Lender is relying on the Financing Term Sheet in connection with the execution of this Agreement.

7. Financier shall pay all stamp duty, documentation, registration, transfer or other like Taxes, if any, which may now or hereafter be imposed in connection with this Agreement or the purchase of the

Participation and shall indemnify Lender on demand on an after-Tax basis against any liability resulting from any delay or failure by Financier to pay such Taxes. Financier's obligations under this Section shall survive the termination of this Agreement.

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

Financier further acknowledges the risks inherent in making loans and/or equity investments in the Picture and the related risks inherent in developing, producing, and marketing the Picture, including but not limited to the possibility of cost overruns, lower sales than anticipated and loss of financing. Lender makes no representation or warranty as to the commercial release of the Picture or the amount of proceeds, if any, to be received from exploitation of the Picture. There is no assurance that Financier will earn a profit from or recoup its Participation. Lender agrees that it will use normal prudence and judgment in the servicing of the account and in the carrying out of the terms of the Financing Agreements. Lender shall not have any liability to Financier with respect to any action taken or omitted by Lender, its employees or agents, in connection with the Financing Agreements or for any error in judgment except for its own gross negligence or willful misconduct. Lender agrees that at any time and from time to time during normal business hours, it will permit Financier or its agent to examine Lender's books, records and accounts relating to the Collateral and the Financing Agreements and it will upon request furnish Financier with such information requested as it may have or be reasonably able to obtain with respect to the Collateral or any other matter connected with the Financing Agreements and with copies of all papers and documents relating to the Collateral and the transactions in them and with financial statements and audit reports showing the status of the Collateral. Financier agrees that it will keep all such information confidential.

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

10. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

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

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

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

If to Lender, to the attention of:

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

If to Financier, to the attention of:

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

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

17. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the State of New York and the laws of the United States applicable therein without regard to the conflict of law principles thereof. Financier and Lender irrevocably attorns and submits to the non-exclusive jurisdiction of the state or federal court located in New York New York (or in any appellate courts thereof) with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

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

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

Schedule "A"	Financing Term Sheet
Schedule "B"	Payment Information

Assignment

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

Entire Agreement

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

Time of Essence

Time is of the essence in this Agreement.

Language of Documents

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

Execution by Facsimile and Counterparts

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

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

CREATIVE WEALTH MEDIA FINANCE CORP.

Per: Jason Cloth

Name: Jason Cloth
Title: Authorized Signing Officer

HUDSON PRIVATE LP

Per:

Name: Christopher J. Conover
Title: Chief Executive Officer

SCHEDULE "A"

***FINANCING TERM SHEET

TAB 11

CREATIVE WEALTH MEDIA FINANCE CORP.
PARTICIPATION AGREEMENT

AGREEMENT made this 26th day of November 2019, by and between **CREATIVE WEALTH MEDIA FINANCE CORP.**, a Canadian corporation, provincially registered in the Province of Ontario with its office at 151 Bloor Street West, Suite 700, Toronto , Ontario M5S 1S4 (hereinafter referred to as "**Lender**") and Hudson Private Corp a New York corporation with its offices at 15 East Central Avenue, Pearl River, NY 10965 (hereinafter referred to as "**Financier**").

WHEREAS:

A. Lender has entered into a term sheet agreement (hereinafter referred to as the "**Master Term Sheet"**) with Lucite Desk LLC, a Delaware limited liability company (hereinafter referred to as the "**Borrower**") in respect of a motion picture production entitled "Bombshell" (formerly known as "Fair and Balanced") (hereinafter referred to as the "**Picture**"), a true copy of said Master Term Sheet having been delivered to Financier, and Financier having independently reviewed and approved same;

B. Pursuant to the terms of the Master Term Sheet (together with any amendments, supplements, extensions and renewals thereof, and any related agreements, security agreements, documents and instruments, hereinafter collectively referred to as the "**Financing Agreements**"), Lender has entered into certain financing arrangements and has extended a loan of **US$15,393,011** to the Borrower (hereinafter referred to as the "**Loan**"), upon the collateral as defined in Sections 5.1 and 5.2 of the Loan and Security Agreement between Borrower and Lender, dated October 17, 2018 and amended on January 23, 2019, including the present and future accounts of the Borrower (the "**Collateral**"); and

C. Pursuant and subject to the term sheet agreement, entered into between the Financier and Lender dated as of November 26, 2019 (hereinafter referred to as the "**Financing Term Sheet**") attached hereto and incorporated into this Agreement by way of Schedule "A", Financier wishes to acquire from the Lender, upon the terms and conditions hereinafter set forth, an undivided fractional interest in the Loan, and to the extent necessary to repay the Participation (as hereinafter defined), an undivided fractional interest in the Collateral.

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

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

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

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

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

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

Lender shall have the obligation to account to Financier for Financier's share of the Collections. All Collections and/or payments due to Financier with respect to Financier's interest in the Loan, shall be paid to Financier directly by collection agent. Any other funds due to the Financier including proceeds of Collateral and claims with respect thereto, which are received by Lender shall be held in trust for Financier and deposited by Lender in one or more of its bank accounts and applied as provided herein.

4. Lender's books and records showing the account between Lender and the Borrower and statements of account rendered to Financier shall be considered accurate unless objected to by Financier within sixty (60) days from any such date of such books, records and statements in question.

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

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

Financier is entitled to receive all payments hereunder without Lender being required to deduct or withhold any amount therefrom on account of duties, taxes, levies, imports, fees, interest or penalties (each a "**Tax**" and collectively "**Taxes**"). If any deduction or withholding for Taxes is required by law

or the administrative practice of any taxation authority, Canadian or otherwise, Lender shall be entitled to make such deduction or withholding from any payment hereunder and to pay the full amount so deducted or withheld to the relevant taxation authority in accordance with applicable law. Financier shall notify Lender immediately if any Taxes are required to be deducted or withheld upon any payment to Financier hereunder and shall provide any certificates, Tax forms or other information reasonably requested by Lender in connection with the reporting or payment of any Taxes relating to this Agreement. Financier shall indemnify Lender on demand on an after-Tax basis for all losses, claims, liabilities, Taxes or expenses incurred by Lender as result of (i) any failure by the Financier to comply with any Tax reporting or payment requirements relating to this Agreement; (ii) any inaccuracy of the foregoing representation and warranty and (iii) any payment by Lender to Financier hereunder with the required deduction or withholding for Taxes.

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

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

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

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

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

6. Financier hereby agrees the provisions related to the recuperation of and/or amount entitled to in the Financing Term Sheet, collectively, represent all material aspects and/or rights associated with the Loan. As such, Lender agrees and shall not, without prior written consent in each instance, amend, alter, modify, waive or release any material right, aspect of, or relating to provisions listed in the Financing Term Sheet. Furthermore, Financier confirms and acknowledges that the Lender is relying on the Financing Term Sheet in connection with the execution of this Agreement.

7. Financier shall pay all stamp duty, documentation, registration, transfer or other like Taxes, if any, which may now or hereafter be imposed in connection with this Agreement or the purchase of the

Participation and shall indemnify Lender on demand on an after-Tax basis against any liability resulting from any delay or failure by Financier to pay such Taxes. Financier's obligations under this Section shall survive the termination of this Agreement.

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

Financier further acknowledges the risks inherent in making loans and/or equity investments in the Picture and the related risks inherent in developing, producing, and marketing the Picture, including but not limited to the possibility of cost overruns, lower sales than anticipated and loss of financing. Lender makes no representation or warranty as to the commercial release of the Picture or the amount of proceeds, if any, to be received from exploitation of the Picture. There is no assurance that Financier will earn a profit from or recoup its Participation. Lender agrees that it will use normal prudence and judgment in the servicing of the account and in the carrying out of the terms of the Financing Agreements. Lender shall not have any liability to Financier with respect to any action taken or omitted by Lender, its employees or agents, in connection with the Financing Agreements or for any error in judgment except for its own gross negligence or willful misconduct. Lender agrees that at any time and from time to time during normal business hours, it will permit Financier or its agent to examine Lender's books, records and accounts relating to the Collateral and the Financing Agreements and it will upon request furnish Financier with such information requested as it may have or be reasonably able to obtain with respect to the Collateral or any other matter connected with the Financing Agreements and with copies of all papers and documents relating to the Collateral and the transactions in them and with financial statements and audit reports showing the status of the Collateral. Financier agrees that it will keep all such information confidential.

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

10. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

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

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

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

If to Lender, to the attention of:

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

If to Financier, to the attention of:

Hudson Private Corp.
15 East Central Avenue
Pearl River, NY 10965
Attention: Hudson Valley Wealth Management Inc.

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

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

17. This Agreement will be governed by, interpreted and enforced in accordance with the laws of the State of New York and the laws of the United States applicable therein without regard to the conflict of law principles thereof. Financier and Lender irrevocably attorns and submits to the non-exclusive jurisdiction of the state or federal court located in New York, New York (or in any appellate courts thereof) with respect to any matters arising out of this Agreement and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

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

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

Schedule "A"	Financing Term Sheet
Schedule "B"	Payment Information

Assignment

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

Entire Agreement

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

Time of Essence

Time is of the essence in this Agreement.

Language of Documents

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

Execution by Facsimile and Counterparts

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

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

CREATIVE WEALTH MEDIA FINANCE CORP.

Per:

Name: Jason Cloth
Title: Authorized Signing Officer

HUDSON PRIVATE CORP.

Per:

Name: Christopher J. Conover
Title: Chief Executive Officer

SCHEDULE "A"

*****FINANCING TERM SHEET**

THE MOTION PICTURE "BOMBSHELL"
FINANCING TERM SHEET

This term sheet (the "Financing Term Sheet") dated as of November 26, 2019 sets to writing the agreement by and among Creative Wealth Media Finance Corp., a Canadian corporation ("Creative"), Hudson Private Corp. ("Investor"), and Jason Cloth ("Cloth"), an individual, with regard to the subject matter herein below. The parties may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS Lucite Desk LLC, a Delaware limited liability company ("Borrower") entered into a Co-Production and Distribution Agreement with Lions Gate Films Inc. ("Studio"), dated as of December 1, 2018 (the "Co-Production and Distribution Agreement"), wherein Borrower and Studio agreed to co-finance and distribute that certain third-party produced live-action motion picture formerly entitled "Fair and Balanced" and currently entitled "Bombshell" (the "Picture");

AND WHEREAS, Creative and Borrower entered into a Term Sheet Financing for Motion Picture Project Entitled "Fair and Balanced" dated October 23, 2018 ("Master Term Sheet"), and attached hereto as Schedule A, to finance the Picture.

AND WHEREAS, Creative, and Investor entered into a participation agreement (the "Participation Agreement") dated the date hereof and attached hereto as Schedule B, in connection with the Master Term Sheet, wherein Investor agreed to advance a portion of Creative's financing obligations (the "Creative Financing") pursuant to the Co-Production and Distribution Agreement and the Master Term Sheet concerning the Picture.

