IT IS ORDERED as set forth below:

Date: February 29, 2024

Paul Baisier
U.S. Bankruptcy Court Judge

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

In re: Front Runner Productions, Inc., *et al.*, Debtors in a Foreign Proceeding.	Chapter 15 Case No. 24-50790-PMB Jointly Administered

ORDER RECOGNIZING ORDERS OF THE CANADIAN COURT

This matter came before the Court on the *Motion of Bron Media Corp. as Foreign Representative for an Order Recognizing the Canadian Court's Final Orders* (the "Motion")[1] (Docket No. 20) filed by BRON Media Corp. ("BRON"), on February 26, 2024, individually and in its capacity as the Canadian Court-appointed and authorized foreign representative ("Foreign Representative") for the above captioned Debtors (the "Debtors") for entry of an order, pursuant

[1] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion.

to Sections 105, 1507, 1525, and 1527 of the Bankruptcy Code, (a) recognizing the following Orders of the Canadian Court: (i) CW Transaction Approval and Vesting Order, (ii) CW Lending Assignment Order, (iii) Access Road Transaction Approval and Vesting Order, and (iv) Access Road Assignment Order, (collectively, the "Orders"); and (b) granting related relief; and due and proper notice of the relief sought in the Motion and Orders having been provided.

The Motion was set for a hearing on February 27, 2024, at 1:30 P.M. (the "Hearing"), by entry of the Court's *Order Granting Debtors' Motion for Order Recognizing the Canadian Court's Final Orders* (Docket No. 22) entered on February 26, 2024. The Motion was heard by the Court at the Hearing. Counsel for Foreign Representative, counsel for WV Partners LLC, counsel for Creative Wealth Media Finance Corp., Creative Wealth Media Lending Inc., and Creative Wealth Media Lending LP 2016 appeared at the Hearing. No party appeared in opposition to the relief sought by Foreign Representative.

It appearing that no other or further notice need be provided; and all of the proceedings had before the Court; and no objections to the Motion having been filed or all such objection having been resolved or overruled; and the Court having found and determined that the relief sought in the Motion is consistent with the purposes of Chapter 15 of the Bankruptcy Code; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, creditors, and all parties in interest in the Chapter 15 Cases, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, the Court finds and concludes as follows:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, 11 U.S.C. §§ 109 and 1501.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).

C. The Debtors have consented to the Court's authority to enter a final order consistent with Article III of the U.S. Constitution.

D. Venue is proper before this Court pursuant to 28 U.S.C. § 1410.

E. On January 23, 2024, the Canadian Court approved and entered the Orders.

F. The relief granted herein is necessary and appropriate, in the interests of the public and international comity, consistent with public policy of the United States, warranted pursuant to Section 1507 of the Bankruptcy Code, and will not cause hardship to any party in interest that is not outweighed by the benefits of the relief granted herein.

G. The relief granted herein will, in accordance with Section 1507(b) of the Bankruptcy Code, reasonably assure: (i) the just treatment of all holders of claims against or interests in the Debtors' property; (ii) the prevention of preferential or fraudulent dispositions of property of the Debtors; and (iii) the distribution of proceeds of the Debtors' property substantially in accordance with the order prescribed in the Bankruptcy Code.

H. The public interest will be served by the relief granted herein.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREEED THAT:

1. The Motion is **GRANTED**.

2. The Orders, copies of which are attached hereto as **Exhibits A-D**, are fully recognized, given full force and effect in the United States, are warranted pursuant to Section 1507 of the Bankruptcy Code, and will not cause hardship to any party in interest that is not outweighed by the benefits of the relief granted herein.

3. The Foreign Representative, the Monitor, and the Debtors, as the case may be, are authorized and directed to take all steps and actions necessary or appropriate to implement the Orders in accordance with and subject to its terms and conditions, and enter into, adopt, execute, deliver, complete, implement and consummate all of the steps, compromises, settlements,

transactions, assignments, arrangements, reorganizations, distributions, payments, deliveries, allocations, instruments, agreements and releases contemplated by, and subject to the terms and conditions of, the Orders, and all such steps and actions are approved.

4. The Foreign Representative, the Monitor and the Debtors are authorized and empowered to, and may in their discretion and without any delay, take any such steps or perform such actions as may be necessary to effectuate the terms of this Order and the Orders.

5. Notwithstanding any provisions in the Federal Rules of Bankruptcy Procedure to the contrary: (a) this Order shall be effective immediately and enforceable upon its entry; and (b) neither the Foreign Representative, the Monitor nor the Debtors are subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order.

6. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order, and nothing contained herein shall be deemed to limit, modify, or impair this Court's jurisdiction over any motion of the Foreign Representative requesting relief in aid of the Canadian Proceeding pursuant to applicable provisions of the Bankruptcy Code and such jurisdiction is hereby retained.

7. A copy of this Order shall be served within five business days of entry of this order, by electronic mail to the extent email addresses are available and otherwise by U.S. mail, overnight or first-class postage prepaid, upon the Notice Parties (as defined in the *Motion of Foreign Representative for Order (I) Scheduling Hearing on Verified Petition Under Chapter 15 of the Bankruptcy Code for Recognition of a Foreign Main Proceeding and for Additional Relief and Assistance Under 11 U.S.C. §§105(a), 1507, and 1521 and (II) Specifying Form and Manner of Service of Notice of Hearing* (Docket No. 7), filed on January 25, 2024) and such other entities as

the Court may direct. Such service shall be good and sufficient service and adequate notice for all purposes.

[END OF ORDER]

Prepared & Presented by:
JONES & WALDEN LLC
/s/ Cameron M. McCord
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Distribution List:

Cameron M. McCord, Jones & Walden LLC, 699 Piedmont Ave, NE, Atlanta, Georgia 30308

Office of the United States Trustee, Suite 362, Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303

Exhibit "A"

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER (CW LENDING)

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

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of January, 2024; AND ON HEARING Asim Iqbal and Bryan Hicks, counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the affidavit of Aaron Gilbert affirmed November 23, 2023, the Affidavit of Aaron Gilbert affirmed January 10, 2024 (the "**Eighth Gilbert Affidavit**"), the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**") the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated October 26, 2023, the Supplement to the Third Report of the Monitor, dated November 3, 2023 and the Fifth Report of the Monitor dated January 11, 2024; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Amended and Restated Agreement of Purchase and Sale dated January 10, 2024 among the Vendors and Creative Wealth Media Lending LP 2016, by

its general partner, Creative Wealth Media GenPar Ltd. (in such capacity, the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**").

2. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement is commercially reasonable and is hereby approved, with such minor amendments as the Petitioners may deem necessary with the consent of the Purchaser and the Monitor. The execution of the Sale Agreement by the Vendors is hereby authorized, ratified, and approved and the Vendors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser and any Permitted Assignee of the Purchased Assets.

3. This Order shall constitute the only authorization required by the Vendors to proceed with the Transaction and no shareholder or other approvals shall be required in connection therewith.

4. The Monitor is hereby authorized to take such additional steps in furtherance of its responsibilities under the Sale Agreement and this Order and shall not incur any liability in taking such steps.

APPROVAL AND VESTING

5. Upon the filing with this Court of the Monitor's Certificate substantially in the form attached hereto as **Schedule "D"** (the "**Monitor's Certificate**"), all of the Vendors', and to the extent applicable under the Sale Agreement, the Vendor Controlled Subsidiaries' right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser and any Permitted Assignee in fee simple, and except as otherwise specified herein, free and clear of and from any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), actions, judgements, Transfer Restrictions, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or any other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by any Order of this Court in the Petitioners' CCAA proceeding commenced on July 19, 2023 (this "**CCAA Proceeding**");

(b) all charges, security interests or claims evidenced by registrations pursuant to the *Uniform Commercial Code* (United States), the *Personal Property Security Act* of British Columbia, the *Personal Property Security Act* of Ontario or any other personal property registry system; and

(c) all claims in respect of, or relating to, any Taxes owing by the Petitioners as at the Closing Date or any Taxes assessed or that could be assessed in respect of the Petitioners or their business, property and assets;

(all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed in **Schedule "E"** hereto (the "**Permitted Encumbrances**")), and, for greater certainty, all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. Despite paragraph 5, the Petitioners are authorized and directed to retain, and not transfer to the Purchaser or the Permitted Assignee, cash on hand of the Petitioners in the aggregate of (a) the projected unpaid operating expenses of the Petitioners and the fees of the Monitor, its counsel, and counsel for the Petitioners as set out in the cash flow ("**Cash Flow**") of the Petitioners up to March 29, 2024 appended to the Monitor's Fifth Report and (b) US$100,000 (collectively, the "**Cash Reserve**"). The Petitioners are authorized and directed to use the Cash Reserve to pay fees and expenses as contemplated in the Cash Flow and costs to complete the termination of these proceedings and the Chapter 15 proceedings after March 29, 2024 and have the Monitor discharged (collectively, "**Case Termination**"). The Petitioners shall pay forthwith to the Purchaser and/or the Permitted Assignee such portion of the Cash Reserve that remains after Case Termination has occurred.

7. The Monitor may rely on written notice from the Vendors and the Purchaser regarding the fulfilment of the conditions to Closing under the Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall stand in the place and stead of the Purchased Assets and, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale. For greater certainty, "**Net Proceeds**" shall not include any receipts that are subject to a collection account management agreement to which any of the Vendors are a party.

9. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, or any other personal privacy legislation of another province where applicable to the Petitioners, the Petitioners are hereby authorized and permitted to disclose and transfer to the Purchaser and any Permitted Assignee all human resources and payroll information in the company's records pertaining to the Petitioners' past and current employees. The Purchaser and any Permitted Assignee shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner, which is in all material respects identical to the prior use of such information, by the Petitioners.

10. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Vendors, and, to the extent applicable under the Sale Agreement, the Vendor Controlled Subsidiaries, to the Purchaser and any Permitted Assignee at the Closing Time, subject to the Permitted Encumbrances.

11. The Vendors, with the consent of the Purchaser and the Monitor, shall be at liberty to extend the Closing Date to such later date according to the Sale Agreement without the necessity of a further Order of this Court.

12. Notwithstanding:

(a) this CCAA Proceeding or the termination thereof;

(b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the vesting of the Purchased Assets in the Purchaser and/or any Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

COLLECTIVE BARGAINING AGREEMENT ENCUMBRANCES

13. The motion pictures presently identified by the Purchaser that are to be acquired pursuant to the Sale Agreement, listed at Schedule "F" hereto, and incorporated herein by reference, as such Schedule may be amended with the mutual consent of the applicable Vendor, the Monitor, the Purchaser or the Permitted Assignee and the applicable Guild (collectively, the "**Covered Motion Pictures**") were produced subject to one or more collective bargaining agreements (collectively, "**CBAs**") and related "**Financial Assurances**," including, without limitation, security agreements, collection account management agreements, assumption agreements, intercreditor agreements, interparty agreements, cash deposits or reserves, and guaranty agreements solely and directly respecting the Covered Motion Pictures (collectively with CBAs, "**Permitted CBA Encumbrances**") in favor of the Directors Guild of America, Inc., the Screen Actors Guild – American Federation of Television and Radio Artists, and the Writers Guild of America, West, Inc., and the Motion Picture Industry Pension and Health Plans (collectively, "**Guilds**"). Notwithstanding anything to the contrary, the Purchaser shall be responsible for all of the Vendors' post-Closing obligations respecting the Covered Motion Pictures pursuant to, and/or subject to, the Permitted CBA Encumbrances (the "**Post-Closing Guild Obligations**"). The Purchaser shall only be responsible for any of the Vendors' obligations in respect of or related to the Covered Motion Pictures that accrued or were payable prior to the Closing (the "**Pre-Closing Guild Obligations**") in the event that such Pre-Closing Guild Obligations are not satisfied pursuant to the existing Financial Assurances and in no event shall the Purchaser's liability for the Pre-Closing Guild Obligations exceed USD$50,000 in the aggregate unless agreed to in writing by the Purchaser or Permitted Assignee. Where applicable to the Covered Motion Pictures, all Permitted CBA Encumbrances shall continue in full force and effect post-Closing, without modification or prejudice by this Order, provided that the Guilds will not exercise any rights

under the Permitted CBA Encumbrances, or otherwise, with respect to the Pre-Closing Guild Obligations which would in any way interfere with the rights of the Purchaser to distribute such Covered Motion Pictures and receive all revenues from such distribution if the Pre-Closing Guild Obligations exceed USD$50,000. At Closing or as soon as reasonably practicable thereafter (but no more than 60 days post-Closing), the Purchaser will execute and deliver standard-form Guild assumption agreements as established by each CBA and each effective as of the Closing Time, with respect to Post-Closing Guild Obligations in connection with each Covered Motion Picture and the Guilds shall accept and counter-execute such Guild assumption agreements without any further approval or conditions (including, without limitation, providing any further Financial Assurances). So long as Post-Closing Guild Obligations are timely paid in accordance with the applicable CBAs, the Guilds will not exercise any rights under the Permitted CBA Encumbrances that would in any way interfere with the rights of the Purchaser or the Permitted Assignee to distribute such Covered Motion Pictures and receive all revenues from such distribution prior to the execution of the Guild assumption agreements. Subject to the foregoing, nothing herein shall limit, modify or prejudice the Guilds ability to enforce any Pre-Closing Guild Obligations against any non-Purchaser or Permitted Assignee third parties.

ASSUMED CONTRACTS

14. Except as expressly contemplated in the Sale Agreement and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the Assumed Contract), all Assumed Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and completion of the Transaction, and no Person who is a party to an Assumed Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Petitioners or any of their affiliates);

(b) the insolvency of the Petitioners or any of their affiliates, or the fact that the Petitioners or any affiliate of the Petitioners sought or obtained relief under the CCAA or any of the Petitioners or any of their affiliates sought or obtained any relief under Chapter 15 of Title 11 of the United States Code U.S.C., §§ 101 – 1532 (the "**Bankruptcy Code**") or the Insolvency Act 1986 (c 45) (the "**UK Insolvency Act**");

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Sale Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA Proceeding, any Order of the U.S. Court under the Bankruptcy Code, or any Order under the UK Insolvency Act in respect of any of the Petitioners or any of their affiliates; or

(d) any transfer or assignment, or any change of control arising from the Sale Agreement or the Transaction or the provisions of this Order.

15. As of the Closing Time and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the applicable Assumed Contract), subject to paragraph 12 herein with respect to the Guilds, all Persons shall be deemed to have waived any and all defaults of the Petitioners then existing or previously committed by the Petitioners, or caused by the Petitioners, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Petitioners, the filing by the Petitioners under the CCAA, the Sale Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 14 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.

16. From and after the Closing Time, subject to paragraph 12 herein with respect to the Guilds, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchaser and/or any Permitted Assignee relating in any way to the Excluded Assets, Excluded Liabilities, Excluded Contracts, any Encumbrances (other than Permitted Encumbrances), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

GENERAL

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

18. The Petitioners, the Monitor, the Purchaser and any Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.

19. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

Signature of
☐ Party ☑ Lawyer for the Petitioners

for Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

REGISTRAR

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

Authorized Signing Officer
BOWEN MU

CHECKED

Schedule "A"

List of Petitioners

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

25. Bakhorma, LLC

26. Drunk Parents, LLC

27. Fables Holdings USA, LLC

28. Fables Productions USA Inc.

29. Gossamer Holdings USA, LLC

30. Gossamer Productions USA Inc.

31. Harry Heft Productions, Inc.

32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)

33. I Am Pink Productions, LLC

34. Lucite Desk, LLC

35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)

36. National Anthem ProdCo Inc.

37. Oakland Pictures Holdings, LLC

38. Pathway Productions, LLC

39. Robin Hood Digital PC USA Inc.

40. Robin Hood Digital USA, LLC

41. Solitary Holdings USA, LLC

42. Surrounded Holdings USA, LLC

43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.

45. Brown Amy, LLC

46. Fonzo Production Services Inc.

47. Fonzo, LLC

48. Front Runner, LLC

49. Green Moon Inc.

50. Harmon Films, LLC
51. Harmon Monster Films, Inc.
52. Needle In A Timestack, LLC
53. Para Productions, LLC
54. Red Sea LLC
55. Red Sea Productions Inc.
56. Tully Productions, LLC
57. TWWMD Holdings, LLC
58. TWWMD Productions, Inc.
59. Villains Pictures, LLC
60. Villains Production Services, Inc.
61. Surrounded Productions USA Inc.
62. October Series Holdings, LLC

Schedule "B"

List of Counsel

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

Schedule "C"

Sale Agreement

(see attached)

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Amended and Restated Agreement is made as of the 10th day of January, 2024 (the "**Effective Date**")

AMONG:

BRON MEDIA CORP., a corporation incorporated pursuant to the laws of British Columbia ("**BRON Media**")

– and –

THE ENTITIES LISTED IN SCHEDULE "A", ATTACHED HERETO (collectively with BRON Media, the "**Vendors**")

– and –

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**, a limited partnership formed under the laws of the Province of Ontario (the "**Purchaser**")

WHEREAS:

A. Pursuant to the Order of the Honourable Justice Gomery of the Supreme Court of British Columbia (the "**Court**") issued July 19, 2023 (as amended on July 28, 2023, and as may be further amended or amended and restated from time to time, the "**Initial Order**"), the Vendors were granted, among other things, relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**CCAA**"), and Grant Thornton Limited was appointed as Monitor of the Vendors (in such capacity, the "**Monitor**").

B. In connection with the proceedings initiated by the Initial Order (the "**CCAA Proceedings**"), on July 28, 2023, the Vendors sought and obtained an order of the Court approving, among other things, a sale and investment solicitation process (the "**SISP**"), to be conducted by the Vendors, with the assistance of the Monitor, intended to solicit interest in, and opportunities for, one or more or any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Vendors as a going concern; or (ii) a sale of all, substantially all or one or more components of the Vendors' assets and/or business, as a going concern or otherwise.

C. In accordance with the terms of the SISP, the Purchaser and the Vendors entered into an Asset Purchase Agreement dated October 24, 2023 (the "**Original Agreement**") under which the Vendors agreed to sell substantially all of their assets and assign certain liabilities, and the Purchaser agreed to purchase such assets and assume such liabilities, upon the terms and conditions of the Original Agreement.

D. On November 29, 2023, the Court issued Reasons for Judgement dismissing certain of the Vendors' application for an order, among other things, approving the Original Agreement and the transactions contemplated therein.

E. The Vendors and the Purchaser desire to amend and restate the Original Agreement to provide for the sale by the Vendors of the Purchased Assets (as defined herein), and the purchase of the Purchased Assets and assumption of the Assumed Liabilities (as defined herein) by the Purchaser, subject to, and in accordance with, the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the "**Parties**", and each, a "**Party**") hereby acknowledge and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

"**Accounts Receivable**" means all accounts receivable, notes receivable and other debts due or accruing due to the Vendors.

"**Administration Charge**" has the meaning set out in the Initial Order.

"**Affiliate**" has the meaning given to the term "affiliate" in the *Business Corporations Act*, SBC 2002, c 57.

"**Agreement**" means this amended and restated asset purchase agreement, including any schedules or exhibits appended to this asset purchase agreement, in each case as may be supplemented, amended or amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code, directive, decree or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"**Approval and Vesting Order**" means an order of the Court in the form attached hereto as Schedule "D", and otherwise satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, among other things, approving and authorizing this Agreement and the Transaction and vesting in the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) all of the Purchased Assets.

"**Assignment and Assumption Agreement**" means an assignment and assumption agreement evidencing the assignment to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Vendors' interest in, to and under the Assumed Contracts and the assumption by the Purchaser of all of the Assumed Liabilities, in form and substance satisfactory to the Parties, acting reasonably.

"**Assignment Order**" means an order of the Court pursuant to section 11.3 of the CCAA in the form attached hereto as Schedule "E", and otherwise satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, assigning to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) the rights and obligations of the Vendors under the Assumed Contracts for which a consent, approval or waiver necessary for the assignment of such Assumed Contracts has not been obtained, and which will include, if necessary, a mechanism for the resolution of any disputed Cure Costs.

"**Assumed Contracts**" means the Contracts listed in Schedule "B" (including as such Assumed Contracts may be amended, restated, supplemented or otherwise modified from time to time).

"**Assumed Liabilities**" has the meaning set out in Section 2.3.

"**Authorization**" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

"**Books and Records**" means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Vendors or any of their respective Affiliates in connection with the ownership, operation, production and/or exploitation of the Purchased Assets, including information, documents and records relating to the Assumed Contracts, the Assumed Liabilities, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production accounting statements and records, pitch materials, ultimates calculations, sales estimates, tax rebate and credit calculations, distribution proceeds, audits respecting distribution, participation statements for third parties and participation statements in favor of the Vendors, take and sales prices, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, emails (subject in all respects to Section 9.2(b)), data and information stored electronically, digitally or on computer-related media, excluding the minute books and corporate records. For greater certainty, Books and Records shall not include: (i) information subject to privilege of one or more of the Vendors; or (ii) information in respect of which its disclosure would violate any confidentiality obligations to which the Vendors are bound as at the Closing Time or Applicable Law.

"**Borrowers**" has the meaning set out in the DIP Loan Agreement.

"**BRON Media**" has the meaning set out in the preamble hereto.

"**BRON Media Debt**" means all indebtedness of BRON Media owing to the Purchaser as of the Closing Date pursuant to the Revolving Loan Agreement dated August 8, 2017, as amended pursuant to amending agreements dated October 5, 2017, May 21, 2018, November 19, 2019 and August 7, 2020.

"**Business**" means the business conducted by the Vendors, being digital animation, gaming and live-action production.

"**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia, but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**Cash Payment**" has the meaning set out in Section 3.1(g).

"**CCAA**" has the meaning set out in the recitals hereto.

"**CCAA Charge Amount**" means the aggregate amount sufficient to satisfy the amounts allocated to the Purchased Assets of the Vendors as of the Closing Date, if any, under the Administration Charge, the KERP Charge and the Directors' Charge.

"**CCAA Proceedings**" has the meaning set out in the recitals hereto.

"**Chapter 15 Proceedings**" has the meaning set out in the DIP Loan Agreement.

"**Charges**" has the meaning set out in the Initial Order.

"**Claims**" means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment or reassessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person, complaints, grievance, petition, application, charge, investigation, indictment, prosecution, judgement, debt, liability, damage, or loss, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, known or unknown, disputed or undisputed, contractual, legal or equitable.

"**Closing**" means the closing and consummation of the Transaction.

"**Closing Date**" means the date that is two (2) Business Days after the date upon which the conditions set forth in Article 7 have been satisfied or waived, other than any conditions set forth in Article 7 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Vendors and the Purchaser in writing, each acting reasonably); provided that the Closing Date shall be no later than the Outside Date.

"**Closing Time**" means 12:01 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

"**Consent Required Contract**" has the meaning set out in Section 2.2.

"**Contracts**" means all pending and executory contracts, agreements, deeds, leases, understandings and arrangements (whether oral or written) to which any Vendor is a party or by which such entity is bound or in which such entity has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

"**Court**" has the meaning set out in the recitals hereto.

"**Credit Bid Amount**" means the aggregate amount of the Interim Lender Debt, BRON Media Debt, Robin Hood Debt, Solitary Debt, and Surrounded Debt.

"**Cure Costs**" means, in respect of a Consent Required Contract, all amounts, costs, fees and expenses required to be paid: (i) to remedy all of the Vendors' monetary defaults in relation to such Assumed Contract, other than those arising by reason only of the Vendors' bankruptcy, insolvency or failure to perform a non-monetary obligation; (ii) to secure a counterparty's or any other necessary Person's consent to the assignment of such Consent Required Contract; or (iii) pursuant to the Approval and Vesting Order or the Assignment Order, as applicable, and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to such Consent Required Contract.

"**DIP Amendment**" has the meaning set out in Section 7.1(a).

"**DIP Loan Agreement**" means the DIP Loan Agreement dated July 18, 2023 between the Borrowers and the Purchaser, as amended by the Amendment No. 1 to the DIP Loan Agreement dated October 17, 2023, Amendment No. 2 to the DIP Loan Agreement dated November 8, 2023, Amendment No. 4 to the DIP Loan Agreement dated November 28, 2023, Amendment No. 5 to the DIP Loan Agreement dated December 11, 2023, and as may be further amended, restated, supplemented and/or modified from time to time.

"**Directors' Charge**" has the meaning set out in the Initial Order.

"**Disclaimed Contracts**" has the meaning set out in Section 2.2(f).

"**Effective Date**" has the meaning set out in the preamble hereto.

"**Employee**" means any individual who is employed by any of the Vendors immediately prior to the Closing Date.

"**Employee Plan**" means all plans with respect to the Employees or former Employees to which any of the Vendors is a party to or bound by or to which any of the Vendors has an obligation to contribute relating to retirement savings, pensions, bonuses, profit sharing, deferred compensation, share purchase or share option, share appreciation, phantom stock, incentive compensation, life or accident insurance, hospitalization, health, medical or dental treatment or expenses, disability, unemployment insurance benefits, employee loans, vacation pay, severance or termination pay or other benefit plan.

"**Encumbrance**" means any restriction, security interest, security agreement, debenture, lien, Claim, charge, right of retention, trust, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, assignment (as security), deposit arrangement, direction, hypothec, lease, right of distress, royalty interest, defect of title, legal, equitable or contractual setoff or adverse claim of any nature or kind, mortgage or right of a third party (including any contractual right, such as a purchase option, call or similar right of a third party in respect of securities, right of first refusal, right of first offer or any other Transfer Restriction or pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, including any conditional sale or title retention agreement, or any capital or financing lease.

"***Excise Tax Act***" means the *Excise Tax Act*, RSC, 1985, c. E-15.

"**Excluded Assets**" means all those assets of the Vendors that are not Purchased Assets, including for greater certainty, the Settled Excluded Assets.

"**Excluded Contracts**" means those contracts and other agreements of the Vendors that are not Assumed Contracts.

"**Excluded Liabilities**" has the meaning set out in Section 2.4.

"**Final Recognition Order**" means the order of the U.S. Court entered on August 15, 2023, among other things, recognizing the Initial Order and the CCAA Proceedings.

"**General Conveyance**" means a general conveyance evidencing the conveyance to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably.

"**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), judicial body, regulatory authority, tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation having jurisdiction over the Vendors, the Purchaser, the Purchased Assets or the Assumed Liabilities.

"**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

"**Guilds**" has the meaning set out in Section 2.3(e).

"***Income Tax Act***" means the *Income Tax Act*, RSC, 1985, c. 1 (5th Supp.).

"**Initial Order**" has the meaning set out in the recitals hereto.

"**Intellectual Property**" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations, applications for copyright registration, and moral rights (to the extent assignable); (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) common law and registered trade names, business names, corporate names, domain names and registrations thereto, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property and all rights to each of the items set out in (i)-(viii) above, including all rights to claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right (but not the obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages from a third party.

"**Interim Lender**" has the meaning set out in the Initial Order.

"**Interim Lender Debt**" means all indebtedness of the Borrowers to the Purchaser as of the Closing Date pursuant to the DIP Loan Agreement.

"**Interim Lender's Charge**" has the meaning set out in the Initial Order.

"**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Time.

"**KERP Charge**" has the meaning set out in the Initial Order.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**Media Res Proceeds**" means the sum of $8,069,430.00, plus interest thereon, paid by or on behalf of Media Res Studio, LLC to the Monitor, in trust, pursuant to the Transactions and Settlement Agreement, dated October 27, 2021, among Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.

"**Monitor**" has the meaning set out in the recitals hereto.

"**Monitor's Certificate**" means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties (and Access Road Capital LLC where applicable) that all conditions of Closing have been satisfied or waived by the applicable Parties (and Access Road Capital LLC where applicable) and that the Vendors have received the Purchase Price.

"**Non-Petitioner Entities**" means the following Vendors: Front Runner Productions, Inc.; Brown Amy, LLC; Fonzo Production Services Inc.; Fonzo, LLC; Front Runner, LLC; Green Moon Inc.; Harmon Films, LLC; Harmon Monster Films, Inc.; Needle In A Timestack, LLC; October Series Holdings, LLC; Para Productions, LLC; Red Sea LLC; Red Sea Productions Inc.; Tully Productions, LLC; TWWMD Holdings, LLC; TWWMD Productions, Inc.; Villains Pictures, LLC; Villains Production Services, Inc.; and Surrounded Productions USA Inc.

"**Organizational Documents**" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"**Original Agreement**" has the meaning set out in the recitals hereto.

"**Outside Date**" means 11:59 p.m. (Vancouver time) on February 23, 2024 or such later date and time as the Vendors, with the consent of the Monitor, and the Purchaser may agree to in writing.

"**Parties**" has the meaning set out in the recitals hereto.

"**Party**" has the meaning set out in the recitals hereto.

"**Permitted Assignee**" has the meaning set out in Section 9.10.

"**Permitted Encumbrances**" means all security interests and other interests arising exclusively from the Assumed Liabilities, if any.

"**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"**Petitioners**" has the meaning set out in the Initial Order.

"**Priority Indebtedness**" means the amounts payable by the Vendors that are secured by Encumbrances against the Purchased Assets in favour of any one or more of the Writers Guild of America, West Inc., the Directors Guild of America Inc. or the Screen Actors Guild – America

Federation of Television and Radio Artists, which rank prior to the interests of the Purchaser in its capacity as the Interim Lender in accordance with the Initial Order or as the Pre-Filing Lender, in each case solely to the extent applicable and necessary to satisfy the Credit Bid Amount in accordance with paragraph 34 of the SISP.

"**Pre-Filing Lender**" means Creative Wealth Media Lending LP 2016, in its capacity as lender to: (i) Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC in respect of the Robin Hood Debt; (ii) Solitary Holdings USA, LLC in respect of the Solitary Debt; (iii) Surrounded Holdings USA LLC in respect of the Surrounded Debt; and (iv) BRON Media Corp. in respect of the BRON Media Debt.

"**Projects**" means all protectable works, including, without limitation, motion pictures, audio, visual, and audiovisual works, interactive works, development properties and all literary and written works.

"**Property**" has the meaning set out in the Initial Order.

"**Purchased Assets**" means all of the assets listed at Schedule "C" hereto, and for greater certainty shall exclude all Excluded Assets and Excluded Liabilities.

"**Purchase Price**" has the meaning set out in Section 3.1.

"**Purchaser**" has the meaning set out in the preamble hereto.

"**Representative**" means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates.

"**Robin Hood Debt**" means all indebtedness of Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC pursuant to a loan and security agreement dated as of December 1, 2021 between Robin Hood Digital PC USA Inc. and the Purchaser.

"**Second ARIO**" has the meaning set out in Section 7.1(b).

"**Settlement Agreement**" means the Settlement Agreement among, *inter alios*, the Petitioners, the Purchaser and Access Road Capital LLC dated January 10, 2024.

"**Settlement Approval Order**" means an order of the Court in form and substance satisfactory to the Petitioners, the Purchaser, Access Road Capital LLC and the Monitor, each acting reasonably, among other things, approving and authorizing the Settlement Agreement and Letter Agreement (as defined in the Settlement Agreement), approving the distribution of the Settled Excluded Media Res Proceeds to Access Road Capital LLC and approving the distribution of the Settled Included Media Res Proceeds to the Purchaser in its capacity as the Interim Lender.

"**Settled Excluded Assets**" means the Settled Excluded Media Res Proceeds and the Settled Excluded Equity Interests.

"**Settled Excluded Equity Interests**" the issued and outstanding shares in the capital, equity securities or membership interests or units, of Media Res Studio LLC, Picturestart, LLC and Emjag Productions, Inc. owned by the Vendors or any of the Vendors' Affiliates, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities.

"**Settled Included Media Res Proceeds**" means $1,100,000.00 of the Media Res Proceeds.

"**Settled Excluded Media Res Proceeds**" means the Media Res Proceeds less $1,100,000.00.

"**SISP**" has the meaning set out in the recitals hereto.

"**Solitary Debt**" means all indebtedness of Solitary Holdings USA, LLC to the Purchaser as of the Closing Date pursuant to a loan and security agreement dated as of August 5, 2020 among Solitary Holdings USA, LLC, Windor Productions BC Inc. and the Purchaser.

"**Surrounded Debt**" means all indebtedness of Surrounded Holdings USA LLC to the Purchaser as of the Closing Date pursuant to a loan and security agreement dated as of November 30, 2020 among Surrounded Holdings USA, LLC, Surrounded Productions USA Inc. and the Purchaser, as amended by an amendment no. 1 dated as of December 22, 2021 and by an amendment no. 2 dated as of August 31, 2022.

"**Taxes**" means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties, fees, assessments, imposts, levies and other charges of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, fines, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"**Transaction**" means all of the transactions contemplated by this Agreement, including the purchase and sale of the Purchased Assets.

"**Transfer Restrictions**" means any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests.

"**Transfer Taxes**" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges imposed by a Governmental Authority, including any related penalties and interest, in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST.

"**Transferred Permits**" means all authorizations, approvals, plans, franchises, orders, certificates, consents, directives, notices, licences, permits, waivers, variances, registrations or other rights or privileges issued to or required of the Vendors by or from any Governmental Authority in relation to any of the Purchased Assets, to the extent transferrable, relating to, or required for the operation or use of the Purchased Assets or any part thereof.

"**Transition Agreement**" means an agreement between the Purchaser and the Vendors on terms acceptable to the Purchaser, the Vendors and the Monitor, each acting reasonably, pursuant to which the Vendors shall provide the Purchaser with such transition services as may reasonably be requested by the Purchaser after the Closing Date to give effect to the Transaction and the transfer of the Purchased Assets to the Purchaser, including by the retention of any Transition Contractors after the Closing Date as may be requested by the Purchaser.

"**Transition Contractors**" means the Employees, consultants or independent contractors retained by the Vendors designated by the Purchaser no later than five (5) Business Days following the granting of the Approval and Vesting Order, if any, to remain employed or be retained by the Vendors, on the Purchaser's behalf, after the Closing Date until no later than February 23, 2024 (unless extended upon mutual agreement of the Purchaser, the Vendors and the Monitor, each acting reasonably) on the terms set out in the Transition Agreement.

"**U.S. Court**" means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

"**U.S. Recognition Orders**" means one or more orders of the U.S. Court in form and substance satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, among other things, recognizing the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order and, if applicable, any Assignment Order.

"**Vendors**" has the meaning set out in the recitals hereto.

"**Vendor Controlled Subsidiaries**" has the meaning set out in Section 9.1.

"**Warranties**" means, to the extent transferable, any existing warranties, guarantees, indemnitees and representations in favour of the Vendors and/or their successors in interest in connection with the (i) development, production and/or services of third parties or transfers of rights in and to or in respect of any of the Purchased Assets and/or (ii) construction, condition or operation of any of the equipment forming part of the Purchased Assets or any component thereof or any improvements made thereto (other than the Excluded Assets).

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States of America.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Vancouver time) on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

(a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.

(b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(c) *Headings.* The inclusion in this Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.