NOW THEREFORE, this Financing Term Sheet is made by and between the Parties in consideration of the mutual undertakings, agreements and acknowledgements contained in this Financing Term Sheet and for other good and valuable consideration the sufficiency and receipt of which each Party hereto acknowledges.

Funding	$5,000,000 USD ("the Investor Financing") shall be advanced by Investor directly to Creative as a loan participation, to partially fund the Creative Financing. Investor further acknowledges that Borrower disbursed an amount equal to seven and a half percent (7.5%) of the Investor Financing (the "Facilitation Fees") to Creative. It should be noted that payment of the Facilitation Fees does not reduce any principal or interest payments due to Investor.
Term	The Investor Financing shall be repaid on or before the later of (i) one (1) year from the date hereof, or (ii) 180 days after the Picture is released to the public (the "Repayment Date").

Investor Fixed Return and Additional Interest	Investor shall be entitled to a fixed rate of return of 15 per cent (15%) (the "Investor Fixed Return"), on the Investor Financing made by Investor under this Financing Term Sheet. Should repayment not come before the Repayment Date, parties agree that Investor shall be paid additional interest of 1.5% per month, commencing on the first business day of the next month, on the entire outstanding balance, until such time as all amounts due are fully repaid.
Contingent Compensation	Following repayment to Hudson Private in full of the Investor Fixed Return (interest and principal), Hudson Private shall receive 10% of any further proceeds received by Creative.
Condition Precedents	The commencement of this Financing Term Sheet and all of Investor's obligations will be contingent on the following: (i) Investor shall receive the most recent report from the collection account; (ii) Investor shall receive latest quarterly financial information about the Picture directly from BRON Studios; (iii) the satisfaction of diligence by Investor or its delegate and (iv) Creative shall provide a letter of instruction to a third party collection agent that Investor shall have access to view the collection account and receive all disbursements directly from the collection agent.
Information Rights	Investor shall receive: (i) monthly reports from the Studio's collection account within 20 calendar days of month-end; (ii) all reports and deliverables pursuant to (A) Section 4.7 "Reporting" of the Loan and Security Agreement (executed between Lucite Desk LLC and Creative Wealth Media Finance Corp. on October 17, 2018), and (B) Section 8 ("Reporting Periods") and Section 9 ("Audit Rights") of Exhibit GR/DE of the Co-Production and Distribution Agreement (executed between Lucite Desk LLC and Lions Gate Films Inc. on December 1, 2018) within 5 calendar days of receipt by Creative; and (iii) quarterly financial information about the Picture directly from BRON Studios within 45 days of the end of the fiscal quarter.
Disposition of Gross Receipts	Investor will be entitled to recoup the Investor Financing, the Investor Fixed Return plus any additional interest earned in shared first position from all adjusted gross receipts (i.e. after distribution fees, expenses, CAM Fees, residuals and sales agent fees) derived from exploitation of the Picture and ancillary rights worldwide.
Representations and Warrants	The Parties represent and warrant that: (a) each has the full right, power and authority to enter into and perform this Financing Term Sheet; and (b) no Party has assigned, hypothecated, encumbered or otherwise transferred (or entered into an agreement to do any of the foregoing) any rights contemplated hereunder to any other party or person. Investor further represents, warrants and agrees that it has the ability to fully perform all of

	its financial obligations hereunder, and that it shall do so in strict conformity with all applicable securities laws, regulations and treaties.
Governing Law and Dispute Resolution:	This Financing Term Sheet shall be governed by the laws of the State of New York and the laws of the United States applicable therein. In the event of a dispute arising hereunder, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and costs.
Miscellaneous:	It is expressly agreed that this Financing Term Sheet is an agreement between separate entities. The Parties each acknowledge that they are independent contractors and that solely by entering into this Financing Term Sheet no partnership, joint venture, agency or employment relationship has or will be created by this Financing Term Sheet. No Party hereto shall have the right or authority to create or assume any obligations in any other Party's name or on any other Party's behalf, whether express or implied, or act or purport to act as any other Party's agent or legally empowered representative for any purpose whatsoever, without the other Party's prior written consent in each instance. No Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, transaction, act or omission to act of the other Party(ies). This Financing Term Sheet contains the entire understanding of the Parties relating to its subject matter and supersedes and replaces all prior agreements and understandings, written or oral. No change or modification of this Financing Term Sheet will be binding upon any Party unless it is made by a written instrument signed by all Parties. A waiver by any Party of any provision of this Financing Term Sheet in any instance shall not be deemed to waive such provision for the future. This Financing Term Sheet may be executed electronically and in counterparts, all of which together shall constitute a single Term Sheet. Signatures obtained via electronically transmitting a copy of this Financing Term Sheet with an attached portable document file ("PDF") or electronically executed and thereafter sent by PDF shall be valid and enforceable as if signed by the that Party in person.

[Signature page to follow]

[Signature page to Bombshell Financing Term Sheet]

IN WITNESS WHEREOF, the Parties hereto have executed this Financing Term Sheet as of the date set forth above by their duly authorized representatives with full rights, power and authority to enter into and perform this Financing Term Sheet.

CREATIVE WEALTH MEDIA FINANCE CORP

By: ____________________

Name: Jason Cloth
Its: Director

HUDSON PRIVATE CORP

By: ____________________

Name: Christopher J. Conover
Its: Chief Executive Officer

JASON CLOTH

By: ____________________

SCHEDULE A

MASTER TERM SHEET

TAB 12

TERM SHEET

FINANCING FOR MOTION PICTURE PROJECT ENTITLED
"Harry Haft" ("Picture")

Effective Date:	April 8, 2019 (Amended April 9, 2019)
Lender / Financier	Under this agreement "Lender" shall be defined as Creative Wealth Media Finance Corp. (the "**Lender**"), which will advance the investment proceeds to the Borrower on behalf of all registered "Financiers" under this agreement and attached Participation Agreement. Creative Wealth Media Finance Corp. (the "**Lender"**), on behalf of **Hudson Private LP** (the **"Financier")** to Creative Wealth Media Finance Corp.,inthe amount of **$3,976,250US$,** representing an ownership interest in the Gross Receipts of the film of in the amount of **$5169,125, US$**, as described below.
Borrower:	Harry Haft Films, LLC, a Delaware company, having an address at 345 Maple Drive, Suite 294, Beverly Hills, California 90210 (the "**Borrower**") wishes to obtain financing from Lender in connection with the production of the Picture entitled "Harry Haft" in accordance with the specifications attached hereto at Schedule "A".
Service Provider:	Borrower shall engage Harry Haft Productions Inc. ("Prodco"), a New York corporation, with an office address at: 153 West 27th Street, 204, New York, NY 10001 to provide production services in respect of the Picture.
Copyright Owner:	The ownership of the copyright in the Picture (including the copyright in the Approved Screenplay (as defined in Schedule "A") and all subsidiary and derivative production rights therein shall, upon payment of the exercise price to New Mandate Development, LLC, be owned by the Borrower.
Guarantor:	BRON Studios USA, Inc. (the "**BRON**") and Film Finances Canada Ltd ("**Guarantor**")
Loan Guaranty and Completion Arrangements:	Guarantor shall guarantee Borrower's delivery requirements under the sales agency/distribution agreement(s) for the Picture and shall provide any required completion funds, if any, in accordance with the terms of an industry standard completion agreement to be entered into by Borrower and Lender in a form approved by Lender. Borrower and Guarantor will cooperate with Lender to ensure completion agreement is in place that are satisfactory to Lender to ensure completion for the Picture, which completion arrangements will require (a) Borrower's successful closing (to Lender's

	satisfaction) of all necessary financing for the Picture; (b) Borrower's completion and provision of Lender's required completion guaranty documentation (in form approved by Lender ("**Completion Guaranty**"); and including without limitation; and (c) Lender's pre-approval in writing of the following: 1. The final budget, cashflow and production schedule for the Picture; 2. The final script; 3. Deferrals/holdbacks (if any); 4. Verification of third party development costs (all other development costs will not be acceptable for inclusion into the budget or recoupment in the waterfall until all financiers are repaid; 5. Key talent and producer(s) and director; 6. Production and Post Production services and facilities agreements; 7. Story rights, chain of title and writer's agreements; 8. A satisfactory pre-production meeting with the producers, director and key personnel; 9. Full insurance coverage, including Entertainment Package, Comprehensive General Liability and Errors & Omissions coverage, such coverage to be force prior to closing of the Completion Guaranty; 10. Borrower's undertaking that: (a) Borrower will cast to budget and limit the cast expenses to the amounts specified in the approved budget; (b) all unbudgeted delivery requirements or publicity costs will become a distribution charge or be paid by Borrower; (c) the music, including all world clearances, will be obtained within the budgeted allowance; (d) Lender will bear no responsibility for legal fees, interest charges, bank charges or any other such charges in excess of the budgeted amounts; (e) Borrower will provide Lender with progress reports and cost statements, as required by Lender; (f) Borrower will provide Lender with all information it may require as to the status of deliveries; and (g) Lender will require a minimum 10% contingency included in the approved budget of the Picture, or such reasonable amounts as agreed between Borrower, Lender and Completion Guarantor. 11. Borrower shall have three business days (24 hours during principal photography of the Picture) from receipt of notice from Lender of failure to meet production requirements to satisfy