(e) *Words of Inclusion.* Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

(f) *References to this Agreement.* The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

(h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

(i) *No Strict Construction.* The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party, including, without limitation, the doctrine of *contra proferentum.*

1.6 Schedules & Amendments to Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

Schedule "A"	-	Vendors
Schedule "B"	-	Assumed Contracts
Schedule "C"	-	Purchased Assets
Schedule "D"	-	Approval and Vesting Order
Schedule "E"	-	Assignment Order

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2
PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets

(a) Subject to the terms and conditions of this Agreement and except for the Excluded Assets, at the Closing and effective as of the Closing Time, the Vendors hereby agree to sell, assign and transfer to the Purchaser pursuant to the Approval and Vesting Order and any applicable Assignment Order, and the Purchaser agrees to purchase from the Vendors, the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any right thereunder if an assignment or transfer by the Vendors to the Purchaser as contemplated hereunder is not permitted or enforceable under Applicable Law.

2.2 Assumed Contracts

In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of the counterparties to them or any other Person (each a "**Consent Required Contract**"):

(a) the Vendors, at the direction of and in consultation with the Purchaser, shall use their commercially reasonable efforts to obtain any such consent, approval or waiver, all on terms and conditions acceptable to the Purchaser, acting reasonably, and shall regularly apprise the Purchaser on the status of same. The Purchaser shall provide its reasonable cooperation to assist the Vendors in obtaining any such consent, approval or waiver;

(b) if any consent, approval or waiver is not obtained for the assignment of any Consent Required Contract to the Purchaser, on terms acceptable to the Purchaser, acting reasonably, the Vendors shall bring an application to the Court for issuance of an Assignment Order with respect to such Consent Required Contract contemporaneously with the Vendors' application for the issuance of the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order in accordance with Section 5.1(a);

(c) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained, or the assignment of such Contract has been ordered by the Court pursuant to an

Assignment Order, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing;

(d) with respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the applicable Cure Costs related to such Consent Required Contract on Closing shall be paid by the Purchaser in accordance with the Assignment Order or in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty, as applicable;

(e) subject to Sections 2.2(b) and 7.2(a), if any consent, approval, waiver or Assignment Order required to assign a Consent Required Contract has not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract and all such Consent Required Contracts shall be deemed to be Excluded Contracts; and

(f) at the request of and in consultation with the Purchaser, the Vendors shall disclaim or seek to disclaim any Excluded Contracts at any time (collectively, the "**Disclaimed Contracts**"); provided that the Vendors shall be under no obligation to disclaim or seek to disclaim any Excluded Contract which the Vendors (or any one or more of them) are marketing to another party or have entered into an agreement to sell.

2.3 Assumed Liabilities

Subject to the Closing, and except for the Excluded Liabilities, the Purchaser shall assume and perform, discharge and pay when due the following obligations and Liabilities of the Vendors (collectively, the "**Assumed Liabilities**"):

(a) all debts, Liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time, in each case provided that such debts, obligations or Liabilities are not due, arising from, or attributable to any default, breach or violation by the Vendors of any term or condition of this Agreement;

(b) the obligation and Liability of the Vendors to pay Cure Costs in respect of any Consent Required Contract in accordance with Section 2.2(d);

(c) all debts, Liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time;

(d) the Priority Indebtedness; and

(e) all obligations owing from any Vendor to the Directors Guild of America, Inc., the Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West., Inc., and to any other labour union (collectively, the "**Guilds**") arising from a collective bargaining agreement between any Vendor or Vendors and any one or more of the Guilds, including but not limited to all obligations owing from any Vendor to one or more Guilds for the payment of residuals, including, without limitation, security agreements, collection account management agreements, assumption agreements, intercreditor agreements, interparty agreements, guarantee agreements, and any cash deposits or reserves held by any Guild.

2.4 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any debts, Liabilities or other obligations of or Claims against the Vendors (collectively, the "**Excluded Liabilities**"), including:

(a) all debts, Liabilities, obligations or claims related to any Excluded Asset, including all obligations owing by the Vendors pursuant to any Excluded Contract;

(b) all debts, Liabilities and obligations related to any Purchased Asset or the Business arising out of or related to the period prior to the Closing Time;

(c) all Liabilities of the Vendors under the Assumed Contracts incurred prior to the Closing Time, excluding any applicable Cure Costs payable in accordance with Section 2.2(d) and Section 2.3(b);

(d) all obligations and Liabilities owing by the Vendors to any shareholder, director, officer or affiliate;

(e) all obligations, Liabilities or Claims relating to, resulting from or arising out of the employment or termination of any Employee of the Vendors, including any Employee Plan;

(f) all obligations, Liabilities or Claims relating to the Disclaimed Contracts;

(g) all Taxes imposed on or relating to the Vendors or any of their Representatives or Affiliates and all Taxes imposed on or relating to the Purchased Assets that are attributable to any pre-Closing tax period whether or not any such period ends on or before the Closing Date (other than any Transfer Taxes payable by the Purchaser in accordance with Section 3.4);

(h) all debts, Liabilities and obligations of the Vendors arising under this Agreement, including for certainty, all legal, accounting, broker, financial advisor or other professional fees, costs and expenses incurred by the Vendors in connection with the CCAA Proceedings, this Agreement or the Transaction;

(i) all debts, Liabilities and obligations of the Vendors that are vested from the Purchased Assets pursuant to the Approval and Vesting Order, including all debts, Liabilities and obligations of the Vendors under the Administration Charge, KERP Charge and Directors' Charge; and

(j) all Claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Time.

2.5 Right to Modify the Purchased Assets and Assumed Contracts

From and after the Effective Date until the date that is (i) three (3) days prior to the date upon which the application for the Approval and Vesting Order is scheduled to be heard by the Court in the case of undertakings, property and assets of the Vendors (other than any Contracts) and (ii) five (5) days prior to the date upon which the application for the granting of an Assignment Order is scheduled to be heard by the Court in the case of any Contracts, the Purchaser shall be entitled, by notice in writing to the Monitor, and the Vendors, to:

(a) add any of the undertakings, property and assets of the Vendors to the Purchased Assets, which undertakings, property and assets shall, and shall be deemed to be Purchased Assets and shall be acquired by or transferred or assigned to the Purchaser at Closing;

(b) add any Contracts to the Assumed Contracts, which Contracts shall, and shall be deemed to be Assumed Contracts and shall be acquired by or transferred or assigned to the Purchaser at Closing; and

(c) add any Liabilities to the Assumed Liabilities, which Liabilities shall, and shall be deemed to be Assumed Liabilities and shall be assumed by the Purchaser at Closing.

No change to the Credit Bid Amount shall result from the addition of any undertakings, property, assets, Contracts or Liabilities to the Purchased Assets, Assumed Contracts and Assumed Liabilities pursuant to this Section 2.5. Notwithstanding the foregoing, the Purchaser may not include in the Purchased Assets any of the Settled Excluded Assets.

2.6 Right to Modify the Excluded Assets and Excluded Contracts

From and after the Effective Date until the date that is (i) seven (7) days prior to the Closing Date in the case of undertakings, property and assets of the Vendors (other than any Contracts) and (ii) one (1) day prior to the Closing Date in the case of any Contracts, the Purchaser shall, by notice in writing to the Vendors and the Monitor, be entitled to:

(a) exclude any of the undertakings, property and assets of the Vendors from the Purchased Assets, which undertakings, property and assets shall, and shall be deemed to be Excluded Assets and shall not be acquired by or transferred or assigned to the Purchaser at Closing; and

(b) exclude any Contracts from the Assumed Contracts, which Contracts shall, and shall be deemed to be Excluded Contracts and shall not be acquired by or transferred or assigned to the Purchaser at Closing.

No change to the Credit Bid Amount shall result from the exclusion of any undertakings, property, assets, Contracts or Liabilities from the Purchased Assets, Assumed Contracts and Assumed Liabilities pursuant to this Section 2.6. Notwithstanding the foregoing, the Purchaser may not exclude any of the Priority Indebtedness from the Liabilities classified as "Assumed Liabilities", as applicable.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Purchased Assets shall compromise of the following amounts (in the aggregate, the "**Purchase Price**"), in each case exclusive of Transfer Taxes:

(a) an amount equal to the Interim Lender Debt;

(b) an amount equal to the BRON Media Debt;

(c) an amount equal to the Robin Hood Debt;

(d) an amount equal to the Solitary Debt;

(e) an amount equal to the Surrounded Debt;

(f) an amount equal to the Assumed Liabilities, payable on, accruing to, or arising prior to the Closing Time; and

(g) the sum of $9,500.00 (the "**Cash Payment**").

3.2 Allocation of the Purchase Price

The Purchaser and the Vendors shall agree upon the allocation of the Purchase Price in respect of the Purchased Assets, both acting reasonably, within thirty (30) days following Closing or by such other date as the Parties agree. Such allocation shall be determined in accordance with Applicable Law. The Parties shall report the purchase and sale of the Purchased Assets for all federal, provincial and local tax purposes in accordance with the agreed upon allocation and this Agreement.

3.3 Satisfaction of the Purchase Price

The Purchase Price shall be satisfied by the Purchaser as follows, and the Vendors hereby direct the Purchaser to satisfy the Purchase Price in accordance with this Section 3.3 and this shall be the Purchaser's good and sufficient authority for so doing:

(a) as to the amounts referred to in Sections 3.1(a), by the Purchaser releasing the Borrowers from repayment of all amounts owing thereunder;

(b) as to the amounts referred to in Sections 3.1(b)-3.1(e), by the Purchaser releasing the Vendors from repayment of all amounts owing thereunder;

(c) as to the amount referred to in Section 3.1(f), by the Purchaser assuming, performing, and/or discharging such Assumed Liabilities as and when they become due; and

(d) as to the amount referred to in Section 3.1(g), by the Purchaser paying the Cash Payment by wire transfer of immediately available funds to the Vendors.

For greater certainty, the assumption by the Purchaser of the Assumed Liabilities has been taken into account with respect to the determination of the aggregate Purchase Price payable pursuant to this Article 3 and the assumption of such Assumed Liabilities by the Purchaser does not (except to the extent such liabilities are payable on, accruing to, or arising prior to the Closing Time) constitute separate or additional consideration hereunder in respect of the Purchased Assets.

3.4 Tax Matters

The Parties agree that:

(a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay any applicable Transfer Taxes on the Purchaser's acquisition of the Purchased Assets in addition to the Purchase Price, either to the Monitor on behalf of the Vendors or directly to the appropriate Governmental Authority, as required by Applicable Law;

(b) if applicable, the Vendors and the Purchaser shall each jointly elect under section 167 of the *Excise Tax Act* and any equivalent or comparable corresponding provision under any applicable provincial or territorial legislation, in the form prescribed for the purposes of each such provision, that no GST/HST will be payable in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such elections with the applicable tax authorities within the time and in the manner required by the Applicable Law; and

(c) the Purchaser and the Vendors shall also execute and deliver such other tax elections and forms as they may mutually agree upon.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendors

The Vendors hereby represent and warrant as of the date hereof and as of the Closing Time as follows, and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Incorporation and Status. The Vendors are corporations incorporated and existing under the statutes of the jurisdiction identified next to their names in Schedule "A", and are in good standing under such statutes and have the power and authority to enter into, deliver and perform their obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order in respect of the matters to be approved therein, performance by the Vendors of this Agreement has been authorized by all necessary corporate action on the part of the Vendors.

(c) No Conflict. The execution, delivery and performance by the Vendors of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Vendors.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendors and constitutes a legal, valid and binding obligation of the Vendors, enforceable against them in accordance with its terms, subject only to obtaining the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order.

(e) No Proceedings. Unless otherwise known to the Purchaser, there are no proceedings pending against the Vendors or, to the knowledge of the Vendors, threatened, with respect to, or in any manner affecting, the Purchased Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Assets or the Closing of the Transaction as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendors from fulfilling any of their obligations set forth in this Agreement.

(f) No Consents or Authorizations. Subject only to obtaining the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order, and any consents, approvals or waivers required in connection with the assignment of the Assumed Contracts, no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Vendors, and each of the agreements to be executed and delivered by the Vendors hereunder or the sale of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Vendors to consummate the Transaction.

(g) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement and unless otherwise known to the Purchaser, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendors of the Purchased Assets.

(h) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement for which the Purchaser will be liable or responsible.

(i) Assumed Contracts. The Contracts listed in Schedule "B" include all of the Contracts necessary to establish the Vendors' right, title and interest in and to the Purchased Assets and for the Purchaser to acquire, and obtain the benefit of, all of the Purchased Assets (in each case solely to the extent Contracts are required in respect of the same).

(j) Taxable Canadian Property. With respect to each Vendor, either:

(i) such Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (and, if such Vendor is a partnership, such Vendor is a "Canadian partnership" as defined in the *Income Tax Act*); or

(ii) if such Vendor is a non-resident of Canada for purposes of the *Income Tax Act* (or a partnership other than a "Canadian partnership" as defined in the *Income Tax Act*), then the Purchased Assets acquired from such Vendor under this Agreement do not constitute (and are not deemed to constitute) "taxable Canadian property" to the Vendor within the meaning of the *Income Tax Act*, and without limiting the foregoing, such Vendor does not carry on business in Canada for purposes of the *Income Tax Act*.

4.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendors as of the date hereof and as of the Closing Time, and acknowledges that, the Vendors are relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

(a) Formation and Status. The Purchaser is a limited partnership formed and existing under the *Limited Partnerships Act* (Ontario), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser's general partner.

(c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order.

(e) No Proceedings. Unless otherwise known to the Vendors, there are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin, delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.

(f) No Consents or Authorizations. Subject only to obtaining the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order, and any consents, approvals or waivers required in connection with the assignment of the Assumed Contracts (including any Assignment Order), no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Purchaser, and each of the agreements to be executed and delivered by the Purchaser hereunder or the purchase of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Purchaser to consummate the Transaction.

(g) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement entered into by the Purchaser for which the Purchaser will be liable or responsible.

(h) Solvency. The Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

4.3 As is, Where is

The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Assets shall be sold and delivered to the Purchaser on an "*as is, where is*" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, the Purchaser acknowledges and agrees that: (i) no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, including with respect to the Purchased Assets; and (ii) the Monitor has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the Transaction contemplated hereby, including with respect to the Purchased Assets. The disclaimer in this Section 4.3 is made notwithstanding the delivery or disclosure to the Purchaser or its Representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement). Without limiting the generality of the foregoing and unless and solely to the extent expressly set forth in this Agreement or in any documents required to be delivered pursuant to this Agreement, any and all conditions, warranties or representations, expressed or implied, pursuant to Applicable Law do not apply hereto and are hereby expressly waived by the Purchaser. The Purchaser further acknowledges, agrees and confirms that it has conducted its own investigations, due diligence and analysis in satisfying itself as to all matters relating to the Vendors and their assets, liabilities and business.

Until Closing, the Purchased Assets shall remain at the risk of the Vendors. After Closing occurs, the Purchased Assets shall be at the sole risk of the Purchaser regardless of the location of the Purchased Assets.

ARTICLE 5
COVENANTS

5.1 Application for the Second ARIO, the Approval and Vesting Order and Petition for the U.S. Recognition Orders

Subject to the requirements of Section 2.2:

(a) each of the Parties shall use its commercially reasonable efforts to: (i) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction; and (ii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law. Among other things, the Parties agree that this shall require the Vendors, as promptly as practicable after execution and delivery of this Agreement, to serve and file with the: (i) Court an application for the issuance of the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order and any Assignment Order; and (ii) U.S. Court a petition for the issuance of the U.S. Recognition Orders;

(b) the Vendors shall: (i) provide the Purchaser with a reasonable opportunity to review and comment upon all materials filed by the Vendors with the Court and the U.S. Court in accordance with this Section 5.1 at least two (2) Business Days in advance of such filing, which materials shall be consistent with the terms and conditions of this Agreement; and (ii) provide notice of the application for the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order and any Assignment Order and petition for the U.S. Recognition Orders on all Persons as may be required by the Purchaser, including, without limitation, all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary or advisable by the Vendors or the Purchaser. The Vendors shall promptly inform and provide the Purchaser with copies of responses or objections received by them relating to this Agreement or the Transaction in the event the Vendors or their counsel have reason to believe that counsel to the Purchaser has not already separately received copies of the same; and

(c) if the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order, any Assignment Order or the U.S. Recognition Orders shall be appealed or any application or petition for rehearing or reargument shall be filed with respect thereto, the Vendors agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, application, or motion.

5.2 Actions to Satisfy Closing Conditions

Each of the Parties shall use its commercially reasonable efforts to take or cause to be taken, all appropriate action, and do, or cause to be done all things necessary, proper or advisable under Applicable Law to consummate and make effective, as soon as reasonably practicable and in any event prior to the Outside Date, the transactions contemplated by this Agreement (including the transfer to the Purchaser of title to the Purchased Assets) and, without limiting the generality of the foregoing, each Party shall:

(a) use its commercially reasonable efforts to take such actions as are, at the time of such action, within its power to control and to cause other actions to be taken which are not within its power to control, so as to facilitate the fulfillment of all of the conditions precedent to the other Party's obligations to consummate the Transaction provided for in Section 7.1, Section 7.2 and Section 7.3; and

(b) not take any action, or refrain from taking any action and use commercially reasonable efforts to not permit any action to be taken or not taken, which would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement.

The Purchaser hereby agrees, and hereby agrees to cause its Representatives to, keep the Vendors informed on a reasonably current basis, as reasonably requested by the Vendors or the Monitor, as to the Purchaser's progress in terms of the satisfaction of the conditions precedent contained herein. The Vendors hereby agree, and hereby agree to cause their Representatives to, keep the Purchaser informed on a reasonably current basis, as reasonably requested by the Purchaser, as to the Vendors' progress in terms of the satisfaction of the conditions precedent contained herein.

5.3 Access to Information and Investigation by the Purchaser

Until the Closing Date, the Vendors shall furnish to the Purchaser's Representatives engaged in the transactions contemplated by this Agreement during normal business hours full access to the Purchased Assets, including all of the Books and Records relating solely to the Purchased Assets and the Assumed Liabilities, and shall furnish them with all such information relating solely to the Purchased Assets and the Assumed Liabilities as the Purchaser may reasonably request solely in connection with the Transaction; provided that any such access shall be in accordance with Applicable Law (including any orders of any Governmental Authority that would restrict, limit or otherwise hinder such access), in such a manner as to maintain confidentiality and not to unreasonably interfere with the normal operations of the Vendors' Business. The Purchaser and its Representatives further agree to abide by any safety rules or rules of conduct reasonably imposed by the Vendors with respect to such access and any information furnished to it or its Representatives pursuant thereto. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require the Vendors to disclose: (i) due diligence questions, lists or investigations conducted by others, names, bids, letters of intent, expressions of interest, or other proposals received from others in connection with the Transaction or other information and analyses relating to such communications; or (ii) information (A) subject to privilege, (B) which would conflict with any confidentiality obligations to which the Vendors are bound or (C) in violation of Applicable Law.

5.4 Interim Period

During the Interim Period, except (i) as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), (ii) as necessary in connection with the CCAA Proceedings, (iii) as otherwise provided in the Initial Order and any other Court orders prior to the Closing Time, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Vendors shall:

(a) remain in possession of the Purchased Assets, use the Purchased Assets only in the ordinary course of business in all material respects consistent with past practice and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions, modifications or maintenance in the ordinary course of business, including by maintaining in full force and effect all material insurance policies and binders relating to the Purchased Assets and give any notice or present any Claim under any such insurance policies and binders consistent with the past practice of the applicable Vendors in the ordinary course of business;

(b) not transfer, lease, license, sell, abandon, create any Encumbrance on, or otherwise dispose of any of the Purchased Assets or any portion thereof or interest therein, other than in the ordinary course of business in all material respects consistent with past practice;

(c) not amend in any material respect or in a manner outside the ordinary course of business in all material respects consistent with past practice any Assumed Contract that forms a part of the Purchased Assets or waive any material provision or right thereunder or surrender, disclaim, terminate or assign any such Assumed Contract;

(d) keep the Purchaser reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any tax or regulatory investigation or any other investigation by a Governmental Authority or action involving the Vendors or the Purchased Assets, provided that nothing in this Section 5.4(d) shall require the Vendors to disclose information: (i) subject to privilege; (ii) which would conflict with any confidentiality obligations to which the Vendors are bound; or (iii) in violation of Applicable Law; and

(e) not enter into any material contract or other material written agreement in respect of or materially applicable to any of the Purchased Assets.

5.5 Post-Closing Accounts Receivable

Within five (5) Business Days following the Closing Date, and prior to the termination of the CCAA Proceedings or any assignment in bankruptcy, the Vendors shall deliver a notice, in form and substance satisfactory to the Purchaser, acting reasonably, and duly executed by the Vendors, to the account debtors of, and all applicable collection account managers, agents and/or administrators with respect to, the Accounts Receivable and the Assumed Contracts included in the Purchased Assets regarding the transfer of the Accounts Receivable and the Assumed Contracts and directing that all further payments thereunder be made to the Purchaser. Any Accounts Receivable forming part of the Purchased Assets collected by the Vendors, the Monitor or any trustee-in-bankruptcy appointed with respect to the Vendors (or other proceeds collected or derived from a Purchased Asset by the Vendors, the Monitor or such trustee-in-bankruptcy), other than the Purchase Price paid hereunder, from and after the Closing Date shall be held in trust for the benefit of the Purchaser, and such funds shall not form part of the Vendors' estate or otherwise be made available to the Vendors' stakeholders, and, upon receipt following the Closing, shall promptly be paid to, and for the benefit of, the Purchaser in accordance with its rights under this Agreement.

If after Closing, the Purchaser or any of its Permitted Assignees receives or otherwise comes to possess any Excluded Assets, the Purchaser will promptly (i) give written notice to the Vendors and the Monitor and (ii) transfer, assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) such assets to the Vendors at the Vendors' sole expense. Prior to any such transfer, the Purchaser or its applicable Permitted Assignees receiving or possessing any such Excluded Asset will hold it in trust for the benefit of the Vendors. The Purchaser will cooperate with the Vendors and use its commercially reasonably efforts to set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 5.5.

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place electronically on the Closing Date effective as of the Closing Time (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

6.2 Vendors' Closing Deliveries

At the Closing Time, the Vendors shall execute and deliver or cause to be delivered, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;

(b) a true copy of the Second ARIO, as issued and entered by the Court;

(c) a true copy of the Approval and Vesting Order, as issued and entered by the Court;

(d) a true copy of the Settlement Approval Order, as issued and entered by the Court;

(e) a true copy of any Assignment Order, as issued and entered by the Court;

(f) true copies of the U.S. Recognition Orders, as issued and entered by the U.S. Court;

(g) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Vendors;

(h) the General Conveyance, duly executed by the Vendors;

(i) the Assignment and Assumption Agreement, duly executed by the Vendors;

(j) if applicable the Transition Agreement, duly executed by the Vendors;

(k) a certificate of an officer of each Vendor dated as of the Closing Date confirming that all of the representations and warranties of such Vendor contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that such Vendor has performed in all material respects the covenants to be performed by it prior to the Closing Time; and

(l) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall execute and deliver or cause to be delivered, as the case may be, to the Vendors (or to the Monitor, as applicable), the following, each of which shall be in form and substance satisfactory to the Vendors, acting reasonably:

(a) payment to the Monitor (or evidence of payment by the Purchaser to the relevant Governmental Authorities) of all Transfer Taxes required by Applicable Law to be collected on Closing, in accordance with Section 3.4;

(b) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Purchaser;

(c) the General Conveyance, duly executed by the Purchaser;

(d) the Assignment and Assumption Agreement, duly executed by the Purchaser;

(e) if applicable the Transition Agreement, duly executed by the Purchaser;

(f) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;

(g) payment to the Vendors of the Cash Payment in accordance with Section 3.1(g); and

(h) such other agreements, documents and instruments as may be reasonably required by the Vendors to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7
CONDITIONS OF CLOSING

7.1 Conditions Precedent in Favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

(a) Amendment to the DIP Loan Agreement. The Purchaser and the Vendors shall have entered into one or more amendments to the DIP Loan Agreement (collectively, the "**DIP Amendment**") pursuant to which, among other things, (i) the Non-Petitioner Entities shall be added as "Borrowers" under the DIP Loan Agreement and (ii) the maturity date under the DIP Loan Agreement shall be extended to February 23, 2024.

(b) Second Amended and Restated Initial Order. The Court shall have issued a second amended and restated Initial Order (the "**Second ARIO**"), among other things, (i) adding the Non-Petitioner Entities as "Petitioners" in the CCAA Proceedings and (ii) approving the DIP Amendment, which Second ARIO shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(c) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(d) Settlement Approval Order. The Court shall have issued and entered the Settlement Approval Order, which Settlement Approval Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(e) U.S. Recognition Orders. The U.S. Court shall have issued and entered the U.S. Recognition Orders, which U.S. Recognition Orders shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(f) No Order. No Applicable Law and no final or non-appealable judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction or modifies or amends the Second ARIO, the Approval and Vesting Order, the Assignment Order, if any, or the U.S. Recognition Order, in each case in a manner materially adverse to the Purchaser.

(g) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

(h) Monitor's Certificate. The Monitor shall have provided an executed copy of the Monitor's Certificate confirming that all conditions to Closing have either been satisfied or waived by both the Purchaser and the Vendors (with respect to the conditions 7.1(a) – (i)) or each of the Purchaser, the Vendors, and Access Road Capital LLC (with respect to condition 7.1(j)), as applicable.

(i) Transition Agreement. If requested by the Purchaser, the Vendors and the Purchaser shall have entered into the Transition Agreement.

(j) Settlement Agreement: The Effective Date (as defined in the Settlement Agreement) shall have occurred.

The foregoing conditions 7.1 (a) – (i) are for the mutual benefit of the Parties and condition 7.1(j) is for the mutual benefit of the Parties and Access Road Capital LLC as third-party beneficiary thereof. If any condition set out in this Section 7.1 is not satisfied, performed, or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement. For greater certainty, the condition set out in Section 7.1(j) cannot be waived without the written consent of each of the Parties and Access Road Capital LLC.

7.2 Conditions Precedent in Favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Assignment Order. The Court shall have issued and entered any Assignment Order requested by the Purchaser, which Assignment Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(b) Vendors' Deliverables. The Vendors shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.

(c) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects: (i) as of the

Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(d) No Breach of Covenants. The Vendors shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendors on or before the Closing Date.

(e) Stay of Proceedings. All stays of proceedings contained in the Initial Order and the Final Recognition Order shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not materially prejudicial to the Purchaser or which does not materially adversely affect the Purchaser's rights under this Agreement or the Purchased Assets.

(f) Existing Court Orders. The Initial Order, the SISP Order and the Final Recognition Order shall be in full force and effect and shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Purchaser.

(g) No Default. No default or event of default shall have occurred or shall be continuing under the DIP Loan Agreement.

(h) Allocation. Any allocation of the Charges amongst the Property sought pursuant to the Initial Order or proposed in connection with the SISP, the Approval and Vesting Order, this Agreement or the Transaction, shall be satisfactory to the Purchaser in its sole discretion.

(i) CCAA Charge Amount. The CCAA Charge Amount shall have been pre-funded pursuant to the DIP Loan Agreement or otherwise satisfied from the Vendors' cash on hand.

(j) Obligations Due to the Guilds. The aggregate total of the Liabilities to the Guilds arising out of or related to the period prior to the Closing Time and assumed pursuant to Section 2.3(e) shall not exceed $50,000.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in this Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendors to terminate this Agreement.

7.3 Conditions Precedent in Favour of the Vendors

The obligation of the Vendors to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendors at the Closing all the documents and payments contemplated in Section 6.3.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the

Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

(d) Payment of the Non-Petitioners' Petitioners. The fees and expenses to be incurred in connection with the addition of the Non-Petitioner Entities as "Petitioners" in the CCAA Proceedings and the filing of the Non-Petitioner Entities' petitions for relief in the Chapter 15 Proceedings shall have been funded under the DIP Loan Agreement.

The foregoing conditions are for the exclusive benefit of the Vendors. Any condition in this Section 7.3 may be waived by the Vendors in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendors only if made in writing. If any condition set out in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Vendors may elect on written notice to the Purchaser to terminate this Agreement.

ARTICLE 8
TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

(a) by the mutual written agreement of the Vendors (with the consent of the Monitor) and the Purchaser;

(b) by the Purchaser upon written notice to the Vendors if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order are not obtained on or before January 17, 2024 (subject to availability of the Court); provided in each case that the failure to close or obtain such order, as applicable, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement;

(c) by written notice from the Purchaser to the Vendors if there has been a material breach by the Vendors of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendors, and such breach has not been cured within five (5) days following the date upon which the Vendors received such notice, unless the Purchaser is in material breach of its obligations under this Agreement; or

(d) by written notice from the Vendors (with the consent of the Monitor) to the Purchaser if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendors, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendors have provided prior written notice of such breach to the Purchaser, and such breach has not been cured within five (5) days following the date upon which the

Purchaser received such notice, unless any one or more of the Vendors are in material breach of their obligations under this Agreement.

8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder. Under no circumstances shall either of the Parties or their respective Representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

8.3 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

ARTICLE 9
GENERAL

9.1 Binding on Subsidiaries

Each of the Vendors acknowledges and agrees that it is entering into this Agreement on behalf of itself and on behalf of each of its wholly-owned and/or controlled subsidiaries (including, without limitation, any entities for which one or more of the Vendors are member managers), and that any and all grants of rights contained in this Agreement is intended to include any and all of the Purchased Assets owned or controlled by each Vendor and any and all of the Purchased Assets owned or controlled by each Vendor's wholly-owned and/or controlled subsidiaries (the "**Vendor Controlled Subsidiaries**"), only to the extent necessary to sell, assign and transfer the Purchased Assets to the Purchaser. For greater certainty, the Vendor Controlled Subsidiaries shall not be obliged to sell, convey, assign or transfer any Excluded Asset to the Purchaser.

9.2 Access to Books and Records

(a) For a period of two (2) years from the Closing Date or for such longer period as may be reasonably required for the Vendors (or any trustee in bankruptcy of the estate of any of the Vendors) to comply with any Applicable Law, the Purchaser shall retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Monitor and the Vendors (or trustee in bankruptcy of the estate of the Vendors) have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

(b) Notwithstanding any other term in this Agreement, emails within the Vendors' possession immediately prior to Closing that form part of the Purchased Assets will not be delivered to the Purchaser (other than in accordance with the terms of this Section 9.2) and will only be preserved on data systems held by Adam Davids Law, PLLC and by a Canadian law firm to be selected solely by the Vendors. Emails related to the Purchased Assets (and only those emails) can be accessed by the Purchaser upon request to the Vendor, subject to review by a third party, selected by the Vendors and the Purchaser, acting reasonably, for privilege, confidentiality, restrictions under Applicable Law, and relevance to the

Purchased Assets. All expenses, costs and fees related to such requests shall be borne solely by the Purchaser.

9.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by same-day courier or by read-receipted email, addressed:

(a) in the case of the Purchaser, as follows:

Creative Wealth Media Lending LP 2016
c/o Creative Wealth Media GenPar Ltd.
151 Bloor Street West, Suite 700
Toronto, ON M5S 1S4

Attention: Richard McConnell
Email: Richard.McConnell@cwmoviefund.ca

with a copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attention: Peter Dunne, Mike Shakra and Joshua Foster
Email: dunnep@bennettjones.com; shakram@bennettjones.com; fosterj@bennettjones.com

(b) in the case of the Vendors, as follows:

c/o BRON Media Corp.
Suite 1700, Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Aaron Gilbert

Email: agilbert@bronstudios.com

with a copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 4A9

Attention: Asim Iqbal
Email: aiqbal@millerthomson.com

(a) in each case, with a further copy to the Monitor as follows:

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

Attention: Mark Wentzell
Email: Mark.Wentzell@ca.gt.com

with a copy to:

Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: John Birch
Email: jbirch@cassels.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.4 Public Announcements

Subject to Section 5.1(b), the Vendors and the Monitor shall be entitled to disclose this Agreement to the Court, the U.S. Court and the parties in interest in the CCAA Proceedings and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Subject to the forgoing, no press release or other announcement concerning the Transaction shall be made by the Purchaser or the Vendors without the prior consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Survival

The representations and warranties of the Parties contained in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction shall merge on Closing, provided that the representations, warranties and covenants of the Parties contained in this Agreement and in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction to be performed after the Closing, or which by their terms survive Closing, shall survive Closing and remain in full force and effect.

9.7 Entire Agreement

This Agreement and the attached Schedules hereto, and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Vendors (with the consent of the Monitor) and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of British Columbia therefrom.

9.10 Assignment; Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as specifically provided herein, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Monitor and the Parties and their successors and permitted assigns. Subject to the following sentence, no Party may assign its right or benefits under this Agreement without the consent of the other Party and the Monitor. Notwithstanding the foregoing, the Purchaser may, from time to time prior to the application for the Approval and Vesting Order, upon prior notice to the Vendors and the Monitor (and without their respective prior written consent), assign this Agreement, or any or all of its rights and obligations hereunder, to one or more related parties, subsidiaries or Affiliates (each, a "**Permitted Assignee**") (and, for greater certainty, the Purchaser may assign to one or more Permitted Assignees the right to purchase, in consideration for the allocable portion of the Purchase Price, all or any portion of the Purchased Assets hereunder), provided that any such Permitted Assignee agrees to be bound by the terms of this Agreement to the extent of the assignment and that no such assignment shall relieve the Purchaser of its obligations hereunder.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement, including any documents reasonably necessary to reflect a chain of title in and to and/or to obtain access to the Purchased Assets for the benefit of the Purchaser. In addition, the Vendors shall cause each of the Vendor Controlled Subsidiaries to transfer all rights in and to the Purchased Assets to the Purchaser and to execute documents consistent therewith.

9.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

9.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.14 Non-Waiver

No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

9.15 Expenses

Except as otherwise provided in the DIP Loan Agreement, each of the Parties shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

9.16 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel, and the Closing shall be deemed to have occurred.

9.17 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA, the Initial Order and any other order of the Court in the CCAA Proceedings, the Vendors and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendors and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

BRON MEDIA CORP.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 (CANADA) CORP.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC BC INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

WINDOR PRODUCTIONS BC INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE USA, CORP.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 LLC

DocuSigned by:

By: ______________________

751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

I AM PINK PRODUCTIONS, LLC

DocuSigned by:

By: ______________________

751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC USA INC.

DocuSigned by:

By: ______________________

751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL USA, LLC

DocuSigned by:

By: ______________________

751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

SOLITARY HOLDINGS USA, LLC

DocuSigned by:

By: ______________________

751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE CORP.

DocuSigned by:

By: ______________________

751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON RELEASING INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON EVEREST PRODUCTIONS INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

HENCH 2 BC PRODUCTIONS INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON DIGITAL USA, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

DRUNK PARENTS, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS USA INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER PRODUCTIONS USA INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

HARRY HAFT PRODUCTIONS, INC.