	Lender that it will meet its obligations under the approved completion arrangements. Prior to the execution of the Completion Guaranty with Guarantor, BRON shall assume all of Completion Guarantor's obligations hereunder.
Loan:	Subject to satisfaction of the Picture Specifications set forth in Schedule "A" which are capable of being satisfied prior to commencement of principal photography of the Picture and subject to satisfaction of all Conditions Precedent (defined herein) and such other conditions precedent as set forth in the loan and security agreement ("**Loan Agreement**") between Lender and Borrower in respect of the Picture, Lender will advance a loan of up to a total amount of **USD$12,500,000** (the "**Loan**") to be used solely for production costs of the Picture. The Loan is exclusive of the Loan Facilitation Fee and Legal Fees (defined below).
Interest Rate; Term; and Default Rate	Upon an Event of Default, as defined in the Loan and Security Agreement to be entered into, in addition to any other fees and remedies afforded Lender the Loan shall bear a default rate of thirteen percent (13%) compounded annually on any outstanding balance.
Maturity:	The Purchase shall have a maturity date that is 24 months from the initial disbursement of the Loan (the "**Loan Maturity Date**"). Lender will have the ability to repurchase the interest of Financier at any time the loan is effective, without penalty, at full book value as determined by Financier's administrator.
Loan Facilitation Fee:	Lender will charge to Borrower and Borrower shall pay to Lender a non-refundable commitment and set up fee (the "**Loan Facilitation Fee**") up to the amount of 2% of the total Loan, which amount shall be earned by Lender on a pro-rated basis as disbursements (as hereinafter defined) under the Loan are paid by Lender. The Loan Facilitation Fee shall be paid to Lender by deducting a pro-rated portion of the Loan Facilitation Fee from each disbursement made by Lender hereunder, such that once 100% of the Loan (less the Loan Facilitation Fee and Interest) has been disbursed by Lender hereunder, 100% of the Loan Facilitation Fee shall have been deducted from the Disbursements and paid to Lender in full. The Loan Facilitation Fee shall not be included in the Approved Budget.
Early Disbursements; Escrow, Availability and Closing:	Upon satisfaction of all the Conditions Precedent hereunder the Loan will be advanced to the Borrower to the designated production account set forth in the Loan Agreement ("**Production Account**") or an escrow account established by the Completion Guarantor for the Picture (the "**Escrow Account**"). Lender, at its sole discretion, may

	elect to make a disbursement of an amount prior to satisfaction of all conditions precedent (an "**Early Disbursement**"). If Borrower requests, and Lender accepts to make such an Early Disbursement, all disbursements shall bear Interest and be subject to the Maturity Date as defined herein. In the making of an Early Disbursement, any waiver of a Condition Precedent shall not constitute a general waiver and shall only be applicable in the instance of each such Early Disbursement. All Early Disbursements must be spent by Lender in accordance with a cash flow schedule pre-approved in writing by Lender and Borrower and be applicable against the Completion Guarantor's "strike price.".
Tax Credit Financier Loan:	In order fully to finance the Approved Budget, Borrower shall obtain a production loan (the "**Tax Credit Financier Loan**") from Three Point Capital, LLC. ("**Tax Credit Financier**") against the value of anticipated Tax Credit ("**Tax Incentives**"). The Tax Credit Financier Loan shall be in an amount no less than **USD$4,338,842.00,** unless otherwise approved by Lender and documented and secured to its satisfaction , with all proceed s of the Tax Credit Financier Loan to be used solely to cover the costs of the Approved Budget.
Approved Budget:	The final locked budgets for the Picture shall not exceed **USD$30,103,818.00** without Lender's prior written approval. The budget of the Picture, once approved by Lender, Completion Guarantor and Borrower will be the "**Approved Budget**", as defined below.
Disposition of Gross Receipts	<u>Allocation of Gross Receipts</u>: "<u>Gross Receipts</u>" shall mean all sums received by and/or credited to or on behalf of the HoldCo (and/or its affiliates, assignees, designees and successors) from the right to own, market, distribute and exploit the Picture and any and all ancillary revenue streams in any and all media now known or hereafter devised, throughout the universe in perpetuity, in any and all languages, excluding the monetized tax credits or rebates received in connection with the Picture used to repay the tax credit loan or that portion of the minimum guarantee that is pre-financed to produce the Picture. All Gross Receipts shall be collected by or paid into the collection account as set forth below. Gross Receipts of the Picture shall be allocated in the following order: i. To the payment of any actual, out of pocket, documented, direct, third-party collection fees and expenses actually paid to the collection agent; thereafter ii. To the payment of all guild and union residuals payable in connection with the exploitation of the Picture, to the extent such residuals are not assumed by any third-party distributor of the Picture (or a reasonable reserve therefore), which shall

	be liquidated no less frequently than semi-annually (to the extent approved by the guilds); thereafter iii. To sales agent fees and mutually agreed out-of-pocket third party marketing costs payable to the foreign sales agent and domestic sales agents for the Picture solely in connection with the Picture, payable from their respective territories only; thereafter iv. To reasonable outside legal fees and expenses for distribution agreements; v. To any actual, verifiable, out of pocket, third-party, documented, direct, third-party expenses to maintain the ProdCo(s) and/or the HoldCo in good standing with any applicable governmental authority, including, but not limited to, professional services and payment of taxes related thereto; thereafter vi. To Lender, in repayment of the Loan, plus Interest, penalties and fees, if any, until Lender is repaid in full; thereafter vii. To Tax Credit Financier in repayment of any actual, direct, verifiable shortfall amounts on its loans in connection with the Picture, if any; thereafter viii. To the completion guarantor in recoupment of any remaining Completion Guarantor advances in connection with the Picture, if any; thereafter ix. To any actual, direct, verifiable, out of pocket third party production overages directly related to the Picture which are not included in the budget for the Picture; thereafter x. To any actual, direct, verifiable out of pocket third party distribution, business and marketing expenses directly related to the Picture which are not included in the budget for the Picture or not assumed or paid by any third-party distributor of the Picture (including, without limitation, any unbudgeted delivery materials required to be delivered to distributors of the Picture); thereafter; xi. To equity investors, if any, in the amount of their actual investment plus a premium thereon not to exceed 20%; thereafter xii. To any BRON and New Mandate approved deferrals, with Ben Foster's $625,000 deferral deemed pre-approved; thereafter xiii. All remaining Gross Receipts shall be considered "Net Proceeds" and payable: 50% to HoldCo on a pro rata, pari passu basis (the "Financier Net Proceeds"); and 50% to New Mandate (the "Producer Net Proceeds").

	To the extent that there are any non-financier third parties, including without limitation, any third-party talent (i.e., writers, directors, cast and crew, etc.) with Net Proceeds participations, such participations shall be paid from the Producers Net Proceeds.
Security:	Each of Borrower and Prodco hereby agree that the obligations of Borrower to Lender with respect to the Loan described herein shall be secured by, and each of them hereby grant to Lender a security interest, in first priority position, in and to all of Borrower's and Prodco's assets, including, without limitation, Borrower's and Prodco's respective right, title and interest in or relating to the Picture, and all of Borrower's, Prodco's (and any of their respective affiliates') right, title and interest in any of the revenue arising out of or relating to the Picture, including, without limitation, the Completion Guaranty and insurance policy issued in connection with the Picture and all tax, all as set forth in greater detail in the security documentation being entered into contemporaneously herewith, which security documentation will include a copyright mortgage and general security agreement (the "**Collateral**"). In addition to the related security documentation to be entered into contemporaneously herewith, Lender shall be entitled to file one or more financing statements in all applicable jurisdictions in order to perfect its security interest in the Collateral.
Subordination:	Notwithstanding the foregoing, Lender acknowledges and agrees that Lender shall subordinate its security interest to the security interest of any applicable guilds (if required by such guilds) and in Tax Incentives that are interim financed by Tax Credit Financier and required to repay to Tax Credit Financier the Tax Credit Financier Loan subject to the terms of a mutually agreeable form of interparty agreement ("**Interparty Agreement**") to be entered into between, among others, Lender, and Tax Credit Financier dealing with priority of recoupment as set forth in the "Priority" section below.
Priority:	Subject to the limited subordination in favor of Tax Credit Financier in respect of the Tax Credit Financier Loan and in accordance with the Interparty Agreement, Lender will be entitled to recoup the Loan, plus interest and charges on a shared pro rata, pari passu basis, in first priority position with CW Media Lending, from all gross receipts derived from exploitation of the Picture and ancillary rights worldwide, all as set forth in the mutually agreed Interparty Agreement.
Sales Agents /Distribution:	Lender will be entitled to pre-approve in writing: (a) domestic and foreign sales agents;

	(b) maximum sales agent commissions; (c) maximum in marketing/sales expenses; and (d) domestic and foreign sales and distribution agreements.
Approvals:	Lender will have customary approval rights, which shall be outlined in the Loan Agreement, Completion Guaranty and shall include, without limitation, approvals over the: 1. Approved Screenplay. 2. Finance Structure. 3. Budget. 4. Cash Flow. 5. Production and Post-Production Schedules. 6. Distribution agreements. 7. International Sales Company. 8. Domestic Sales Company. 9. Key Cast and Crew. 10. Cast/Composer deferment agreements. 11. All contingent compensation payable to director, lead cast, other cast, writers, producers, executive producers and all other "talent" (including deferments, bonuses and participations).
Collection Account:	All revenues derived from exploitation of the Picture will be paid into a collection account administered by a collection account manager approved in writing by Lender (Freeway CAM B.V. is hereby pre-approved). Lender shall be a named party to the Collection Account Management Agreement (the "**CAMA**") and all amounts payable to Lender hereunder will be payable to Lender in accordance the terms and instructions of the CAMA in a form to be approved in writing by Lender.
Contingent compensation	Following repayment in full to Lender of the Loan, any Financier Net Proceeds shall be distributed as follows: • 80% to BRON Studios; and • 20% to Lender.
Financing Documents:	The following documents, and all others required by Lender at its discretion, shall constitute the "**Financing Documents**" required as conditions precedent to be satisfied (as determined by Lender in its sole discretion) prior to any advances under the Loan, it being agreed

	that the Loan shall be funded upon satisfaction of the Conditions Precedents specifically defined in the Loan Agreement: 1. Loan and Security Agreement. 2. Loan Guaranty. 3. Completion Guaranty. 4. Promissory Note. 5. Borrowing Certificate. 6. Power of Attorney. 7. Deposit Account Control Agreement (if necessary). 8. Escrow Agreement (if necessary). 9. Interparty Agreement. 10. Copyright Mortgages. 11. General Security Agreements. 12. CAMA. 13. PPSA and UCC Financing Statements and authorizations. 14. Subordination Agreements from any parties who have recorded liens concerning the Collateral. 15. Lab Pledgeholder Agreements. 16. All other documents referred to in the Loan Agreement and any other documents as required by Lender.
Credits:	Provided Lender is not in breach of its obligations to Borrower under the Loan Agreement, Lender shall be accorded, one company credit in the form of "in association with" and three (3) executive producer credits for Lender's designees which credits: (a) shall appear on screen together on a single card and in the main titles of the Picture, wherever the main titles appear, in an average size of type no less favorable than the average size of type used to accord any other "Producer" or "Executive Producer" credit on the Picture; (b) shall be included in the billing block for the Picture, wherever the billing block appears including in all "paid ads" issued in connection with the Picture (except for congratulatory, nomination and award ads in which the only individual named is the recipient of the congratulations, nomination or award); (c) shall be included in paid advertisements for the Picture, ancillary products (including packaging for DVDs, soundtracks, etc.) and one-sheets, subject to customary distributor exclusions; and (d) the font size and duration and all other aspects of the foregoing credits shall be no less favorable than those provided to any other "Producer" or "Executive Producer" on the Picture.