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

OAKLAND PICTURES HOLDINGS, LLC

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

PATHWAY PRODUCTIONS, LLC

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON LIFE USA INC. (BRON LEGACY USA INC.)

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON RELEASING USA INC.

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BAKHORMA, LLC

DocuSigned by:

By: ______________________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

WELCOME TO ME, LLC

DocuSigned by:

By: ______________________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON ANIMATION INC.

DocuSigned by:

By: ______________________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES HOLDINGS USA, LLC

DocuSigned by:

By: ______________________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER HOLDINGS USA, LLC

DocuSigned by:

By: ______________________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

LUCITE DESK, LLC

DocuSigned by:

By: ______________________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON DEVELOPMENTS INC.

DocuSigned by:
751C2A4AB98947E
By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS INTL. CORP.

DocuSigned by:
751C2A4AB98947E...
By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS INC.

DocuSigned by:
751C2A4AB98947E
By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA DEVELOPMENTS INC.

DocuSigned by:
751C2A4AB98947E...
By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

HEAVYWEIGHT HOLDINGS, LLC (PREVIOUSLY HARRY HAFT FILMS, LLC)

DocuSigned by:
751C2A4AB98947E...
By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS BC INC.

DocuSigned by:
751C2A4AB98947E...
By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER PRODUCTIONS BC INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA CORP.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

FRONT RUNNER PRODUCTIONS, INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

BROWN AMY, LLC

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO PRODUCTION SERVICES INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO, LLC

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

FRONT RUNNER, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

GREEN MOON INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

HARMON FILMS, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

HARMON MONSTER FILMS, INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

NEEDLE IN A TIMESTACK, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

PARA PRODUCTIONS, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

RED SEA LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

RED SEA PRODUCTIONS INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

TULLY PRODUCTIONS, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD HOLDINGS, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD PRODUCTIONS, INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

VILLAINS PICTURES, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

VILLAINS PRODUCTION SERVICES, INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

SURROUNDED PRODUCTIONS USA INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

OCTOBER SERIES HOLDINGS, LLC

DocuSigned by:

By: ______________________

751C2A4AB93947E

Name: Aaron Gilbert
Title: Chief Executive Officer

SURROUNDED HOLDINGS USA LLC

DocuSigned by:

By: ______________________

751C2A4AB93947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**

DocuSigned by:

By: Richard McConnell
Name: Richard McConnell
Title: President

SCHEDULE "A"

VENDORS

Canadian Vendors:

BRON Animation Inc. (British Columbia)
BRON Creative Corp. (Ontario)
BRON Developments Inc. (British Columbia)
BRON Media Corp. (British Columbia)
BRON Media Holdings Intl. Corp. (British Columbia)
BRON Media Holdings USA Inc. (British Columbia)
BRON Releasing Inc. (British Columbia)
BRON Studios Inc. (British Columbia)
BRON Ventures 1 (Canada) Corp. (British Columbia)
BRON Everest Productions Inc. (Ontario)
Fables Productions BC Inc. (British Columbia)
Gossamer Productions BC Inc. (British Columbia)
Hench 2 BC Productions Inc. (British Columbia)
Robin Hood Digital PC BC Inc. (British Columbia)
Windor Productions BC Inc. (British Columbia)

US Vendors:

Bakhorma, LLC (Washington)
BRON Creative USA, Corp. (Nevada)
BRON Digital USA, LLC (Delaware)
BRON Life USA Inc. (BRON Legacy USA Inc.) (Delaware)
BRON Media Holdings USA Corp. (Delaware)
BRON Releasing USA Inc. (Delaware)
BRON Studios USA Development Inc. (Nevada)
BRON Studios USA Inc. (Nevada)
BRON Ventures 1 LLC (Delaware)
Brown Amy, LLC (Nevada)
Drunk Parents, LLC (New York)
Fables Holdings USA, LLC (Delaware)
Fables Productions USA Inc. (Delaware)
Fonzo Production Services Inc. (Louisiana)
Fonzo, LLC (Nevada)
Front Runner, LLC (Nevada)
Front Runner Productions, Inc. (Georgia)
Gossamer Holdings USA, LLC (Delaware)
Gossamer Productions USA Inc. (Delaware)
Green Moon Inc. (Washington)
Harmon Films, LLC (New York)
Harmon Monster Films, Inc. (New York)
Harry Haft Productions, Inc. (New York)
Heavyweight Holdings, LLC (previously Harry Haft Films, LLC) (Delaware)
I Am Pink Productions, LLC (Delaware)
Lucite Desk, LLC (Delaware)
Needle In A Timestack, LLC (Delaware)
Oakland Pictures Holdings, LLC (Delaware)

October Series Holdings, LLC (Delaware)
Para Productions, LLC (Nevada)
Pathway Productions, LLC (Delaware)
Red Sea LLC (Nevada)
Red Sea Productions Inc. (Nevada)
Robin Hood Digital PC USA Inc. (Delaware)
Robin Hood Digital USA, LLC (Delaware)
Solitary Holdings USA, LLC (Delaware)
Surrounded Holdings USA LLC (Delaware)
Surrounded Productions USA Inc. (Delaware)
Tully Productions, LLC (Nevada)
TWWMD Holdings, LLC (Delaware)
TWWMD Productions, Inc. (Nevada)
Villains Pictures, LLC (Nevada)
Villains Production Services, Inc. (New York)
Welcome to Me, LLC (California)

SCHEDULE "B"

ASSUMED CONTRACTS[1]

The following is an exhaustive list of the Assumed Contracts:

Copyright, Trademark and Chain of Title

1. All copyright agreements and chain of title agreements related thereto.

2. All trademark agreements and chain of title agreements related thereto.

Bakhorma, LLC

3. Distribution Agreement, regarding Prospect, dated September 27, 2018, between Gunpowder & Sky Distribution, LLC and Bakhorma, LLC.

4. Literary Purchase Agreement, regarding Prospect, dated October 7, 2016, between Bakhorma, LLC and Shep LLC.

5. Assignment Agreement, regarding Prospect, dated October 7, 2016, between Bakhorma, LLC and Shep LLC.

Bakhorma, LLC & Green Moon, Inc

6. Collection Account Management Agreement, regarding Prospect, dated June 22, 2018, among Freeway Cam B.V., Stichting Freeway Custody, Bakhorma, LLC, Green Moon, Inc, Realm Productions USA, LLC, Shep, LLC, Weitz Brothers Productions, Inc, Ground Control Entertainment, Inc., Creative Wealth Media Finance Corp., Film Finances Canada LTD, William Morris Endeavor Entertainment, LLC, and Screen Actors Guild-American Federation of Television and Radio Artists.

BRON Animation Inc. & BRON Releasing Inc.

7. Collection Account Management Agreement, regarding Henchmen, dated March 1, 2021, between Fintage Collection Account Management B.V.. Henchmen Productions, BRON Releasing Inc., BRON Animation, Inc., Creative Wealth Media Finance Corp., and SAG-AFTRA.

BRON Creative Corp.

8. Collection Account Management Agreement, regarding Blackbird, dated June 12, 2015, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including BRON Creative Corp.

9. Collection Account Management Agreement, regarding The Nightingale, dated February 23, 2017, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including BRON Creative Corp.

10. Sales Agent Side Letter Agreement, regarding Nightingale, dated February 23, 2017, between Nightingale Films Holdings Pty Ltd., FilmNation International, LLC, Cinefinance, LLC, Bron

[1] For greater certainty, the Assumed Contracts do not include the Settled Excluded Assets and Settled Excluded Equity Interests.

Creative Corp and Screen Australia, a statutory authority established by the *Screen Australia Act 2008 (Cth)*.

11. Loan and Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC, and Bron Creative Corp.

12. General Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.

13. Copyright Mortgage and Assignment; Power of Attorney, regarding My Abandonment, dated March 29, 2017, between My Abandonment and Bron Creative Corp.

14. Copyright Assignment and Notice of Ownership, regarding Fences, between Paramount Pictures Corporation and BRON Creative Corp.

15. Loan and Security Agreement, regarding Nightingale, dated November 18, 2016, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., and Bron Creative Corp.

16. General Security Agreement, regarding Nightingale, dated December 22, 2016, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., and Bron Creative Corp.

17. Priority Deed, regarding Nightingale, dated February 7, 2017, between BRON Creative Corp., Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Fulcrum Media Finance 3 PTY Ltd., and Fulcrum Media Finance 2 PTY Ltd.

18. Interparty Agreement, regarding Nightingale, dated February 16, 2017, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Screen Tasmania, Fulcrum Media Finance 3 PTY Ltd., Fulcrum Media Finance 2 PTY Ltd. and The Crown in Right of Tasmania.

19. Second Variation to the Interparty Agreement, regarding Nightingale, dated June 7, 2018, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Fulcrum Media Finance 3 PTY Ltd., and Fulcrum Media Finance 2 PTY Ltd.

20. Omnibus Amending Agreement, regarding Nightingale, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., and Cinefinance, LLC.

21. Second Omnibus Amending Agreement, regarding Nightingale, dated June 7, 2018, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., and Cinefinance, LLC.

BRON Creative Corp. & BRON Creative USA, Corp.

22. Assignment of Contracts Agreement, dated June 18, 2019, between Bron Creative Corp., and Bron Creative USA, Corp., together with all rights, titles, and interests assigned pursuant thereto, including under the Term Sheet, regarding Inner City, dated April 4, 2017, between Columbia Pictures Industries, Inc. and Bron Creative Corp.

23. Assignment Agreement, dated July 20, 2017, between Bron Creative Corp., and Bron Creative USA, Corp., together with all rights, titles, and interests assigned pursuant thereto, including under

the Co-Financing Agreement dated March 22, 2016 between BRON Creative Corp. and Paramount Pictures Corporation and the proceeds thereof.

BRON Creative Corp. & BRON Studios USA, Inc.

24. Amended and Restated Collection Account Management Agreement, dated October 4, 2018, between Freeway Cam B.V., Stitching Freeway Custody, BRON Studios USA Inc., My Abandonment, LLC, My Abandonment Productions Services Inc., Linda Reisman, Harrison Productions, Inc. f/s/o Anne Harrison, Anne Rosselini, BRON Creative Corp., First Look Productions, 18th Floor Studios, LLC, Still Rolling Productions, Inc. f/s/o Debra Granik, Endeavour Content, LLC, Screen Actors Guild- American Federation of Television and Radio Artists.

BRON Creative USA, Corp.

25. Collection Account Management Agreement, regarding Green Knight, dated January 25, 2022, between Freeway CAM B.V, Stitching Freeway Custody, Green Knight Productions LLC, Off With Your Head LLB, A24 Distribution LLC, and BRON Creative USA, Corp.

26. Co-Finance Agreement, regarding The Good Liar, dated February 28, 2018, between BRON Creative USA, Corp. and New Line Productions, Inc.

27. Financing Agreement, regarding Green Knight, dated March 28, 2019, between A24 Distribution LLC and BRON Creative USA, Corp.

28. Investment Agreement, regarding Queen and Slim, dated April 30, 2019, between Royalty Holdings LLC and BRON Creative USA, Corp.

29. Co-Financing and Distribution Term Sheet, regarding Rust City, dated May 3, 2019, between Columbia Pictures Industries Inc. and Bron Creative USA Corp.

30. Fatherhood Term Sheet, dated July 9, 2019, confirming the Agreement between Columbia Pictures Industries Inc. and Bron Creative USA, Corp.

31. Partnership Agreement for Hercules-Bron Creative Partnership, regarding Hercules, dated June 7, 2018, between Hercules Film Investors I, Inc., and Bron Creative USA Corp.

32. Limited Liability Company Agreement, dated November 16, 2018, between Bron Creative USA, Corp., Creative Wealth Media Lending Inc., and the Persons signing this Agreement as Members on counterpart signature pages for the Company, BRON Creative WB 1, LLC.

33. Administration Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc. and BRON Creative WB 1, LLC.

34. Letter Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc., BRON Creative WB 1, LLC and LPF (WB Blocker) Investment Corp.

35. Investment Agreement, dated January 2, 2020, between BCWB1 Blocker, Inc. and BRON Creative USA, Corp.

36. Priority Payment to Blocker Agreement dated January 2, 2020, between BCWB1 Blocker, Inc., BRON Creative USA, Corp., and Creative Wealth Media Equity Fund I LP.

37. Co-Financing and Distribution Term Sheet, regarding Greyhound, dated July 13, 2017, between Sony Pictures Worldwide Acquisitions Inc. and BRON Creative USA Corp.

BRON Creative USA, Corp. & BRON Studios USA, Inc.

38. Hercules Partnership Term Sheet, dated May 10, 2018, between BRON Creative USA Corp., BRON Studios USA, Inc., and Creative Wealth Media Lending LP 2016.

39. Amended and Restated Financing Term Sheet, regarding The Good Liar, dated April 2, 2018, between BRON Studios USA, Inc., BRON Creative USA Corp., and Creative Wealth Media Lending LP 2016.

40. Amended and Restated Financing Term Sheet, regarding Greyhound, dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA, Inc. and Creative Wealth Media Lending LP 2016.

41. Amended and Restated Financing Term Sheet, dated April 2, 2018, between BRON Creative USA Corp., BRON Studios USA, Inc., and Creative Wealth Media Lending LP.

42. Amended and Restated Term Sheet dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA, Inc. and Creative Wealth Media Lending LP 2016

BRON Developments Inc.

43. Option Purchase Agreement, regarding Parallel, dated June 25, 2015, between Bron Developments Inc. and Scott Blaszak.

BRON Developments Inc. & Para Productions LLC

44. Assignment of Contracts Agreement, regarding Parallel, dated October 4, 2016, between BRON Developments Inc. and Para Productions LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Option and Purchase Agreement dated June 25, 2015, between BRON Developments Inc., as producer, and Scott Blaszak, as owner, and the Writer's Agreement dated March 31, 2016 between BRON Developments Inc., as producer, and Scott Blaszak, as writer.

BRON Everest Productions Inc.

45. Everest: The North Face Co-Financing/Distribution Term Sheet, dated April 4, 2021, between IMAX Corporation, BRON Everest Productions Inc., and NGC Network US, LLC.

BRON Life USA Inc. (BRON Legacy USA Inc.)

46. Term Sheet, regarding Playground, dated May 19, 2021, between BRON Life USA Inc. and Trooper Entertainment, f/s/o David Caplan.

BRON Life USA Inc. (BRON Legacy USA Inc.) & BRON Releasing USA Inc.

47. Sales Agent Agreement, regarding Playground, dated August 11, 2021, between BRON Life USA Inc. and BRON Releasing USA Inc.

BRON Media Corp.

48. MasterKey Series Commercial Coverage, dated January 21, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.

49. Chubb Commercial Excess and Umbrella Insurance Agreement, dated January 30, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.

50. Inland Marine Insurance Film Producers Commercial Coverage, dated February 1, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.

BRON Media Holdings Int. Corp & BRON Studios USA Inc.

51. Certificate of Liability Insurance, dated June 2, 2021, between FRONT Row Insurance Brokers, LLC and Bron Media Holdings Intl. Corp, Bron Studios USA Inc., BRON Studios UK Ltd, CMA Series Holdings UK Ltd, CMA Productions UK Ltd, and BRON Releasing UK Ltd.

BRON Media Holdings USA Corp.

52. Simple Agreement for Future Equity, between Subnation Media Inc. and Bron Media Holdings USA Corp.

BRON Releasing Inc.

53. Participation Agreement, regarding Hailey and the Hero Heart, dated April 24, 2020, between Creative Wealth Media Finance Corp., BRON Releasing Inc., Epic Story Media Distribution Inc., Hero Heart IP Holdco Inc., and Hunted Production Services Inc.

BRON Releasing Inc., BRON Releasing USA Inc., & Robin Hood Digital USA, LLC

54. Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.

BRON Releasing USA Inc.

55. Co-Sales Representation Agreement, regarding National Anthem, dated January 26, 2022, between BRON Releasing USA Inc., William Morris Endeavor Entertainment, LLC, and National Anthem Holdings, LLC.

56. Sales Agent Agreement, regarding National Anthem, dated November 23, 2021, between National Anthem Holdings, LLC and BRON Releasing USA Inc.

57. Investor Agreement, regarding Loudmouth, dated June 28, 2021, between BRON Releasing USA Inc. and Loudmouth Documentary, LLC.

58. Sales Advisory Services Letter Agreement, regarding Untitled Nicki Minaj Documentary Series, dated December 17, 2020, between BRON Releasing USA Inc. and Endeavor Content, LLC.

BRON Releasing USA Inc. & Fables Holdings USA, LLC

59. Sales Agent Agreement, regarding Fables, dated April 17, 2020, between BRON Releasing USA Inc. and Fables Holdings USA, LLC.

BRON Releasing USA Inc. & Gossamer Holdings USA, LLC

60. Sales Agent Agreement, regarding Gossamer, dated April 21, 2020, between Gossamer Holdings USA, LLC and BRON Releasing USA Inc.

BRON Releasing USA Inc. & BRON Studios USA, Inc.

61. Collection Account Management Agreement, dated April 3, 2023, regarding National Anthem, between Freeway Cam B.V., Stichting Freeway Custody, National Anthem Holdings, LLC, National Anthem Prodco, Inc., BRON Studios USA, Inc., BRON Releasing USA, Inc., Creative Wealth Media Finance Corp, William Morris Endeavor Entertainment, LLC, SAG-AFTRA, Directors Guild of America Inc., Writers Guild of America, West, Inc., Writers Guild of America, East, Inc., and Hercules Film Investors I (US), Inc.