Premieres/Festivals:	Lender shall be provided with six (6) complementary invitations to each of the Picture's U.S. and/or Canadian premiere (at Lender's discretion) and all major film festival screenings of the Picture.
Covenants and Representations and Warranties:	(a) There is no action, suit or proceeding (actual or threatened) at law or in equity or by or before any governmental instrumentality or other agency concerning the Picture, or any investigation of the affairs concerning the Picture or the Collateral in any respect. (b) Borrower owns (or will own upon the existence of each of the following) all right, title and interest, in and to the Collateral including all right, title and interest necessary to make, distribute, exhibit and otherwise exploit the Picture throughout the universe. (c) No material or matter used in or in connection with the Picture will infringe any copyrights, statutory or common law, or violate the rights of any third party. (d) The Picture will be completed and delivered and will be technically acceptable to exhibition in first class theatres in the U.S. and elsewhere. (e) Borrower is a duly constituted, registered and organized company and is in good standing under the laws governing it, and has the right and authority to enter into this Term Sheet and to grant the rights provided to Lender set forth herein and in the related Financing Documents.
Conditions Precedent:	The long form Loan Agreement shall outline the complete set of conditions precedent ("**Conditions Precedent**") which shall include, but are not limited to: (a) Chain of Title. Chain of title, including proof of payment and a legal opinion, copyright registrations, in form and substance approved by Lender in its sole discretion, for the screenplay and the Picture, which provides that, the copyright and distribution rights are held in the name of Borrower. (b) Financing/Security Documents. Financing Documents and such other security documents as may be reasonably required by Lender, being fully executed (and notarized, if applicable) and unconditionally delivered to Lender. (c) Corporate Documentation. The articles of incorporation, shareholder agreements, resolutions and all other organizational documentation of Borrower and qualifications of Borrower qualified to do business under applicable law, including, without limitation, any foreign qualifications to do business as may be required and a corporate legal opinion in a form satisfactory to Lender.

	(d) Key Cast and Crew Agreements. All agreements (or confirmed and agreed to material deal terms) for key cast, key crew (including director, director of photography, Producers, production designer, composer and editor). (e) E&O and Production Insurance Policies. Insurance policies with endorsements in favour of Lender as an additional insured. Borrower represents and confirms that that there are no "essential elements". (f) Proof of Financing. Binding financing agreement between Borrower and other financiers, in a form acceptable to Lender evidencing that the Approved Budget is fully financed and that such financing has been advanced into the Escrow Account pursuant to the Escrow Agreement. (g) Finance Plan. Approved Budget and, if applicable, satisfaction of the "Strike Price" under the Completion Guaranty, including, without limitation, (a) Tax Credit Financier's legally binding commitment to advance the Tax Credit Financier Loan, (b) other equity financiers' legally binding commitment to advance the amounts set forth in the finance plan to be approved in writing by Lender, all to be used exclusively to fund Picture related expenses as set forth in the Approved Budget and secured (e.g., letter of credit, escrow, pre-funded, etc.) to the satisfaction of Lender. (h) Sales Agent Agreement/Estimates. Agreements with approved foreign and domestic sales agents, including sales estimates. (i) Other Conditions. Such other conditions precedent required by Lender and as are customary for transactions of this nature.
Termination:	In the event that the Conditions Precedent are not completed to Lender's satisfaction on or before August 31, 2019, Lender shall have no obligation to Borrower hereunder and this Term Sheet will be automatically terminated and of no force or effect. In the event that Lender elects in its sole discretion to advance any amount of the Loan to Borrower prior to the satisfaction of the Conditions Precedent, then such amounts will accrue interest in accordance with this Term Sheet and become immediately due and payable to Lender if this Term Sheet is terminated prior to the satisfaction of the Conditions Precedent.
Post-Production and Underages:	Post-Production: The benefit of any post-production deals which may include in-kind or equity investments shall reduce the final negative cost of the Picture. Underbudget Savings: Any savings from the Approved Budget shall be paid to Lender in proportion to its Loan financing provided in respect of the Picture. Notwithstanding the preceding, in the event of

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

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IN WITNESS WHEREOF, the Parties hereto have executed this Term Sheet as of the date set forth above by their duly authorized representatives with full rights, power and authority to enter into and perform this Term Sheet.

FINANCIER

By:

Name: Christopher J. Conover
Its: General Partner

CREATIVE WEALTH MEDIA FINANCE CORP.

By: ______________________________

Name: Jason Cloth
Its: CEO

CREATIVE WEALTH MEDIA FINANCE CORP.

By: ______________________________

Name: Jason Cloth
Its: CEO

Picture Specifications

"HARRY HAFT"

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

<u>Approved Budget</u>

The Approved Budget shall not exceed **USD$30,103,818** without Lender's prior written approval. The Approved Budget shall be inclusive of all direct development and production costs, the Lender's fee and required customary contingency and an allowance for all delivery items (including delivery items bonded by the Guarantor) (i) customarily required by U.S. "major" distributors for the domestic territory (the "**Domestic Territory**"); and (ii) customarily required by first-class international sales agents who represent U.S. based producers ("**Sales Agent**") in connection with licensing theatrical motion pictures for the "International Territory" (i.e., the world excluding the Domestic Territory), a producer fee in the amount not to exceed the amount set forth in the Approved Budget for Producer (the "**Producer Fee**"), and the premiums for Customary Insurance. Neither Producer (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any other payment out of the Approved Budget (whether denominated a fee or overhead or otherwise) in excess of the amounts set forth in the Approve Budget. Neither Tax Credit Financier (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to any payments (however denominated) out of the Approved Budget. Neither director nor any entity furnishing services or assigning rights (nor any of its affiliates or the principals or employees of any of the foregoing) shall be entitled to receive any payments (however denominated) out of the Approved Budget in excess of the amounts set forth in the Approve Budget. No person or entity shall be entitled to receive a producer or executive producer or similar fee out of the Approved Budget (other than the Producer Fee) without the Lender's prior written approval. The Approved Budget shall include all amounts necessary to effect delivery in accordance with the foregoing schedules (each of which shall be subject to alteration once the Domestic Distributor and the Sales Agent have been determined.

This is **Exhibit "4"** referred to in the Affidavit of Christopher Conover sworn November 1, 2023.

____

Commissioner for Taking Affidavits (or as may be)

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Steven D. Grierson
CLERK OF THE COURT

JUDG
MCNUTT LAW FIRM, P.C.
Daniel R. McNutt, Esq., Bar No. 7815
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11441 Allerton Park Drive, #100
Las Vegas, Nevada 89135
Tel.: (702) 384-1170 / Fax.: (702) 384-5529
drm@mcnuttlawfirm.com
mcw@mcnuttlawfirm.com
Counsel for Plaintiff Hudson Private Corp.

DISTRICT COURT

CLARK COUNTY, NEVADA

HUDSON PRIVATE CORP., Plaintiff, BRON CREATIVE USA, CORP., Defendant.	Case No.: A-22-858612-C Dept. No.: 13 **CONFESSION OF JUDGMENT**

Pursuant to NRS 17.090, NRS 17.100, and NRS 17.110, Plaintiff Hudson Private Corp., by and through their attorneys, McNutt Law Firm, P.C., hereby requests the clerk of the court to enter the judgment attached hereto as Exhibit 1 against Defendant Bron Creative USA, Corp.

DATED September 21, 2022.

MCNUTT LAW FIRM, P.C.

/s/ Dan McNutt
Daniel R. McNutt, Esq., Bar No. 7815
Matthew C. Wolf, Esq., Bar No. 10801
11441 Allerton Park Drive, #100
Las Vegas, Nevada 89135
Counsel for Plaintiff Hudson Private Corp.

Exhibit 1

EXHIBIT D

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

HUDSON PRIVATE CORP., Plaintiff, v. BRON CREATIVE USA, CORP., Defendant.	Index No. **AFFIDAVIT OF CONFESSION OF JUDGMENT**

JASON CLOTH, hereby affirms pursuant to CPLR 2106(b):

1. I am a principal of defendant Bron Creative USA, Corp. ("Bron Creative").

2. I am duly authorized to make this affidavit on behalf of Bron Creative, which makes this affidavit pursuant to the provisions of Section 3218 of the Civil Practice Law and Rules of the State of New York.

3. Bron Creative confesses judgment and authorizes the entry of judgment in favor of Hudson Private Corp. ("Hudson") against Bron Creative in the total sum of up to Five Million Dollars ($5,000,000), plus contractual interest at the rate of 15% per annum from January 23, 2020 through the date of collection, plus Hudson's reasonable attorneys' fees and expenses incurred in connection with the filing and enforcement of this Confession of Judgment, minus any payments that Bron Creative makes to Hudson pursuant to the Settlement Agreement, dated as of July 8, 2022 by and between Hudson and West Ventures LLC on the one hand, and Bron Creative on the

other hand (the "Settlement Agreement").

4. This confession of judgment is for a debt justly due to Hudson arising out of a default of the Settlement Agreement. Pursuant to the Settlement Agreement, Hudson is authorized to enter this confession of judgment against Bron Creative as a result of such default.

I affirm this 11 day of July 2022, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

BRON CREATIVE USA, CORP.

By: Jason Cloth

Title: Principal

This is **Exhibit "5"** referred to in the Affidavit of Christopher Conover sworn November 1, 2023.

Commissioner for Taking Affidavits (or as may be)

No. 1403549

THE PEOPLE OF THE STATE OF NEW YORK

BY THE GRACE OF GOD FREE AND INDEPENDENT

To all to whom these Presents may come, GREETING:

KNOW YE : That we have inspected the files and records in the office of the Clerk of the County of New York, at Manhattan, in County, and do find a certain

JUDGMENT - MONEY

remaining there on file or on record in the words and figures following, to wit :

No. 1403548

Certification

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

I, Milton Adair Tingling, County Clerk and Clerk of Supreme Court New York County,

do hereby certify that on January 30, 2023 I have compared

the document attached hereto,

JUDGMENT - MONEY page(s) 5

with the originals filed in my office and the same is a correct transcript

therefrom and of the whole of such original in witness

whereto I have affixed my signature and seal.

Milton Adair Tingling

MILTON ADAIR TINGLING
NEW YORK COUNTY CLERK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

HUDSON PRIVATE CORP., Plaintiff, -against- BRON CREATIVE USA, CORP., Defendant.	Index No.: 653798/2022 **JUDGMENT**

UPON reading and filing the Summons, dated October 14, 2022, the Notice of Motion for Summary Judgment in Lieu of Complaint, dated October 14, 2022; the Affidavit in Support of Motion for Summary Judgment in Lieu of Complaint, sworn to by Christopher Conover on October 14, 2022, and exhibits thereto; the Plaintiff's Memorandum of Law in Support of Its Motion for Summary Judgment in Lieu of Complaint, dated October 14, 2022; the Affirmation in Support of Motion for Summary Judgment in Lieu of Complaint, affirmed to by Kevin Fritz on December 29, 2022, and exhibit thereto; the Decision and Order on Motion of the Honorable Suzanne J. Adams, dated January 3, 2023; and upon all other pleadings and proceedings had herein,

NOW, on motion of Meister Seelig & Fein PLLC, attorneys for plaintiff Hudson Private Corp., it is

ADJUDGED that plaintiff Hudson Private Corp. with a place of business at 15 East Central Avenue, Pearl River, New York 10965, shall have judgment and recover against defendant Bron Creative USA, Corp., with an address at 345 N. Maple Drive, Suite 294, Beverly Hills, California 90210, the principal amount of $5,000,000.00, plus interest, at the rate

7091/9/8855159.v1

of 15% per annum from January 23, 2020, as calculated by the Clerk, which amounts to $ 2,254,109.59, plus costs and disbursements of this action as taxed by the Clerk, which amounts to $ 505.00, for a total judgment in the amount

X $ 7,254,614.59, and that Plaintiff ~~shall~~ have execution thereon.