62. Collection Account Management Agreement, regarding Pieces of a Woman, dated August 10, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Holding Pieces, LLC, Pieces Film, Inc, BRON Studios USA, Inc., Creative Wealth Media Lending LP 2016, BRON Releasing USA, Inc., Creative Artists Agency, LLC, and Comerica Bank.

BRON Releasing USA Inc., BRON Studios USA, Inc., & Needle In A Timestack, LLC

63. Collection Account Management Agreement, regarding Needle in a Timestack, dated October 25, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Needle in a Timestack, LLC, Needle Production Services BC Inc., BRON Studios USA, Inc., BRON Releasing USA, Inc., Creative Wealth Media Lending LP 2016, Endeavor Content, LLC, Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America Inc, and Writers Guild of America, West, Inc.

BRON Releasing USA, Inc., BRON Studios USA, Inc., & Para Productions, LLC

64. Collection Account Management Agreement, regarding Parallel, dated July 19, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Para Productions BC Inc., Para Productions, LLC., Bron Studios USA Inc., Bron Releasing USA, Inc., Endeavor Content, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, SAG-AFTRA, and Directors Guild of America Inc.

BRON Releasing USA Inc. & I Am Pink Productions, LLC

65. Sales Agent Agreement, regarding Untitled Nicki Minaj Documentary Series, dated August 17, 2018, between I Am Pink Productions, LLC and BRON Releasing USA Inc.

BRON Releasing USA Inc. & Solitary Holdings USA, LLC

66. Sales Agent Agreement, regarding Solitary, dated August 4, 2020, between Solitary Holdings USA, LLC and BRON Releasing USA Inc.

BRON Studios, Inc.

67. Collection Account Management Agreement, regarding "Tell", dated November 11, 2014, between Fintage Collection Account Management B.V., Humdinger International, LLC, Arclight Films International Pty Ltd (CAN 100 209 872), Bron Studios, Inc., and Creative Wealth Media Finance Corp.

68. Option Purchase Agreement, regarding "House of Heroin" AKA "Muslim Mafia", dated December 4, 2017, between First Look Productions, Inc. and Bron Studios, Inc. on the one hand, and Haroon Ullah on the other hand.

69. Amendment to Option Agreement, regarding "House of Heroin", dated April 2, 2021, between Haroon Ullah on the one hand, and First Look Productions, Inc. and Bron Studios, Inc. on the other hand.

70. Notice of Option Extension, regarding "House of Heroin" AKA "Muslim Mafia", dated June 7, 2021, between First Look Productions, Inc. and Bron Studios, Inc. on the one hand, and Haroon Ullah on the other hand.

71. Letter Agreement, regarding NBA, dated January 8, 2021, between Endgame Entertainment Company, LLC, Film 45, LLC. BRON Studios Inc., and the NBA Development League.

BRON Studios Inc. & BRON Studios USA Inc.

72. Product Declaration, regarding Queen and Slim, dated August 26, 2020, between Bron Studios Inc., Bron Studios USA Inc., and Bron Studios UK Ltd.

73. Certificate of Insurance, dated April 22, 2019, between BRON Studios Inc., BRON Studios USA, Inc., BRON Holdings USA, Inc., Shadowplay Series Holdings UK Limited, Film United s.r.o. and Chubb Insurance Company of Canada, with Additional Insured Creative Wealth Media Equity Fund I LP.

74. Insurance – Confirmation of Binding, dated April 23, 2019, between BRON Studios Inc., BRON Studios USA, Inc., Shadowplay Series Holdings UK Limited, Film United s.r.o. and Front Row Insurance Brokers Inc.

BRON Studios USA Developments Inc. & Fonzo, LLC

75. Assignment of Contracts Agreement, regarding Fonzo, dated February 8, 2018, between BRON Studios USA Developments Inc. and Fonzo, LLC.

BRON Studios USA Developments Inc. & Needle In A Timestack, LLC

76. Assignment Agreement, dated June 13, 2018, regarding Needle in a Timestack, dated June 13, 2018, between BRON Studios USA Developments Inc. and Needle in a Timestack, LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Screenplay Purchase Agreement dated as of May 1, 2018, and Quitclaim Agreement dated as of May 3, 2018, each entered into by BRON Studios USA Developments Inc.

BRON Studios USA, Inc.

77. Collection Account Management Agreement, dated 21, September 2018, regarding Master Cleanse, between Freeway Cam B.V., Stichting Freeway Custody, Master Cleans, LLC, XYZ Films, LLC, Creative Wealth Media Finance Corp., BRON Studios USA, Inc., Alcide Bava Pictures Inc., and SAG-AFTRA.

78. Collection Account Management Agreement, dated March 25, 2019, regarding Assassination Nation, between Erostratus LA, LLC, Erostratus, LLC., BRON Studios USA Inc., Creative Wealth Media Finance Corp., Foxtail Entertainment, LLC, David the King, LLC, AXQG Corp., Three

Point Capital, LLC, Phantom Four Productions, LLC, The Reasonable Bunch, Inc, William Morris Endeavor Entertainment, LLC, SAG-AFTRA, Writer's Guild of America, West, Inc., and Directors Guild of America Inc.

79. Collection Account Management Agreement, dated April 8, 2015, regarding Driftless Area, between Fintage Collection Account Management B.V., Bron Studios USA Inc., Driftless Area LLC, Unified Pictures, Inc., Radiant Films International, LLC, Creative Wealth Media Finance Corp., SAG-AFTRA, and Mutressa Movies LLC.

80. Collection Account Management Agreement, regarding Tumbledown, dated July 18, 2014, between Fintage Collection Account Management B.V., Bron Studios USA, Inc., Tumbledown, LLC, Sierra/Affinity, LLC, Creative Wealth Media Finance Corp., Corner Piece Capital, LLC, Rebecca Hall, LLC, Ruby's Tuna, Inc., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc., Creative Artists Agency, Indigo Productions Inc., Grand Slam Investments Inc., Scott Byberg.

81. Binding Term Sheet, regarding Mad Solar, dated October 28, 2020, between Lake Effect Productions LLC, Scott Mescudi, Dennis Cummings, and BRON Studios USA Inc., and any limited liability company agreement to which BRON Studios USA Inc. is a party related thereto.

82. Loan Agreement, regarding Blackhand, dated July 1, 2020, between BRON Studios USA Inc. and Blackhand Pictures LLC.

83. Limited Liability Company Agreement, dated July 1, 2020, between Blackhand Pictures LLC and BRON Studios USA Inc.

84. Little Lamb Agreement, dated December 6, 2021, between Bron Studios USA Inc. and Little Lamb Productions, Inc.

85. Common Stock Subscription Agreement, dated January 2022, between Little Lamb Productions, Inc. and BRON Studios USA Inc.

86. Initial Limited Liability Company Operating Agreement for BRON Pictures Holdings, LLC, dated May 22, 2019, between BRON Studios USA Inc. and Blac USA Inc.

87. Collection Account Management Agreement, regarding Meadowland, dated June 16, 2015, among Fintage Collection Account Management B.V., Meadowland Production Services, Inc., Meadowland Movie, LLC, K5 Media Group Gmbh, William Morris Endeavor Entertainment LLC, The Gersh Agency, Creative Wealth Media Finance Corp., BRON Studios USA, Inc., Three Point Capital, LLC, Laleslig Films, LLC, Itaca Films S DE R.L. DE C.V., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc. for itself and on behalf of the Writers Guild of America, East, Inc. and Gray Krauss Stratford Sandler Des Rochers LLP.

88. Bridge Loan Agreement, dated March 28, 2014, between BRON Studios USA Inc. and Tumbledown, LLC.

89. Collection Account Management Agreement, regarding Birth of a Nation, dated October 3, 2016, between Fintage Collection Account Management B.V., BOAN 5, LLC, BOAN 5 GA, Inc, WME Entertainment, LLC, Creative Wealth Media Finance Corp., Film Finances, Inc., Each Productions, Inc., Strike the Rock Productions, Inc, Gray Krauss Stratford Sandler Des Rochers LLP, Proctor House LLC, Follow Through Productions, LLC, Infinity Entertainment, LLC, Jane Oster, Point

Made Films, LLC, Liberty and Justice, LLC, Liberty and Justice Too LLC, Hit55 Ventures, LLC, Jill and Ryan Ahrens, and Bron Studios USA, Inc.

BRON Studios USA, Inc. & BRON Media Holdings Intl. Corp

90. Certificate of Liability Insurance, dated June 2, 2021, between Front Row Insurance Brokers, LLC, Bron Media Holdings Intl. Corp, Bron Studios USA Inc, BRON Studios UK Ltd, CMA Series Holdings UK Ltd, CMA Productions UK Ltd, and BRON Releasing UK Ltd.

BRON Studios USA, Inc. & Brown Amy, LLC

91. Collection Account Management Agreement, regarding Beatriz at Dinner, dated June 22, 2017, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, each a Party, including Brown Amy, LLC, BRON Studios USA, Inc., Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Killer Content, Inc, Film Finances, Inc., Lewis M. Hendler, Sierra/Affinity LLC, Carmina Productions, William Morris Endeavor Entertainment, Creative Artists Agency, United Talent Agency, SAG-AFTRA, Writers Guild of America, West, Inc., and Directors Guild of America Inc.

BRON Studios USA, Inc., Fonzo, LLC, & Fonzo Production Services, Inc.

92. Collection Account Management Agreement, regarding "Fonzo" AKA "Capone", dated January 21, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Fonzo, LLC, Fonzo Production Services, Inc., Bron Studios USA, Inc., Lawrence Bender Productions, Inc, Addictive Pictures, Inc., Endeavor Content JB, LLC AKA Jellyfish Bloom, LLC, Endeavor Content, LLC, Creative Wealth Media Lending LP 2016, Three Point Capital Louisiana, LLC, Blueberry Hill Films, Inc. F/S/O Joshua Trank, Little Black Doc, Inc. F/S/O Tom Hardy, SAG-AFTRA, Director's Guild of America Inc., and Writers Guild of America, West, Inc.

BRON Studios USA, Inc., Harmon Films, LLC, & Harmon Monster Films, Inc.

93. Collection Account Management Agreement, regarding Monster, dated September 7, 2017, between Freeway Cam B.V., Stichting Freeway Custody, and Harmon Monster Films, LLC, Harmon Monster Films, Inc., Tonik Productions, LLC, William Morris Endeavor Entertainment, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Three Point Capital, LLC, Bron Studios USA Inc., DC Investing, LLC, Linnea Roberts, Charlevoix Entertainment, LLC, Capstone Credit, LLC, SAG-AFTRA, Directors Guild of America, and Gray Krause Stratgord Sandler Des Rochers LLP.

94. First Amendment to the Collection Account Management Agreement "Monster", regarding "Monster", dated December 16, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Harmon Films, LLC, Harmon Monster Films, Inc., Tonik Productions, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Three Point Capital, LLC, Bron Studios USA Inc., DC Investing, LLC, Linnea Roberts, Charlevoix Entertainment, LLC, Capstone Credit, LLC, SAG-AFTRA, and Directors Guild of America

BRON Studios USA, Inc. & Harry Haft Productions, Inc., & Heavyweight Holdings, LLC

95. Collection and Account Management Agreement regarding "The Survivor" AKA "Harry Haft" dated May 10, 2021 between Freeway Cam B.V., Stitching Freeway Custody, Heavyweight Holdings, LLC, Harry Haft Productions, Inc., BRON Studios USA, Inc., Creative Wealth Media Equity Fund I LP, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP,

2016, Three Point Capital, LLC, New Mandate Films, LLC, Endeavour Content JB International, LLC, Endeavour Content, LLC, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writers Guild of America, West, Inc.

BRON Studios USA, Inc. & Lucite Desk, LLC

96. Quitclaim Agreement, regarding Fair and Balanced, dated October 9, 2018, between Annapurna Productions, LLC, BRON Studios USA, Inc., and Lucite Desk LLC (provided that, the membership units in Lucite Desk LLC shall not constitute a Purchased Asset).

97. Collection Account Management Agreement, dated July 15, 2020, regarding Bombshell, between Freeway Cam B.B., Stichting Freeway Custody, Lucite Desk, LLC, BRON Studios USA Inc., Creative Wealth Media Finance Corp, Creative Wealth Media Lending LP 2016, Cast & Crew Financial Services, LLC, and Annapurna Productions, LLC.

BRON Studios USA, Inc., Red Sea LLC, & Red Sea Productions Inc.

98. Collection Account Management Agreement, regarding The Red Sea Diving Resort, dated September 30, 2019, between Red Sea, LLC, c/o BRON Studios USA, Inc., Red Sea Productions Inc., c/o BRON Studios USA Inc., Creative Wealth Media Finance Corp., Three Point Capital, LLC, National Bank of Canada, BRON Studios USA Inc., EMJAG Productions, Inc., Chutzpah Films, Inc., Endeavor Content, LLC, and Creative Artists Agency.

BRON Studios USA, Inc. & Surrounded Holdings USA, LLC

99. Acquisition - Distribution Term Sheet, regarding Surrounded, dated February 16, 2021, between Metro-Goldwyn-Mayer Pictures Inc., Surrounded Holdings USA, LLC, and BRON Studios USA, Inc.

BRON Studios USA, Inc. & TWWMD Holdings, LLC

100. Amendment No. 1 to Purchase and Distribution Agreement, regarding "Those Who Wish Me Dead", dated February 1, 2021, among TWWMD Holdings, LLC, New Line Productions, Inc., and Bron Studios USA, Inc.

BRON Studios USA, Inc., Villains, LLC, & Villains Production Services, Inc.

101. Collection Account Management Agreement, regarding "Villains", dated December 4, 2019, between Freeway Cam B.V., Stitching Freeway Custody, Villains, LLC c/o BRON Studios, Villains Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.

BRON Studios USA, Inc. & Welcome to Me, LLC

102. Collection Account Management Agreement, regarding Welcome to Me, dated May 21, 2013, between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writer's Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East,

Inc., Gary Sanchez Productions, LLC, Bron Studios USA, Inc., United Talent Agency, William Morris Endeavour Entertainment LLC.

103. Amendment to Collection Account Management Agreement, regarding Welcome to me, between Fintage between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Gary Sanchez Productions, LLC, and BRON Studios USA, Inc.

104. Second Amendment to the Collection Account Management Agreement, regarding Welcome to Me, dated May 31, 2018, between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writer's Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East, Inc., Gary Sanchez Productions, LLC, Bron Studios USA, Inc., United Talent Agency, William Morris Endeavour Entertainment LLC.

BRON Ventures 1 LLC

105. Convertible Promissory Note, dated September 30, 2019, between NOW//with Ventures LLC and BRON Ventures 1 LLC.

106. Note Purchase Agreement, dated July 31, 2019, between NOW//with Ventures LLC, and any successor entity thereto pursuant to any corporate reorganization, and the persons and entities whose name appear on the signature pages hereto, including BRON Ventures 1 LLC.

BRON Ventures 1 (Canada) Corp.

107. Investment Agreement, dated September 26, 2018, between Epic Story Media Inc. and BRON Ventures 1 (Canada) Corp.

108. Promissory Note, dated September 26, 2018, between Epic Story Media Inc. and Bron Ventures 1 (Canada) Corp.

109. Shareholders' Agreement, dated September 26, 2018, between Epic Story Media Inc., Epic Story Investments Inc., and Bron Ventures 1 (Canada) Corp.

Brown Amy, LLC

110. Option Agreement regarding Beatriz at Dinner, dated July 18, 2016, between Go Mike Go, Inc. and Brown Amy LLC.

111. Option Exercise Letter, regarding Beatriz at Dinner, dated July 29, 2016, between GO Mike Go and Brown Amy LLC, whereby Brown Amy elects to exercise the Option under the Option Agreement dated July 18, 2016.

112. Non-Theatrical Distribution Agreement regarding Beatriz at Dinner, dated May 12, 2017, between Entertainment In Motion Inc. and Brown Amy LLC by its exclusive agent, Sierra/Affinity, LLC.

113. Distribution Agreement regarding Beatriz at Dinner, dated May 10, 2017, between Buena Vista International, Inc. and Brown Amy LLC.

114. License Agreement regarding Beatriz at Dinner, dated March 1, 2017, between Brown Amy LLC, and Myndform EHF.

115. License Agreement regarding Beatriz at Dinner, dated April 4, 2017, between Brown Amy LLC and Eagle Films Middle East LLC.

116. License Agreement regarding Beatriz at Dinner, dated June 6, 2017, between Brown Amy LLC, and MVP VIVA (FZC).

117. Motion Picture Distribution Agreement, regarding Beatriz at Dinner, dated January 27, 2017 between Brown Amy, LLC, and Roadside Attractions LLC and Filmnation Features, LLC.

118. License Agreement regarding Beatriz at Dinner, dated March 8, 2017, between Brown Amy LLC, and Ster-Kinekor Entertainment, a division of Primedia Pty Ltd.

119. License Agreement regarding Beatriz at Dinner, dated February 22, 2017, between Brown Amy LLC, and Fabula Medya A.S.

120. License Agreement regarding Beatriz at Dinner, dated April 24, 2017, between Brown Amy LLC, and CDC International SARL.

Drunk Parents, LLC

121. Collection Account Management Agreement, dated December 14, 2016, between Freeway CAM B.V.; Stichting Freeway Custody; Drunk Parents, LLC; Drunk Parents Productions Inc.; Drunk Parents Production Services, Inc.; Fortitude International, Inc.; Creative Wealth Media Finance Corp; Three Point Capital, LLC; Screen Actors Guild – American Federation of Television and Radio Artists; Writers Guild of America, West, Inc.; Directors Guild of America Inc.; Film Finances, Inc.; Turk Bev Productions, Inc. FSO Alec Baldwin; Dos Lunas, Inc. FSO Salma Hayek.

122. Letter and Standard Terms of the non-theatrical agreement, dated January 3, 2019, between Drunk Parents, LLC and Terry Steiner International, Inc. with respect to the pictures and/or television programmes specified in Exhibit A.

123. Settlement Agreement, dated May 14, 2019, between Kino Swiat Sp. Z.o.o. and Fortitude International, Inc. as sales agent for Drunk Parents, LLC and as successor in interest to Cinephil France S.A.S.

124. Content Acquisition Agreement, dated July 3, 2019, between Universal Pictures Visual Programming Limited and Drunk Parents, LLC.

125. Distribution Agreement, dated December 18, 2018, between Drunk Parents, LLC and Vertical Entertainment, LLC and all its successors, assignees, licensees and/or sublicenses.

126. Sales Agency Agreement, dated December 1, 2015, between Drunk Parents, LLC, and Fortitude International, Inc.

Fables Holdings USA, LLC

127. Assignment and Assumption Agreement, regarding Fables, dated May 1, 2020, between Little Lamb Productions, Inc., and Fables Holdings USA, LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Writing Agreement between Little Lamb

Productions, Inc. and Kyra Noonan dated April 28, 2020, and all other writing/consulting/ development agreements in connection with the audiovisual project titled "Fables" entered into by Little Lamb Productions, Inc.

Fonzo, LLC

128. Payment Agreement regarding Capone, dated July 9, 2020, between Roadshow Films Pty Ltd. and Fonzo LLC, and Comerica Bank, regarding the Distribution Agreement dated May 5, 2020, between Fonzo, LLC and Roadshow Films Pty Ltd.

129. License Agreement regarding Capone, dated May 16, 2017, between Jellyfish Bloom, LLC, Fonzo LLC, and Garsu Pasauloi Irasai.

130. License Agreement regarding Capone, dated May 14, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and The Searchers NV.

131. License Agreement regarding Fonzo, dated April 16, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and UCFTI, Inc.

132. License Agreement regarding Capone, dated June 8, 2020, between Endeavour Content JB, LLC (f/k/a Jellyfish Bloom, LLC), Fonzo LLC, and Blitz d.o.o.

133. Master Film License Agreement regarding Fonzo, dated January 30, 2017, between Fonzo LLC and Freeway Entertainment Kft. with Exhibits 3, 4, and 6.

134. International Multiple Rights Distribution Agreement, regarding Capone, dated May 7, 2020, between Fonzo, LLC and Leonine Licensing AG.

135. License Agreement, regarding Capone, dated December 16, 2021, between William Morris Endeavour Entertainment, LLC, Fonzo, LLC, and ADS Services KFT.

136. License Agreement regarding Fonzo, dated March 16, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and SENA.

137. License Agreement regarding Fonzo, dated February 24, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and PT Prima Cinema Mutimedia.

138. Distribution Agreement regarding Capone, dated December 1, 2021, between Fonzo LLC, and America Video Films S.A.

139. License Agreement regarding Fonzo, dated February 14, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and Selim Ramia & Co.

140. License Agreement regarding Capone, dated May 18, 2020, between Endeavour Content JB, LLC (f/k/a Jellyfish Bloom, LLC), Fonzo, LLC, and Monolith Films SP Z.O.O.

141. Assignment of Sub-License Agreements, dated February 8, 2021, between Fonzo, LLC and Kristola Film & TV (UK) Limited.

142. Master Film License Agreement, regarding Fonzo, dated January 30, 2017, between Fonzo, LLC and Kristola Film & TV (UK) Limited, with Exhibits 1 and 2.

143. License Agreement regarding Fonzo, dated September 18, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Disenire Ltd.

144. Amendment No. 2 to License Agreement regarding Capone, dated July 30, 2020, between Endeavour Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and Disenire Ltd.

145. License Agreement regarding Fonzo, dated February 21, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and Star Media Entertainment.

146. Amendment No. 1 to License Agreement regarding Fonzo, dated July 13, 2020, between Endeavour Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and Star Media Entertainment.

147. License Agreement regarding Fonzo, dated January 16, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Fox Networks Group Asia Pacific Limited.

148. License Agreement regarding Fonzo, dated February 25, 2019, between Jellyfish Bloom, LLC, Fonzo, LLC, and Empire Entertainment, a Tiso Blackstar Group Brand (f/k/a Times Media Films A Division of Times Media (Pty) Limited.

149. License Agreement regarding Capone, dated January 22, 2021, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and Comunidad Filmin SL.

150. License Agreement regarding Fonzo, dated December 11, 2017, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and Elite Film AG.

151. License Agreement regarding Fonzo, dated March 1, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and TME Icerik Produksiyon A.S.

152. Amendment to License Agreement regarding Fonzo, dated August 20, 2020, between Endeavor Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and TME Icerik Produksiyon A.S

153. License Agreement dated January 9, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Entertainment Film Distributors Ltd.

154. Quitclaim Agreement, regarding Fonzo, dated January 16, 2018, between Fonzo, LLC and its assignees and/or successors in interest, and AI Film Entertainment and its assignees and/or successors, and Lawrence Bender Productions, Inc.

Front Runner, LLC

155. Distribution Agreement, regarding The Front Runner, dated May 17, 2018, between Sony Pictures Worldwide Acquisitions Inc. and Front Runner, LLC.

Gossamer Holdings USA, LLC

156. Marketplace Distribution Agreement, dated March 14, 2023, regarding Gossamer, between Epic Games Inc. and Gossamer Holdings USA, LLC.

157. Exhibit A.1 of the Marketplace Distribution Agreement, regarding Gossamer, dated March 14, 2023, between Gossamer Holdings USA, LLC and Epic Games Inc.

Harmon Films, LLC

158. License Agreement, regarding "Monster", dated August 11, 2021, between Kanopy Inc. and Harmon Films, LLC.

159. License Agreement, regarding "Monster", dated September 22, 2020, between Netflix, Inc. and Harmon Films, LLC.

160. Sales Agent Agreement, regarding "Monster", dated April 15, 2016, between William Morris Endeavor Entertainment, LLC and Harmon Films, LLC.

161. Writing Agreement, regarding "Monster", dated June 5, 2013, between Tonik Productions, LLC and Heygood Images Productions, Inc.

162. Amendment to Writing Agreement, regarding "Monster", dated February 10, 2017, between Tonik Productions, LLC and Heygood Images Productions, Inc., whereby Tonik shall assign all of its right, title, and interest, and all obligations and responsibilities under the Agreement, to Harmon Films, LLC.

163. Short Form Assignment, regarding "Monster", dated August 23, 2016 between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.

164. Amendment to Short Form Assignment, regarding "Monster" AKA "All Rise", dated June 20, 2019, between Tonik Productions, Inc. and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.

165. Short Form Assignment, regarding "Monster", dated July 21, 2016 between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.

166. Amendment to Short Form Assignment, regarding "Monster", dated June 20, 2019, between Tonik Productions, Inc. and Harmon Films, LLC, amending the Short Form Assignment dated July 21, 2016.

167. Amendment to Short Form Assignment, regarding "Monster", dated October 17, 2016, between ToniK Productions, Inc. and Harmon Films, LLC, amending the Short Form Assignment dated July 21, 2016.

168. Polish Agreement, regarding "Monster", dated April 27, 2016, between Harmon Films, LLC and Janece Shaffer.

169. Credit Amendment to Polish Agreement, regarding "Monster", dated March 21, 2019, between Harmon Films, LLC and Janece Shaffer, amending the Polish Agreement, dated April 27, 2016.

Heavyweight Holdings, LLC

170. License Agreement, dated September 27, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Benelux Film Investments, B.V.

171. Amendment No. 1 to the License Agreement dated January 18, 2022 between Heavyweight Holdings, LLC, WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC

f/k/a/ Jellyfish Bloom International, LLC) acting as Sales Agent on behalf of Licensor, and Benelux Film Investments B.V.

172. License Agreement, dated January 8, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Heavyweight Holdings, LLC, and Latvian Theatrical Distribution Ltd.

173. Short Form License Agreement-"Harry Haft", dated October 3, 2019, between Heavyweight Holdings, LLC, and Elevation Pictures Corp., executed in accordance with and subject to the terms of the Distribution Agreement dated as of August 15, 2019 between Heavyweight Holdings, LLC and Elevation Pictures Corp.

174. License Agreement, dated May 19, 2022, between WME Legacy International, LC (f/k/a/ Endeavour Content International JB, LLC, Heavyweight Holdings, LLC, and Beijing Xiaoming Zhumeng Data Service Ltd.

175. License Agreement, dated October 3, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Sena.

176. License Agreement, dated October 1, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and PT Falcon.

177. Master Film License Agreement – "Harry Haft", dated June 3, 2019 between Heavyweight Holdings, LLC and Freeway Entertainment Kft.

178. License Agreement, dated August 15, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Selim Ramia & Co.

179. License Agreement, dated November 21, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Focus Entity Capital LLP.

180. License Agreement, dated September 12, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Heavyweight Holdings, LLC, and Prorom Entertainment B.V.,

181. Amendment No. 1 to License Agreement, dated January 12, 2022, between Heavyweight Holdings, LLC, WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC), and Prorom Entertainment B.V.

182. Master License Agreement, dated January 19, 2022 between Heavyweight Holdings, LLC and Film & TV House Limited.

183. Distribution Agreement, dated April 12, 2022, between WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC), Heavyweight Holdings, LLC, and Sun Distribution Groups S.A.

184. License Agreement, dated August 11, 2022, between WME Legacy International, LLC (f/k/a Endeavour Content International JB, LLC), Heavyweight Holdings, LLC, and Empire Entertainment, a division of Arena Holdings (Pty) Ltd.

185. License Agreement dated October 6, 2021, between Heavyweight Holdings, LLC, BRON Studios, and Home Box Office, Inc. on behalf of itself and WarnerMedia Direct, LLC.

Lucite Desk LLC

186. Assignment Agreement, regarding Untitled Charles Randolph Project, dated August 26, 2018, between Freddie Sportello, LLC and Lucite Desk LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Writer Agreement dated as of December 5, 2016 between Freddie Sportello, LLC and Prolefeed, Inc.

187. Co-Production and Distribution Agreement, regarding Bombshell, dated December 1, 2018, between Lucite Desk LLC and Lions Gate Films Inc.

Needle In A Timestack, LLC

188. Acquisition Agreement, regarding Needle in a Timestack, dated February 1, 2021, between Needle in a Timestack, LLC and Lions Gate Films Inc.

189. Amendment No. 1 to Acquisition Agreement, regarding Needle in a Timestack, dated March 4, 2021 between Lions Gate Films Inc. and Needs in a Timestack, LLC.

190. Amendment No. 2 to Acquisition Agreement, regarding Needle in a Timestack, dated April 7, 2021 between Lions Gate Films Inc. and Needle in a Timestack.

191. Amendment No. 3 to Acquisition Agreement, regarding Needle in a Time stack, dated June 30, 2021, between Lions Gate Films Inc. and Needle in a Timestack, LLC.

192. Literary Material Option/Purchase Agreement, regarding Needle in a Timestack, dated January 26, 2015, between Miramax Development, LLC and Agberg, LTD.

193. Literary Option Agreement, regarding Needle in a Timestack, dated March 1, 2018, between Startling Inc., Agberg, Ltd., and Robert Silverberg.

194. Assignment Agreement, regarding Needle in a Timestack, dated May 3, 2018, between Startling, Inc. and Needle in a Timestack, LLC.

Oakland Pictures Holdings, LLC

195. The agreement between Oakland Pictures Holdings, LLC and The Town Media, LLC in respect of Once Upon a Time in Oakland as well as the Sales Agency Agreement between Oakland Pictures Holdings, LLC and BRON Releasing USA Inc to the extent either can be located.

October Series Holdings, LLC

196. Acquisition Agreement – Principal Terms, regarding "Reggie", dated June 17, 2022, between Amazon Alternative LLC and October Series Holdings, LLC.

Para Productions, LLC

197. Deal Memorandum, regarding Parallel, dated December 17, 2021, between Para Productions LLC and Capelight Pictures OHG.

198. Deal Memorandum, regarding Parallel, regarding Parallel, between Para Productions LLC and Front Row.

199. Deal Memorandum, regarding Parallel, dated November 15, 2022, between Para Productions LLC and You Planet Pictures.

200. Distribution Agreement, regarding Parallel, dated October 12, 2020, between Para Productions, LLC and Vertical Entertainment, LLC.

201. Deal Memorandum, regarding Parallel, between Para Productions LLC and M2 Films.

202. Deal Memorandum, regarding Parallel, dated January 22, 2021, between Para Productions LLC and 101 Films Limited.

203. Deal Memorandum, regarding Parallel, dated June 2022, between Para Productions LLC and Nonstop Entertainment AB.

204. Deal Memorandum, regarding Parallel, dated April 7, 2021, between Para Productions LLC and Program Store.

205. Deal Memorandum, regarding Parallel, between Para Productions LLC and Entermode Corp.

Red Sea LLC

206. Co-financing and Distribution Agreement, regarding The Red Sea Diving Resort, dated September 26, 2017, between Red Sea LLC and STX Financing, LLC.

207. Amendment to the Co-financing and Distribution Agreement, regarding The Red Sea Diving Resort, dated March 27, 2018, between STX Financing, LLC, and Red Sea LLC.

208. License Agreement, regarding The Red Sea Diving Resort, dated March 29, 2019, between Red Sea LLC and Netflix Worldwide Entertainment.

209. Netflix Payment Agreement, regarding The Red Sea Diving Resort, dated September 30, 2019, between Red Sea LLC, Comerica Bank, and Netflix Worldwide Entertainment, LLC.

Tully Productions, LLC

210. Sales Agent Agreement, regarding Tully, dated May 4, 2017, between William Morris Endeavor Entertainment, LLC and Tully Productions, LLC.

211. Option and Purchase Agreement, regarding Tully, dated June 26, 2016, between Tully Productions, LLC and Brook Maurio, pka Diablo Cody.

212. Collection Account Management Agreement, regarding Tully, dated January 5, 2018, between Freeway Cam B.V. Stitchting Freeway Custody, Tully Productions BC Inc., Tully Productions, LLC, Watch Out For Bears Productions Inc, D&D Filmed Productions, Inc., Sierra/Affinity, LLC, William Morris Endeavor Entertainment, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Comerica Bank, National Bank of Canada, Film Finances Canada Ltd, Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc., Directors Guild of America Inc, and Three Point Capital, LLC.

213. Exclusive Territorial Distribution Agreement, regarding Tully, dated July 27, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Studiocanal PTY Limited.

214. License Agreement, regarding Tully, dated June 10, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and The Searchers.

215. License Agreement, regarding Tully, dated October 16, 2017, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Vertical Distribution Limited.

216. License Agreement, regarding Tully, dated May 12, 2017, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Paradise Film Distribution Company.

217. Distribution Agreement, regarding Tully, dated June 12, 2017, between Tully Productions, LLC and Focus Features LLC.

218. License Agreement, regarding Tully, dated September 14, 2016, between Tully Productions LLC and E Stars Films LTD.

219. License Agreement, regarding Tully, dated August 17, 2016, between Tully Productions LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and PT ATHALI SUKSES MAKMUR.

220. License Agreement, regarding Tully, dated June 1, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Sun Distribution Group S.A.

221. License Agreement, regarding Tully, dated August 23, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and MVP VIVA (FZC).

222. License Agreement, regarding Tully, dated August 16, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Scanbox Entertainment Film Rights APS.

223. License Agreement, regarding Tully, dated November 29, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and M Pictures Co., LTD.

224. License Agreement, regarding Tully, dated August 18, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Tanweer Films FZ, LLC.

225. License Agreement, regarding Tully, dated July 11, 2017, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Soundspace International LTD.

TWWMD Holdings, LLC

226. Assignment, regarding "Those Who Wish Me Dead", dated June 6, 2019, between TWWMD Holdings, LLC and New Line Productions, Inc.

227. Purchase and Distribution Agreement, regarding "Those Who Wish Me Dead", dated May 16, 2019, between TWWMD Holdings, LLC and New Line Productions, Inc.

228. Quitclaim Agreement, regarding "Those Who Wish Me Dead", dated May 1, 2019, between New Line Productions, Inc. and TWWMD Holdings, LLC.

229. Option Agreement, regarding "Those Who Wish Me Dead", dated April 5, 2019, between Michael Koryta and TWWMD Holdings, LLC.

Villains Pictures, LLC

230. Non-Theatrical Rights Distribution Agreement, regarding Villains, dated August 2, 2019, between Villains Pictures, LLC and Terry Steiner International, Inc.

231. Distribution Agreement, regarding Villains, dated August 15, 2019, between Gunpowder & Sky Distribution, LLC and Villains Pictures, LLC.

232. Distribution Agreement, regarding Villains, dated August 6, 2019, between Sony Pictures Worldwide Acquisitions Inc. and Villains Pictures, LLC.

Welcome to Me, LLC

233. Acquisition Agreement, regarding Welcome to Me, dated May 1, 2015, effective as of September 7, 2014, between Our Alchemy, LLC and Welcome to Me, LLC.

234. Amendment No. 1 to Acquisition Agreement, dated July 25, 2018, between Our Alchemy, LLC and Welcome to Me, LLC.

235. License Agreement, regarding Welcome to Me, dated April 30, 2015, between Universal City Studios Productions LLLP, Cargo Entertainment, LLC, and Welcome to Me, LLC.