Judgment signed this 24 th day of Jan. 2023

Milton Adair Tingling

CLERK

FILED
Jan 24 2023
NEW YORK
COUNTY CLERK'S OFFICE

7091/9/8855159.v1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-- x

HUDSON PRIVATE CORP., : Index No. 653798/2022

Plaintiff,

- against -

BRON CREATIVE USA, CORP.,

Defendant.

-- x

JUDGMENT

MEISTER SEELIG & FEIN PLLC
Attorneys for Plaintiff
Hudson Private Corp.
125 Park Avenue, 7th Floor
New York, New York 10017
Tel: (212) 655-3500

TO:

Service of a copy of the within is hereby admitted.

Dated: ______________________________

Attorney(s) for ______________________________

7091/9/8855159.v1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

HUDSON PRIVATE CORP.,

Plaintiff,

- against -

BRON CREATIVE USA, CORP.,

Defendant.

Index No. 653798/2022

BILL OF COSTS

COSTS

	$
Costs before note of issue CPLR §8201 subd. 1	$200.00
Costs after note of issue CPLR §8201 subd. 2	
Trial of issue CPLR §8201 subd. 3	
Allowance by statute CPLR §8302 (a), (b)	
Additional allowance CPLR §8302 (d)	
Motion costs CPLR §8202	
Appeal to Appellate Term CPLR §8203 (b)	
Appeal to Appellate Division CPLR §8203 (a)	
Appeal to Court of Appeals CPLR §8204	
Costs upon frivolous claims and counterclaims CPLR §8303-a	
COSTS	$200.00
DISBURSEMENTS	$335.00
TOTAL	$535.00

JANUARY 24 2023
I HEREBY CERTIFY THAT I HAVE ADJUSTED THIS BILL OF COSTS AT $505.00
Milton Adair Tingling
CLERK

DISBURSEMENTS

	$
Fee for index number CPLR §8018(a)	210.00
Referee's fees CPLR §8301(a)(1), 8003(a)	
Commissioner's compensation CPLR §8301(a)(2)	
Clerk's fee, filing notice of pend. or attach. CPLR §8021(a)(10)	
Entering and docketing judgment CPLR §8301(a)(7), 8016(a)(2)	
Paid for searches CPLR §8301(a)(10)	
Affidavits & acknowledgements CPLR §8009	
Serving copy summons & complaint CPLR §8011(h)(1), 8301(d)	15.00
Request for judicial intervention	95.00
Note of issue CPLR §8020(a)	
Paid referee's report CPLR §8301(a)(12)	
Certified copies of papers CPLR §8301(a)(4)	
Satisfaction piece CPLR §5020(a), 8021	
Transcripts and filing CPLR §8021	
Certified copy of judgment CPLR §8021	
Postage CPLR §8301(a)(12)	
Jury fee CPLR §8020(c)	
Stenographers' fees CPLR §8002, 8301	
Sheriff's fees on execution CPLR §8011, 8012	15.00
Sheriff's fees, attachment, arrest, etc. CPLR §8011	
Paid printing cases CPLR §8301(a)(6)	
Clerk's fees Court of Appeals CPLR §8301(a)(12)	
Paid copies of papers CPLR §8016(a)(4)	
Motion expenses CPLR §8301(b) ……… motion and cross	
Fees for publication CPLR §8301(a)(3)	
Serving subpoena CPLR §8011(h)1, 8301(d)	
Paid for Search CPLR §8301(a)(10)	
Referee's report	
Attendance of witnesses CPLR §8001(a)(b)(c), 8301(a)(1)	
	$335.00

State of New York, County of ss.:

being duly sworn, deposes and says; that deponent is not a party to the action, is over 18 years of age and resides at
That on deponent served the within bill of costs and notice of taxation on
attorney(s) for herein, at his/her office at during his/her absence from said office

strike out either (a) or (b)

(a) by then and there leaving a true copy of the same with
his/her clerk; partner, person having charge of said office.

(b) and said office being closed, by depositing a true copy of same, enclosed in a sealed wrapper directed to said attorney(s), in the office letter drop or box.

....

Sworn to before me on

State of New York, County of ss.:

being duly sworn, deposes and says; that deponent is not a party to the action, is over 18 years of age and resides at
That on deponent served the within bill of costs and notice of taxation on
attorney(s) for
at the address designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a postpaid properly addressed wrapper, in–a post office–official depository under the exclusive care and custody of the United States Postal Service within New York State.

....

Sworn to before me on

Index No. 653798/2022

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

HUDSON PRIVATE CORP.,

Plaintiff,

- against -

BRON CREATIVE USA, CORP.,

Defendant.

Bill of Costs

and Notice of Taxation

Please Take Notice that the within is a true copy of the items of costs and disbursements in the within action *taxed** *and that the same will be taxed** by the Clerk of Court, at his/her office in the courthouse thereof on at A.M. of that day— and the amount inserted in the judgment.

Yours etc.

Meister Seelig & Fein PLLC
Attorney(s) for Plaintiff

FILED
Jan 24 2023
NEW YORK
COUNTY CLERK'S OFFICE

To Herrick, Feinstein LLP
2 Park Avenue
New York, New York 10016
Attorney for Defendant

Service of the within bill of costs and notice of taxation is hereby admitted on

....

Attorney(s) for

* Strike out one (CPLR §8402, 8403)

Dated: New York, New York
January 9, 2023

/s/ Kevin Fritz...

Kevin Fritz, Esq.

WITNESS, HON. HON. KELLY O'NEILL LEVY

A Justice of our Su in and for the First Judicial District of said State,

this *of* FEB 0 2 2023 *20*

Milton Adair Tingling

Clerk.

HON. KELLY O'NEILL LEVY

I, a Justice of the Supreme Court of the State of New York i t Judicial District thereof, do hereby certify, that Milton Adair Tingling, whose na subscribed to the preceding exemplification, is the Clerk of the County of New York, and C of the Supreme Court in and for said County, and that full faith and credit are due to hi cial acts.

I FURTHER CERTIFY, that th al affixed to said exemplification is the proper Seal of said Court of said County, and that t testation thereof is in due form of law and by the proper officer.

WITNESS my hand at t rough of Manhattan,this FEB 0 2 2023

day of **in the year 20**

Kelly O'Neill Levy

Justice of the Supreme Court of the State of New York in and for the First Judicial District.

HON. KELLY O'NEILL LEVY

STATE OF NEW YORK} ss
County of New York, }

I, Milton Adair Tingling, C f the County of New York, and also of the Supreme Court of said County in and for th t Judicial District of said State (said Court being a Court of Record), do hereby certi at Hon. HON. KELLY O'NEILL LEVY **whose name is subscribed to t egoing certificate, is a Justice of the Supreme Court of said State in and for the First Judi istrict, duly elected and sworn, and that the signature of said Justice to said Certifica genuine.**

IN TESTIMONY W EOF, I have hereunto set my hand and affixed the Seal of said County and Court, this FEB 2023 **day of** **in the year 20**

Milton Adair Tingling

Clerk.

This is **Exhibit "6"** referred to in the Affidavit of Christopher Conover sworn November 1, 2023.

Commissioner for Taking Affidavits (or as may be)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HUDSON PRIVATE LP, Plaintiff, v. CREATIVE WEALTH MEDIA FINANCE CORP., Defendant.	Civ. Action No. 7:22-cv-05520

DECLARATION OF CHRISTOPHER CONOVER

CHRISTOPHER CONOVER declares pursuant to 28 U.S.C. § 1746 as follows:

1. I am the Chief Executive Officer of Hudson Private LP ("Plaintiff"). As such, I am fully familiar with the facts and circumstances herein.

2. On July 16, 2020, defendant Creative Wealth Media Finance Corp. ("Defendant") executed a Promissory Note (the "Note"), in the principal amount of $3,000,000 (the "Principal Note Amount"), in connection with a loan (the "Shadowplay Loan") made by Plaintiff to finance the series (Episodes 101 – 108) entitled *Shadowplay* (the "Project"). A true copy of the Note is attached as Exhibit A.

3. Defendant duly delivered the Note to Plaintiff.

4. In the Note, Defendant promised to pay the Principal Note Amount plus accrued interest thereon on the date which is the earlier of: (a) twelve months from the "delivery" of the final episode of the Project; or (b) December 31, 2021 (the "Maturity Date").

5. The final episode of the Project aired before December 31, 2021, which means it was "delivered" prior to such date.

6. In all events, the Maturity Date is no later than December 31, 2021.

7. Under the Note, the Principal Note Amount accrued interest from July 16, 2020 at the rate of 10% per annum, compounded annually thereon.

8. In Section 2.2, the Note provides that it is payable "without set-off or counterclaim, free and clear of and without deduction for any present or future taxes, restrictions or conditions of any nature."

9. In Section 5.13, the Note states that it "represents the entire agreement between the parties hereto with respect to this Note, the debt evidence[d] by this Note, and its terms and conditions."

10. In a signed response to a letter from Plaintiff's auditors, Defendant's Managing Partner Jason Cloth acknowledged that, as of December 31, 2020, Defendant owed Plaintiff the principal amount of $3,000,000, plus accrued interest, under the Shadowplay Loan. A true copy of Defendant's response, dated April 19, 2021, is attached as Exhibit B.

11. In its signed response, Defendant also acknowledged that the Maturity Date of the Shadowplay Loan is December 31, 2021.

12. Pursuant to Section 4.1 of the Note, an "Event of Default" includes Defendant's failure to pay the Principal Note Amount or accrued interest thereon by the Maturity Date.

13. Defendant failed to pay the Principal Note Amount plus accrued interest thereon, or any portion thereof, to Plaintiff on or before the Maturity Date (or any time thereafter).

14. Thus, the Note is currently in default.

15. Under Section 2.1 of the Note, if the Principal Note Amount plus accrued interest thereon is not paid by the Maturity Date, Plaintiff is entitled to additional interest of 1.5% per

month commencing on the first business day of the next month, on the entire outstanding balance, until such time as all amounts are fully repaid.

16. Plaintiff is entitled to pre-judgment and post-judgment interest: (a) on the Principal Note Amount, at the rate of 10% per annum (compounded annually) from July 16, 2020 through December 31, 2021, which amounts to $3,447,989.35; and (b) on the entire outstanding balance, at the rate of 1.5% per month from January 3, 2022, which amounts to $4,016,907.59 through December 1, 2022. An excel spreadsheet with my calculations is attached as Exhibit C.

17. In Section 5.5 of the Note, Defendant agreed to reimburse Plaintiff for all reasonable attorneys' fees and expenses incurred by Plaintiff in connection with the collection and enforcement of the Note.

18. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 28, 2022

CHRISTOPHER CONOVER

Creative Wealth Media Finance Corp.
AMENDED AND RESTATED
PROMISSORY NOTE

July 6, 2020	$1,500,000
July 16, 2020	$1,500,000

FOR VALUE RECEIVED, Creative Wealth Media Finance Corp, an Ontario corporation with offices at 151 Bloor St. West, Suite 700, Toronto, Ontario M5S 1S4 (the "Borrower"), promises to pay to Hudson Private LP, with offices at 15 East Central Avenue, Pearl River, New York 10965, or its permitted assignees, transferees and successors as provided herein (the "Holder"), or as the Holder may direct, at the address of the Holder provided on the signature page hereto or at such other location as the Holder may designate, $3,000,000 or such lesser principal amount as shall be outstanding hereunder (the "Principal Note Amount"), plus any interest thereon from the date of this Promissory Note ("Note") at an interest rate equal to 10.0% per annum, compounded annually on the outstanding principal amount of this Note (the "Interest Rate").

1. Note. This Note is issued by the Borrower on the date first set forth above to fund production costs for the series entitled "Shadowplay" (Episodes 101-108) (the "Project").

2. Principal and Interest Payments.

2.1 The entire Principal Note Amount together with accrued and unpaid interest thereon will be due and payable on the date which is the earlier of (i) twelve (12) months from the "delivery" of the final episode or (ii) December 31, 2021 ("Maturity Date") unless this Note has been previously repaid in accordance with Section 3. If Holder has not received the Principal Note Amount plus Interest by the Maturity Date, Holder shall be entitled to additional interest of 1.5% per month ("Additional Interest") commencing on the first business day of the next month, on the entire outstanding balance, until such time as all amounts due are fully repaid. The Additional Interest shall not be compounded.

2.2 The Principal Note Amount and interest on this Note will be payable in the lawful currency of the United States of America by wire transfer of immediately available funds to the account set forth on Appendix A and without set-off or counterclaim, free and clear of and without deduction for any present or future taxes, restrictions or conditions of any nature.

2.3 Whenever any payment on this Note is stated to be due on a day which is not a business day, the payment will be made on the next succeeding business day and the extension of time will be included in the computation of the payment of interest of this Note.

3. Prepayment. This Note may be prepaid by the Borrower at any time, in whole or in part.

4. Default; Acceleration. The occurrence of any one or more of the following events with respect to the Borrower constitutes an event of default hereunder ("Event of Default"):

4.1 The Borrower fails to pay the Principal Note Amount or the accrued interest thereon when due;

4.2 The Borrower breaches any covenant, representation or warranty in this Note and the Borrower fails to cure such breach within ten days after receipt of written notice thereof from the Holder;

4.3 The Borrower (a) voluntarily becomes subject to any proceeding under the U.S. Bankruptcy Code or any similar remedy under state statutory or common law, or (b) admits in writing its inability to pay debts generally as they become due;

4.4 Within 60 days after the commencement of proceedings against the Borrower seeking any bankruptcy, insolvency, liquidation, dissolution or similar relief under any present or future statute, law or regulation (a) such action has not been dismissed or all orders or proceedings thereunder affecting the operations or the business of the Borrower has not been stayed, or (b) the stay of any such order or proceedings has been set aside, or, within 60 days after the appointment without the consent or acquiescence of the Borrower of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the properties of the Borrower, the appointment has not been vacated; and

4.5 A final judgment is rendered against the Borrower that, together with other outstanding final judgments against the Borrower, exceeds an aggregate of $250,000 and within 60 days after its entry the judgment has not been discharged or its execution stayed pending appeal and within 60 days after the expiration of any stay the judgment has not been discharged.

Upon the occurrence of an Event of Default under this Note, (a) except in the case of an Event of Default under Section 4.1, the Borrower shall give the Holder prompt notice of the occurrence of such Event of Default and (b) the Holder may, at its option, (i) declare the entire unpaid principal balance of this Note, together with all accrued interest thereon, immediately due and payable regardless of any prior forbearance upon written notice to the Borrower and/or (ii) exercise any and all rights and remedies available to them under law or this Note; provided, however, in the case of an Event of Default under Section 4.3 or Section 4.4 of this Note, without any notice to the Borrower or any other act by the Holder, the unpaid principal balance and interest accrued on this Note shall immediately become due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower. The Holder may exercise any and all rights and remedies available to the Holder under applicable law, including, without limitation, the right to collect from the Borrower all amounts due under this Note.

5. Miscellaneous.

5.1 Waiver by the Borrower. The Borrower waives diligence, presentment, protest, demand and notice of protest, demand, dishonor and nonpayment of this Note except to the extent expressly required by this Note, and expressly agrees that this Note, and any payment under it, may be extended by the Holder from time to time without in any way affecting the liability of the Borrower.

5.2 Waiver by the Holder and Amendment. Any term of this Note may be amended or waived only the written consent of the Borrower and the Holder. Any amendment or waiver effected in accordance with this Section 5.2 shall be binding upon the Borrower, the Holder and each transferee of this Note.

5.3 Restrictions on Assignment. The Borrower will not assign this Note or any of its rights, duties or obligations under this Note without first obtaining the written consent of the Holder.

5.4 Successors; Permitted Assign. All rights and obligations of the Borrower and the Holder shall be binding upon and benefit the affiliates, members, managers, successors, assigns, heirs and administrators of the parties. For the purposes of this Section 5.4, Holder means any person who is at the time the registered holder of this Note.

5.5 Costs of Collection. The Borrower agrees to reimburse the Holder for all reasonable attorneys' fees and expenses incurred by the Holder in connection with the collection and enforcement of this Note.

5.6 Rights and Remedies Cumulative. The rights and remedies of the Holder under this Note and as may otherwise be available at law or in equity are cumulative and concurrent and at the sole discretion of the Holder may be pursued singly, successively or together and exercised as often as the Holder desires.

5.7 Governing Law; Consent to Jurisdiction. This Note will be governed and construed in accordance with the laws of the State of New York. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the Southern District of New York, in each case sitting in the Borough of Manhattan, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of New York or the United States District Court for the Southern District of New York, in each case sitting in the Borough of Manhattan, and (c) hereby waive, and agree not to assert, by way of motion, as 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 its property is exempt or immune from attachment or execution, 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 Agreement or the subject matter hereof may not be enforced in or by such court.

5.8 TRIAL BY JURY. THE BORROWER HEREBY WAIVES AND AGREES THAT THE BORROWER WILL NOT ASSERT IN ANY CAPACITY ANY RIGHT TO TRIAL BY JURY IN ANY FORUM WITH RESPECT TO ANY ISSUE, CLAIM, DEMAND OR ACTION ARISING OUT OF OR BASED UPON THIS NOTE, WHETHER FOUNDED IN CONTRACT, TORT OR OTHERWISE.

5.9 Notices. Any notice required or permitted hereunder shall be given in writing and shall be conclusively deemed effectively given upon personal delivery or delivery by courier, or five days after deposit in the United States mail, by registered or certified mail, postage prepaid, addressed (a) if to the Borrower, as set forth herein, and (b) if to the Holder, at the Holder's address as set forth herein, or at such other address as the Borrower or the Holder may designate by at least ten days' advance written notice to the other party hereto.

5.10 Lost or Stolen Note. Upon receipt of evidence reasonably satisfactory to the Borrower of the loss, theft, destruction or mutilation of this Note and, in the case of loss, theft or destruction, upon receipt of an indemnity reasonably satisfactory to the Borrower, or in the case of mutilation, upon surrender and cancellation of this Note, the Borrower, at its expense, will make and deliver a new Note, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Note.

5.11 Severability. If one or more provisions of this Note are held unenforceable under applicable law, the unenforceable provision will be excluded from this Note and the balance of this Note will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms. The parties to this Note agree to replace any void or unenforceable provision of this Note with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

5.12 Headings; References. All headings used herein are used for convenience only and will not be used to construe or interpret this Note. Except where otherwise indicated, all references herein to Sections refer to Sections of this Note.

5.13 Entire Agreement. This instrument represents the entire agreement between the parties hereto with respect to this Note, the debt evidence by this Note, and its terms and conditions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has executed this Note by it duly authorized officer as of the date and year first written above.

CREATIVE WEALTH MEDIA FINANCE CORP.

By: ______________________________
Jason Cloth, Authorized Signing Officer

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

Appendix A

Wiring Instructions

Hudson Private LP
15 East Central Avenue
Pearl River, NY 10965
(845) 920-1600

Wire Information:

Beneficiary Bank Name: BankUnited
Miami Lakes, Florida (USA)
Receiving Bank SWIFT: BUFB US 3M
ABA / Routing Number: 2670-9059-4
Beneficiary Acct. #: [redacted]5520
Beneficiary Name: Hudson Private LP

Hudson Valley Wealth Management

15 East Central Avenue
Pearl River, NY 10965

February 11, 2021

Creative Wealth Media Finance Corp.
Attn : Jason Cloth

151 Bloor St. West, Suite 700
Toronto, ON M5S 1S4 | Canada

Re: Hudson Private LP

Our auditors, Spicer Jeffries LLP, are now engaged in an audit of the financial statements of Hudson Private LP for the year ended December 31, 2020. In connection with this audit, please fill in the form presented below for loan amounts due to Hudson Private LP as of December 31, 2020. Please confirm the information below directly to our auditors, Spicer Jeffries LLP. You may email your response to David Risley at . Your assistance is greatly appreciated.

Sincerely,
Hudson Private LP

Chris Conover, *Portfolio Manager*

Loan: Shadowplay

Please confirm the following information and note any discrepancies in the lines provided below:

Original loan principal amount at inception of loan	$	3,000,000
Loan inception date		7/7/2020
Outstanding principal balance as of December 31, 2020	$	3,000,000
Accrued interest as of December 31, 2020	$	141,393.44
Interest rate		10%
Maturity date of loan		12/31/2021

Please fill in the following information:

Please describe the amount and nature of any collateral related to the loan: LSA

The information above is according to our records except for: ______

Signed______ Date April 19/21

Date	Balance		Notes
7/16/2020	$	3,000,000.00	*Starting balance*
7/16/2021	$	3,300,000.00	*10% annual*
12/31/2021	$	3,447,989.35	*168 days between 7/16 and 12/31. Discounting the 10% 365 day rate to a 168 day rate.*
12/1/2022	$	4,016,907.59	*1.5% penalty rate for 10 months on 12/31 balance*

This is **Exhibit "7"** referred to in the Affidavit of Christopher Conover sworn November 1, 2023.

____

Commissioner for Taking Affidavits (or as may be)

[redacted]

From: Birch, John <jbirch@cassels.com>
Sent: Tuesday, September 19, 2023 11:43:23 AM
To: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Cc: Colleen Pihokker <cpihokker@airdberlis.com>; Mark.Wentzell@ca.gt.com <Mark.Wentzell@ca.gt.com>; Eric.Jamieson@ca.gt.com <Eric.Jamieson@ca.gt.com>; Bando, Bruce <Bruce.Bando@ca.gt.com>; Asim Iqbal (aiqbal@millerthomson.com) <aiqbal@millerthomson.com>; Finn, Forrest <ffinn@cassels.com>; Tallim, Mike R. <mtallim@cassels.com>; Ho, Tracey <trho@cassels.com>
Subject: Response to September 7, 2023 Hudson letter to the Monitor [IWOV-LEGAL.054920-00006]

Mark,

I did receive your letter on September 7.

New York Action
However, based on the materials that you provided, in relation to the NY action, it appears that Hudson advanced funds to Creative Wealth, which then contributed those funds to various productions of BRON, which contributions were made in the name of CW.

Based on the content of the New York complaint, no BRON entity appears to have any direct liability to Hudson. While I appreciate that there is a claim for an accounting by BRON, that appears to be based solely on the assertion in the complaint that BRON owed a fiduciary duty to Hudson. However, the basis of the fiduciary duty seems unclear.

To the extent that the NY action involves a tenable claim against BRON, it would be unsecured.

Ontario Application to Enforce

In regard to the Ontario proceeding, that clearly appears to relate to enforcement of an unsecured obligation (i.e., a judgment rendered in the U.S.).

Response to your Enquiries

At the moment, the Monitor is in the process of reviewing bids submitted by the bid deadline of September 15, 2023.

As you know, it is routine for a Monitor to perform a vetting of security at the relevant time. In the case where a distribution of sale proceeds is sought, it is customary to vet the security for purposes of a distribution motion. In cases where a secured creditor submits a credit bid, it is customary to vet the security once a secured creditor makes it known that it is a credit bidder. The Monitor will conduct a vetting of the security of Creative Wealth Media Finance Corp. and/or Creative Wealth Media Lending LP 2016 at the appropriate time if applicable. To the extent that a security review is undertaken, the Monitor will ask for proof of the indebtedness so secured.

Point (ii) of your letter appears to mirror an objection that counsel for Premium Properties made to Justice Gomery at the hearing on July 28, 2023. Justice Gomery rejected that objection and noted that if a CW entity is a trustee for underlying investors in a film that provided funds to CW, which then lent them to a Petitioner, then such investors could pursue their rights against CW later on. In that regard, if Hudson believes that it has a claim against CW as trustee, and if CW ultimately acquires one or more of the productions referred to in your letter, the Monitor is proceeding on the basis that Hudson will just assert its rights against CW following completion of the sale transaction. (Since the SISP is still ongoing, the Monitor makes no comment at this state on whether any CW entity is a bidder or whether it is likely to acquire any assets.)

Finally, regarding point (iv) of your letter, the Monitor is not running a claim process at this stage. Your firm is on the service list, so you will receive notice of all steps in the CCAA proceedings. In any event, it is not clear what indebtedness the Monitor would show on the creditors' list anyway (and which Petitioner(s) owes the amount(s)), since it appears from the pleadings that most of Hudson's claim relates to money that it advanced to CW, not to a Petitioner (except for the US judgments that are the subject of the Ontario application).

Cassels

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Services provided through a professional corporation

From: Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Sent: September 19, 2023 9:07 AM
To: Mark.Wentzell@ca.gt.com; james.saxton@ca.gt.com; Eric.Jamieson@ca.gt.com; Bando, Bruce <Bruce.Bando@ca.gt.com>
Cc: Birch, John <jbirch@cassels.com>; Colleen Pihokker <cpihokker@airdberlis.com>
Subject: Re: Indebtedness owing by Bron Group of Companies to Hudson Private LP and Hudson Private Corp. (together, "Hudson")

CAUTION: External Email

Good morning Mark, James, Eric, and Bruce,

Would you please advise in response to our September 7, 2023 correspondence sent below?

Thank you.

Best,

Mark

Mark van Zandvoort
Aird & Berlis LLP
t - 416.865.4742
e - mvanzandvoort@airdberlis.com

From: Colleen Pihokker <cpihokker@airdberlis.com>
Sent: Thursday, September 7, 2023 2:15 PM
To: Mark.Wentzell@ca.gt.com <Mark.Wentzell@ca.gt.com>; james.saxton@ca.gt.com <james.saxton@ca.gt.com>; Eric.Jamieson@ca.gt.com <Eric.Jamieson@ca.gt.com>; Bando, Bruce <Bruce.Bando@ca.gt.com>
Cc: jbirch@cassels.com <jbirch@cassels.com>; Mark van Zandvoort <mvanzandvoort@airdberlis.com>
Subject: Indebtedness owing by Bron Group of Companies to Hudson Private LP and Hudson Private Corp. (together, "Hudson")

Messrs. Wentzell, Saxton, Jamieson and Bando:

Attached please find correspondence from Mr. van Zandvoort of today's date (September 7, 2023) regarding the indebtedness owing by the Debtors to Hudson.

You may access the Amended Application Record dated June 28, 2023 referenced in Mr. van Zandvoort's letter through the following Sharefile link: https://airdberlis.sharefile.com/d-s3659bbcaae734b28a920e1e6658ad5ee

If you experience any difficulties accessing the document, kindly advise.

Thank you in advance for your consideration and response.

Sincerely,

Colleen Pihokker
Assistant to Mark van Zandvoort and Vedran Simkic

T 416.863.1500 x2045
F 416.863.1515
E cpihokker@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

This is **Exhibit "8"** referred to in the Affidavit of Christopher Conover sworn November 1, 2023.

____

Commissioner for Taking Affidavits (or as may be)

AIRD BERLIS

Mark van Zandvoort
Direct: 416.865.4742
E-mail: mvanzandvoort@airdberlis.com

October 10, 2023

BY EMAIL

Grant Thornton Limited
333 Seymour Street, Suite 1600
Vancouver, BC V6B 0A4

ATTN: Mark Wentzell

Dear Mr. Wentzell:

RE: Indebtedness owing by Bron Group of Companies to Hudson Private LP and Hudson Private Corp. (together, "Hudson")

As you are aware, we are counsel to Hudson Private LP and Hudson Private Corp. (together, "**Hudson**"). We write further to: (i) our letter to the Monitor dated September 7, 2023 (enclosed); and (ii) Weirfoulds LLP's letter to the Monitor dated October 3, 2023, as appended at Appendix "B" to the Monitor's Second Report dated October 6, 2023 (enclosed).

On behalf of Hudson, we ask that Hudson be treated as an Investor Creditor (as defined in the Weirfoulds Letter) for the purposes of: (i) receiving the Monitor's responses to the Investor Creditors; and (ii) receiving equivalent information as requested by the Investor Creditors, including in accordance with paragraph 31 of the Amended and Restated Initial Order issued July 28, 2023, as it concerns the Film Loans referenced in our September 7, 2023 correspondence, attached, and including with respect to the inquiries raised in paragraphs i. to iii. of our September 7, 2023 letter, attached.

Yours truly,

AIRD & BERLIS LLP

Mark van Zandvoort
MvZ\cp
Encls.

c.c. James Saxton, Eric Jamieson & Bruce Bando – Grant Thornton Limited
John Birch & Forrest Finn – Cassels Brock & Blackwell LLP
John M. Buhlman, Michael Statham, Philip Cho & Wojtek Jaskiewicz – Weirfoulds LLP
Hilary Book & Elizabeth Ayo – Book Law
Rachel Goldman, David Shargel, Mark Wulfe, Mark Dendinger & Seth DuCharme – Bracewell LLP
Ryan Taylor & Dan Thomas – Crawley MacKewn Brush LLP
David Sischy – Groia & Company Professional Corporation
Zohar Levy & Laurie Graham – Orr Taylor LLP

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AIRD BERLIS

Mark van Zandvoort
Direct: 416.865.4742
E-mail: mvanzandvoort@airdberlis.com

September 7, 2023

BY EMAIL

Grant Thornton Limited
333 Seymour Street, Suite 1600
Vancouver, BC V6B 0A4

ATTN: Mark Wentzell, James Saxton, Eric Jamieson & Bruce Bando

Dear Messrs. Wentzell, Saxton, Jamieson, and Bando:

RE: Indebtedness owing by Bron Group of Companies to Hudson Private LP and Hudson Private Corp. (together, "Hudson")

As you know, we are the Canadian lawyers for Hudson Private LP and Hudson Private Corp. (**Hudson Corp.**) (together, "**Hudson**").

We are writing to the Monitor to:

i. ensure that the indebtedness owing to Hudson by the Bron Group of Companies (collectively, the "**Debtors**") is accurately reflected in the Debtors and Monitor's books and records and in the Monitor's Creditor Mailing List (Hudson is currently omitted from the Monitor's Creditor Mailing List); and

ii. obtain certain information from the Monitor concerning the claimed indebtedness owing to the Creative Wealth entities by the Debtors, including whether amounts claimed by Creative Wealth are, in fact, on account of the funds advanced by Hudson to Creative Wealth as detailed in the Amended Complaint (defined below).

The current amount owing by the Debtors to Hudson is in the approximate sum of USD $34.1M million inclusive of principal and interest (before equity participation and accruing interest and discount, as applicable, the "**Indebtedness**").

Enclosed herein are the following documentation in support of the Indebtedness owing to Hudson:

1. **Separately Enclosed** - Hudson Corp.'s Amended Application Record dated June 28, 2023 (CV-22-00691045-00000), with respect to the request to register in Ontario certain Judgments obtained by Hudson Corp. against Bron Creative USA, Corp. in the United States in the amount of USD $7,254,614.59, with interest accruing after January 24, 2023 at the rate of 9% per annum;

2. **Tab 1** – The Amended Complaint (Civ. Action No. 7:21-cv-08259) filed by Hudson in the United States District Court Southern District of New York as against Bron Studios USA, Inc., Bron Creative USA Corp., Creative Wealth Media Finance Corp., and Jason Cloth (the "**Amended Complaint**").

The Amended Complaint seeks outstanding principal and interest under certain Film Loans detailed below, before equity participation and accruing interest and discount, as applicable, in a sum exceeding USD $17.73 million with respect to Hudson LP and in the approximate sum of USD $9 million with respect to Hudson Corp.

3. With respect to the Film Loans referenced in the Amended Complaint, please review the following:

    Fonzo/a.k.a. Capone:

    a. **Tab 2** - The Fonzo Term Sheet referred to in paragraph 31 of the Amended Complaint;
    b. **Tab 3** - The Fonzo Participation Agreement referred to in paragraph 36 of the Amended Complaint;
    c. **Tab 4** - Package provided to Hudson by Bron/Creative Wealth concerning the Fonzo Film investment;

    Greyhound:

    a. **Tab 5** - The Greyhound Term Sheet referred to in paragraph 43 of the Amended Complaint;
    b. **Tab 6** - The Greyhound Participation Agreement referenced in paragraph 47 of the Amended Complaint;

    Bombshell/a.k.a. Fair and Balanced:

    a. **Tabs 7, 8, and 9** - The Bombshell Term Sheets referred to in paragraph 55 of the Amended Complaint;
    b. **Tabs 10 and 11** – The Bombshell Participation Agreements referred to in paragraph 60 of the Amended Complaint;

    Harry Haft:

    c. **Tab 12** - The Harry Haft Term Sheet referred to in paragraph 70 of the Amended Complaint.

As is reflected in the Term Sheets and Participation Agreements, Creative Wealth and/or the Debtors serves as Hudson's trustee and agent in connection with the Film Loans, including collecting payments due thereunder, and are obligated to account to Hudson for its share of proceeds due in connection with the Loans.

We ask that the Monitor confirm:

i. That it has reviewed and validated the instruments of indebtedness and security upon which the Creative Wealth entities (collectively, "**Creative Wealth**") are relying in support of the secured and unsecured amounts which the Debtors and Creative Wealth claim are owing by the Debtors to Creative Wealth (the "**Creative Wealth Indebtedness**");

September 7, 2023
Page 3

ii. Whether the Creative Wealth Indebtedness includes claims in respect of the foregoing films as well as the film Shadowplay for which Creative Wealth is indebted to Hudson, and if so, the amounts being claimed by Creative Wealth for each, and if any of the amounts claimed are on account of amounts advanced by Hudson under the Term Sheets as detailed herein;

   a. Assuming the answer to "ii" is yes, what steps will be taken by the Monitor to ensure that amounts owing to Hudson are properly paid to it, and are not used by Creative Wealth or its related entities in making a credit bid as part of the Sales Process;

iii. What other persons or entities were sold a participation interest in Fonzo, Greyhound, Bombshell, Harry Haft, and Shadowplay by Creative Wealth and/or the Debtors, and provide us with copies of any such participation agreements; and

iv. That the Monitor will list the amount of the Indebtedness owing to Hudson as detailed herein in the Creditor Mailing List.

We would appreciate receiving the Monitor's response to these inquiries, and the requested documentation, by September 18, 2023.

Yours truly,

AIRD & BERLIS LLP

Mark van Zandvoort
MvZ\cp

Encls.

c.c. John Birch & Forrest Finn – Cassels Brock & Blackwell LLP

53952133.3

Barristers & Solicitors

WeirFoulds LLP

October 3, 2023

Philip Cho
Partner
t. 416-619-6296
pcho@weirfoulds.com

File 00527.42759

SENT BY EMAIL: mark.wentzell@ca.gt.com

Mark Wentzell
Grant Thornton Limited
Suite 1600 - 333 Seymour Street
Vancouver BC V6B 0A4

Dear Mr. Wentzell:

Re: Investor Creditors re BRON Media CCAA

I am writing on behalf of the investor creditors (each an "**Investor Creditor**", and together, the "**Investor Creditors**") listed in the attached schedule "A", together with their respective counsel. The Investor Creditors have certain concerns as set out herein.

Accuracy and Status of Petitioners' Indebtedness

The Investor Creditors are parties to certain agreements through which they have acquired interests in project loans (a "**Project Loan**") in film or television productions owned by one or more of the Petitioning Entities, the Non-Petitioning Entities or in some cases, a BRON-related production company that is neither a Petitioning nor a Non-Petitioning Entity (in such capacity, a "**Primary Debtor Entity**"). The Primary Debtor Entity for a particular production is a special purpose production and/or holding company. In some cases, another BRON entity provided a guarantee (in such capacity, a "**Guarantor**"). We have previously provided you with a table setting out the basic particulars of such Project Loans (the "**Table of Project Loans**"). Each Investor Creditor, through their respective counsel, has provided, or will provide, the underlying documentation for the Project Loans.

We refer to paragraphs 147-149 of the First Affidavit of Aaron Gilbert (the "**First Affidavit**") where Mr. Gilbert describes various project-based secured claims involving both Creative Wealth Media Lending LP 2016 ("**CWM LP**") and Creative Wealth Media Finance ("**CWMF**") aggregating approximately \$317M. We also refer to correspondence from the Petitioners' counsel dated August 9, 2023 (which you were copied on), wherein Ms. Faheim advises that Exhibit H to the First Affidavit sets out a summary of the project loans totalling \$317M.

Although Exhibit H sets out a number of loans, the loans set out therein do not appear to be Project Loans as the borrowers are listed as Bron entities, not production companies. More importantly, the loans listed in Exhibit H do not correspond with those listed in the Table of Project Loans. While some payments had been made on some Project Loans, the Project Loans have not been paid in full and remain outstanding. Based on our review of the materials filed by the Petitioners, the Project Loans have not been identified, despite there being over $140M (CDN) outstanding in principal and accrued interest.

We request that the Monitor take steps to review the books and records of the Primary Debtor Entities to determine and report on the following:

a. dates, amounts and sources of loan advances received by, or on behalf of, the Primary Debtor Entity;

b. dates and amounts of any repayments made by, or on behalf of, the Primary Debtor Entity, and the particulars as to whom such repayments were made;

c. to the extent, any repayments were not paid to the applicable Investor Creditor, particulars as to the use or receipt of such repayments; and,

d. any directions received by the applicable Primary Debtor Entity, or any Bron entity, regarding repayment.

In addition, we request that the Monitor review the security granted in respect of the Project Loans by each Primary Debtor Entity, as applicable. We understand that in some cases, security interests may have been subordinated without the knowledge or consent of the Investor Creditor. To the extent that monies that should have repaid a Project Loan were redirected to another project, an Investor Creditor may have a trust claim.

Extent of Connections between Petitioners, DIP Lender and CW Parties

The Investor Creditors understand that Mr. Jason Cloth, a director of CWMF is also the director of certain Bron entities (Bron Creative Corp. and Bron Ventures 1 (Canada) Corp.), as set out in the First Affidavit. Until at least August 2022, Mr. Cloth was also a director of Bron Media Corp. ("**BMC**"), one of the Bron parent companies. Mr. Cloth appears to be a director of Creative Wealth Holdings Ltd. ("**CW Holdings**"), which we understand is the parent company of Creative Wealth Media GenPar Ltd. ("**CWM GP**", together with CWMF, CW Holdings and CW LP, the "**CW Parties**"). CWM GP is the general partner of CW LP, the DIP Lender. Attached is a corporate search of BMC as at August 19, 2022; corporate search of CW Holdings; and, an excerpt from a trust indenture showing the relationship between CW Holdings and CWM GP.

In our view, these are relationships and facts that ought to have been disclosed at the time when the DIP facility and SISP was approved. The numerous transactions involving one or more of the CW Parties who were not at arms' length, and the potential non-arms' length nature of the DIP facility would have been relevant considerations, particularly in light of the relatively short SISP and tight cash flow projection prescribed by the DIP facility.

We request that the Monitor take steps to review the nature of these relationships, whether there are other relationships that have not been disclosed, and whether sufficient safeguards have been put in place to guard against any inappropriate effects on the insolvency process.

Aaron Gilbert's Role in Crystal Wealth Media Fund

The Investor Creditors understand that Mr. Gilbert was involved in the Crystal Wealth Media Fund matter, which was the subject of a receivership proceeding initiated by the Ontario Securities Commission: https://www.grantthornton.ca/service/advisory/creditor-updates/#Crystal-Wealth-Group. Many investors in the Crystal Wealth Media Fund were adversely affected by the manner in which investments and transactions occurred between the Crystal Wealth Media Fund and one or more of Mr. Gilbert's companies, including Media House Capital (Canada) Corp. and certain Bron entities.

We understand that Mr. Gilbert, through one of his companies, acquired certain loans from the Receiver of Crystal Wealth. Some of the loans acquired relate to productions and/or production companies that some of the Investor Creditors later advanced funds under participation agreements.

We request that the Monitor consider the information publicly available in the Crystal Wealth Receivership in respect of the Project Loans with a view to identifying any concerns that should be brought to the Court's attention, including whether Investor Creditor funds were utilized to repay aged loans purchased from the Receiver.

Summary

The above issues have been identified by the Investor Creditors based on limited information disclosed in the CCAA proceedings and other sources of information. The Investor Creditors reserve their right to raise additional issues and concerns based on the Monitor's reporting and other evidence filed in these proceedings.

We would be pleased to discuss in more detail with the Monitor.

Barristers & Solicitors

WeirFoulds LLP

Yours truly,

WeirFoulds LLP

Philip Cho Digitally signed by: Philip Cho DN: CN = Philip Cho email = pcho@weirfoulds.com C = CA O = WeirFoulds LLP Date: 2023.10.03 20:58:07 -04'00'

Philip Cho
Partner

pd/PC

Encl.

19561110.1

SCHEDULE "A"

RE CCAA OF BRON MEDIA CORP. ET AL

	COUNSEL	PARTY
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2.	**BOOK LAW** 365 Bay Street, 2nd Floor Toronto, ON M5H 2V1 **Hilary Book** Tel: 416-613-9161 Email: hilary@booklaw.ca **Elizbeth Ayo** Tel: 647-578-9731 Email: elizabeth@booklaw.ca **US COUNSEL:** **BRACEWELL LLP** 31 W. 52nd Street, Suite 1900 New York, NY 10019-6118 **Rachel Goldman** Tel: 212-508-6135 Email: rachel.goldman@bracewell.com **David Shargel** Tel: 212-508-6154 Email: david.shargel@bracewell.com	Bayshore Capital Advisors, LLC, GCA Alternative Income Fund LP and Rocking T. Ranch LLP

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4.	**GROIA & COMPANY PROFESSIONAL CORPORATION** 365 Bay Street Toronto, ON M5H 2V1 **David Sischy** Tel: 416.203.4483 Email: dsischy@groiaco.com	Counsel for Lukis Global Corp.
5.	**ORR TAYLOR LLP** 200 Adelaide Street W, Suite 500 Toronto, ON M5H 1W7 **Zohar Levy** Tel: 647.576.4335 Email: zlevy@orrtaylor.com **Laurie Graham** Tel: 647 576 1929 Email: lgraham@orrtaylor.com	Counsel Nicholas Patterson, David Brannon, Chris & Heather Nianouris, Matthew Korpela, and Sign Imports LLC