236. Screenplay Option Purchase Agreement, regarding Welcome to Me, dated June 21, 2013, between Welcome to Me, LLC, a WGA Signatory and Eliot Laurence.

237. Sales Agency Agreement, regarding Welcome to Me, dated May 21, 2013, between Cargo Entertainment, LLC and Welcome to Me, LLC.

238. Producer Representation Agreement, regarding Welcome to Me, dated June 17, 2013, between United Talent Agency, Inc. and Welcome to Me, LLC.

SCHEDULE "C"

PURCHASED ASSETS[2]

All of the Vendors' and, to the extent applicable pursuant to Section 9.1, all of the Vendor Controlled Subsidiaries', right, title, benefit and interest in, in to and under:

1. all cash on hand, cash equivalents, bank or other deposits (including security deposits), prepaid expenses, prepayments, deferred assets, refunds, credits or overpayments, except for the Settled Excluded Media Res Proceeds;

2. all Books and Records;

3. all tangible and intangible personal property, including all furniture, fixtures, equipment, marketing materials, merchandise and other personal property;

4. all Projects (including, "Prospect", "Blackbird", "The Nightingale", "Green Knight", "My Abandonment", "Henchmen", "Needle in a Timestack", "National Anthem", "Pieces of a Woman", "Parallel", "Tell", "Master Cleanse", "Assassination Nation", "Driftless Area", "Tumbledown", "Villains", "Meadowland", "Birth of a Nation", "Beatriz at Dinner", "Bombshell" (AKA "Fair and Balanced"), "The Survivor" (AKA "Harry Haft"), "Welcome to Me", "Drunk Parents", "Fonzo" (AKA "Capone"), "Monster", "The Red Sea Diving Resort", "Tully", "Fables", "Gossamer", "Robin Hood", "Fences", "Roman J. Israel", "Everest", "Solitary", "Fatherhood", "Ghostbusters", "The Good Liar", "Greyhound". "Queen & Slim", "Playground", "Loudmouth", "Mad Solar", "Blackhand", "Little Lamb", "Nicki", "Surrounded", "Hailey and the Hero Heart", "Into the Forest", "House of Heroin" (AKA "Muslim Mafia"), "Tumbledown", "Once Upon a Time in Oakland", "Reggie", "Those Who Wish Me Dead", "A Simple Favor", "Anna", "Chaos Walking", "Isn't It Romantic", "Joker", "Judas And the Black Messiah" (AKA "Jesus Was My Homeboy"), "Kitchen", "Mule", "The Way Back" (AKA "Torrance") and "Spy Who Dumped Me"), all versions and/or episodes thereof in any and all stages of development, production and/or post-production, all rights throughout the world therein and thereto, and all properties and things of value pertaining to such Projects, including all rights of every kind and nature in and to the literary or other works and/or other rights upon which any Project is or may be based; all marketing and promotional materials in any and all media respecting such Projects; all works prepared in connection with the exercise of any of the collateral, derivative, allied, ancillary and subsidiary rights respecting such Projects; all results and proceeds of any employee, independent contractor or other third party providing services in connection with such Projects (including, without limitation, all writers, directors, cast, producers, directors of photography, editors and/or other creative, artistic or technical staff); all physical and/or digital properties or assets of every kind and nature in any and all media relating to such Projects (including, all equipment and materials necessary to provide development, pre-production, production, post-production and/or graphic design services, digital art, graphics, images, text, cryptocurrencies, utility tokens, security tokens, non-fungible tokens (NFTs), virtual and blockchain-based assets, digital stocks and digital collectables and features); all rights to perform, copy, record, re-record, produce, reproduce and/or synchronize any or all audio, music and musical compositions created for, used in or to be used in connection with such Projects; all Books and Records respecting such Projects; and all copyrights (including, (i) any renewal rights and (ii) any copyrights or renewal rights in respect of, in connection with or evinced by the documents, instruments or agreements set out in Section 5 of this Schedule "C" and/or the following motion picture and/or screenplay USCO registration numbers: PA0002160280; PAu003881602; PA0002311104; PAu003864145; PA0002140284; PA0002170818;

[2] For greater certainty, the Purchased Assets do not include the Settled Excluded Assets and Settled Excluded Equity Interests.

PAu003781457; PA0002346019; PAu003929704; PAu004121419; 1-12350118381; PAu003879115; PA0002323838; PAu003695099; PAu003747703; PAu003871980; PA0002198172; PAu003730201; PAu003797611; PAu003792251; PAu003773970; PAu3765881; PA0002211428; PAu003738343; PAu003798698; PAu 3-775-830; PA0002005096; PAu003838206; PA0002073310; TXu002116452; PA0002232437; PAu003963958; PA0002383582; PAu003684977; PAu003734350; PAu003807198; PA0002179388; PAu003909176; PA0002281335; PAu003843415; PA0002331214; PAu003900292; PA0002202902; PAu003880661; and PA0002125794), moral rights, urls, and trademarks related thereto, and all exploitation, collateral, derivative, allied, ancillary and subsidiary rights related to all of the foregoing and the right to receive and retain all revenues respecting or derived from all of the foregoing;

5. without limiting the generality of Section 4 of this Schedule "C", all documents, instruments, registrations, agreements, approvals, licenses or permits necessary to reflect or establish a chain of title in and to and/or to obtain access to or the benefit of the Purchased Assets, including the following: Copyright Mortgage and Assignment; Power of Attorney, regarding My Abandonment, dated March 29, 2017, between My Abandonment and Bron Creative Corp.; Screenplay Purchase Agreement, regarding Needle in a Timestack, dated May 1, 2018, between International Famous Players Radio Picture Corporation and Bron Studios USA Developments Inc.; Assignment Agreement, regarding Needle in a Timestack, dated June 13, 2018, between BRON Studios USA Developments Inc. and Needle in a Timestack, LLC; Assignment Agreement, regarding Needle in a Timestack, dated May 3, 2018, between Startling, Inc. and Needle in a Timestack, LLC; Literary Option Agreement, regarding Needle in a Timestack, dated March 1, 2018, between Agberg, Ltd. and Startling, Inc.; Quitclaim Agreement, regarding Needle in a Timestack, dated May 3, 2018, between BRON Studios USA Developments Inc. and Nobrose Development, LLC; Writing Services Agreement, regarding Needle in a Timestack, dated April 10, 2017, between Nobrose Development, LLC and International Famous Players Radio Picture Corporation; Certificate of Authorship, regarding Needle in a Timestack, dated April 10, 2017, between Nobrose Development, LLC and International Famous Players Radio Picture Corporation; Screenplay Option Purchase Agreement, regarding National Anthem, dated June 23, 2021, between No Possum Productions, Inc. and BRON Studios USA Developments Inc.; Option and Purchase Agreement, regarding Parallel, dated June 25, 2015, between BRON Developments Inc. and Scott Blaszak; Assignment of Contracts Agreement, regarding Parallel, dated October 4, 2016, between BRON Developments Inc. and Para Productions LLC; Writer's Agreement dated March 31, 2016, between BRON Developments Inc. as "Producer" and Scott Blaszak as "Writer"; Screenplay Purchase Agreement, regarding Villains, dated February 11, 2018, between Bad Pitch Corporation and BRON Studios USA Developments, Inc.; Copyright Assignment, regarding Villains, dated February 11, 2018, between Bron Studios USA Developments, Inc. and Bad Pitch Corporation; Assignment of Contracts Agreement, regarding Villains, dated March 9, 2018, between Bron Studios USA Developments, Inc. and Villains Pictures, LLC; Option Agreement, regarding Beatriz at Dinner, dated July 18, 2016, between Go Mike Go, Inc. and Brown Amy, LLC; Short-Form Option Agreement, regarding Beatriz at Dinner, dated July 25, 2016, between Go Mike Go, Inc. and Brown Amy LLC; Option Exercise Letter, regarding Beatriz at Dinner, dated July 29, 2016, between Go Mike Go, Inc. and Brown Amy, LLC; Copyright Assignment, regarding Beatriz at Dinner, dated July 25, 2016, between Go Mike Go, Inc. and Brown Amy, LLC; Assignment Agreement, regarding Bombshell, dated August 26, 2018, between Freddie Sportello, LLC, and Lucite Desk LLC; Amended and Restated Quitclaim Agreement, regarding Fair and Balanced, AKA Bombshell, dated October 9, 2018, between Annapurna Productions, LLC, BRON Studios USA, Inc., and Lucite Desk LLC; Quitclaim Agreement, regarding Harry Haft, dated December 18, 2018, between New Mandate Films, LLC, New Mandate Developments, and Harry Haft Films, LLC; Screenplay Option-Purchase Agreement, regarding Welcome To Me, dated June 21, 2013,

between Welcome To Me, LLC and Eliot Laurence; Assignment of Contracts Agreement, regarding Drunk Parents, dated October 23, 2015, between BRON Studios USA Developments Inc. and Drunk Parents, LLC; Fortitude Assignment Agreement, dated September 17, 2015, between Fortitude International Inc. and BRON Studios USA Developments Inc.; Quitclaim Agreement, regarding Fonzo, dated January 16, 2018, between Fonzo, LLC and Lawrence Bender Productions, Inc.; Screenplay Option-Purchase Agreement, regarding Fonzo, dated March 1, 2017, between BRON Studios USA Developments Inc. and Blueberry Hill Films, Inc.; Assignment of Contracts Agreement, regarding Fonzo, dated February 8, 2018, between BRON Studios USA Developments Inc. and Fonzo, LLC; Short Form Assignment, regarding Monster, dated July 21, 2016, between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand; Amendment to Short Form Assignment, regarding Monster, dated June 20, 2019, between Tonik Productions, Inc. and Harmon Films, LLC; Writing Agreement, regarding Monster, dated June 5, 2013, between Tonik Productions, LLC and Heygood Images Productions, Inc.; Amendment to Writing Agreement, regarding Monster, dated February10, 2017, between Tonik Productions, LLC, Heygood Images Productions, and Harmon Films, LLC; Polish Agreement, regarding Monster, dated April 27, 2016, between Harmon Films, LLC and Janece Shaffer; and Option and Purchase Agreement, regarding Tully, dated June 26, 2016, between Tully Productions, LLC and Brook Maurio, pka Diablo Cody;

6. all rights in and to any musical compositions and/or sound recordings whether used on Projects or otherwise;

7. all Accounts Receivable;

8. all of the Assumed Contracts, provided that such benefit shall not be sold, transferred and assigned until the relevant Assumed Contract becomes an Assumed Contract in accordance with Article 2;

9. all Intellectual Property owned by or licensed to any of the Vendors;

10. the proceeds of any and all refunds, credits and/or other benefits that may be due to the Vendors from Canada Revenue Agency, from any provincial tax authorities or any equivalent authorities at any level of government in any other jurisdictions in which the Vendors operate except for any tax rebate proceeds assigned by Fables Productions BC Inc. and Gossamer Productions BC Inc. to Three Point Capital Holdings LLC;

11. to the extent transferrable, all orders, Authorizations, approvals, licenses or permits of any Governmental Authority, owned, held or used by the Vendors;

12. all claims, actions, causes of action, indemnities, warranties, guarantees, rights of recovery, rights of set-off and rights of recoupment of the Vendors;

13. all proceeds payable to the Vendors under any policies of insurance to the extent such policies relate to any Purchased Asset or any of the Assumed Liabilities;

14. all customer guarantees, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations;

15. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for

such shares, membership interests or units or any other securities: NOW//with Ventures LLC; and VideoShop;

16. all of the issued and outstanding shares, equity securities or membership interests or units, in the capital of Epic Story Media Inc., including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities;

17. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities: Mad Solar Productions, LLC; Blackhand Pictures, LLC; and Little Lamb Productions, Inc.;

18. all of the issued and outstanding shares in the capital, equity securities or membership interests or units of Subnation Media Inc., including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities;

19. all partnership interests or units of Hercules-Bron Creative Partnership, including rights, agreements or commitments that are convertible into or exchangeable for such partnership interests or units;

20. all Warranties;

21. all Transferred Permits;

22. all software, firmware, middleware, computer programs, applications, interfaces, tools, operating systems, software code of any nature, (including all object code, source code, interpreted code, data files, rules, definitions and methodology derived from the foregoing), together with all processes, technical data, build scripts, test scripts, script and animation data, algorithms, APIs, subroutines, techniques, operating procedures, screens, user interfaces, report formats, development tools, templates, menus, buttons, icons and user interfaces, and any derivations, updates, enhancements and customization of any of the foregoing, electronic data, databases and data collections, computer hardware, equipment, licenses, and documentation therefor and rights therein used in respect of the other Purchased Assets, and any other information technology systems, resources and information, owned by or leased/licensed to any of the Vendors and used in respect of any of the Purchased Assets, including all electronic data processing systems, programs, specifications, networks, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, technical manuals, training manuals, programming comments, other work products used to design, plan, organize and develop any of the foregoing, and other related material; and

23. without limiting the generality of the foregoing, all of the following Contracts: License Agreement, regarding Drunk Parents, dated November 7, 2018 between Roadshow Films PTY Ltd. and Fortitude International, Inc. (on behalf of Drunk Parents, LLC); International Distribution License Agreement, regarding Drunk Parents, dated February 1, 2016 between Fortitude International Inc. (on behalf of Drunk Parents, LLC) and Benelux Film Investments B.V.; International Distribution License Agreement, regarding Drunk Parents, dated February 28, 2019 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and VVS Films; International Distribution License Agreement, regarding Drunk Parents, dated December 15, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and Focus Entity Capital LLP; Amendment

to Distribution Agreement, regarding Drunk Parents, dated January 13, 2018 between Fortitude International Inc. (on behalf of Drunk Parents, LLC) and Focus Entity Capital LLP; International Distribution License Agreement, regarding Drunk Parents, dated January 29, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and JIL Kft; International Distribution License Agreement, regarding Drunk Parents, dated January 22, 2016 between Krisolta Film & TV (UK) Limited and Tanweer Alliances S.A.; International Distribution License Agreement, regarding Drunk Parents, dated December 15, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and SamFilm; International Distribution License Agreement, regarding Drunk Parents, dated November 16, 2015 between Freeway Entertainment Kft. and Impossible Films Pvt. LTD; International Distribution License Agreement, regarding Drunk Parents, dated November 13, 2015 between Fortitude International Inc. and Prima Cinema Multimedia; International Distribution License Agreement, regarding Drunk Parents, dated November 13, 2015 between Fortitude International Inc. and United Champs Assets; International Distribution License Agreement, regarding Drunk Parents, dated June 1, 2016 between Freeway Entertainment Kft. and United King Films Ltd.; International Distribution License Agreement, regarding Drunk Parents, dated November 8, 2015 between Fortitude International Inc. and Falcon Films International (Off-Shore); Amendment II to Distribution Agreement, regarding Drunk Parents, dated January 13, 2018 between Fortitude International Inc. and Falcon Films International (Off-Shore); International Distribution License Agreement, regarding Drunk Parents, dated November 24, 2015 between Fortitude International Inc. and OctoArts Films; International Distribution License Agreement, regarding Drunk Parents, dated January 26, 2016 between Cinephil France S.A.S. and Kino Swiat Ps. Z.o.o; Settlement Agreement, regarding Drunk Parents, dated May 14, 2019 between Kino Swiat Sp. Z.o.o and Fortitude International. Inc. (as sales agent for Drunk Parents, LLC, and as successor in interest to Cinephil France S.A.S.); International Distribution License Agreement, regarding Drunk Parents, dated November 16, 2015 between Krisolta Film & TV (UK) Limited and NOS Lusomundo Audiovisuais, SA; International Distribution License Agreement, regarding Drunk Parents, dated November 8, 2015 between Fortitude International Inc. and FILMDOM MEDIA; International Distribution License Agreement, regarding Drunk Parents, dated March 2, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and Soundspace International Limited; Distribution License Agreement, regarding Welcome to Me, dated July 10, 2013, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Modus Vivendi Inc. in the care and control of its European Agent, Pueblo Film AG; Distribution License Agreement, regarding Welcome to Me, dated July 10, 2013, between Cargo Entertainment, LLC, (as an agent for Welcome to Me), LLC and SAM Film; Distribution License Agreement, regarding Welcome to Me, dated June 11, 2013, between GEM Entertainment Kft. And Forum Film Ltd; Deal Memorandum, regarding Welcome to Me, between GEM Entertainment Kft. and Leone Film Group; Deal Memorandum, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Phoenicia Pictures International; Distribution License Agreement, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Aqua Group, Inc.; Distribution License Agreement, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Vertigo Releasing Limited; and Distribution Agreement, regarding Welcome to Me, dated July 29, 2013, between D Films Corporation and Cargo Entertainment/Welcome to Me, LLC.

SCHEDULE "D"

APPROVAL AND VESTING ORDER

SCHEDULE "E"

ASSIGNMENT ORDER

Schedule "D"

Form of Monitor's Certificate

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

MONITOR'S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meaning given to them in the Order of the Supreme Court of British Columbia (the "**Court**") pronounced on January 16, 2024 (the "**Approval and Vesting Order**").

2. Pursuant to an Order of the Court pronounced July 19, 2023, Grant Thornton Limited was appointed as the monitor (the "**Monitor**") of the Petitioners.

3. Pursuant to the Approval and Vesting Order, the Court ordered that all of the right, title and interest of the Vendors in and to the Purchased Assets shall vest in the Purchaser or any Permitted Assignee effective upon, among other things, the delivery by the Monitor of this Monitor's Certificate to the Purchaser confirming that the transactions contemplated by the Sale Agreement have been implemented.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Petitioners and the Purchaser have each delivered written notice to the Monitor that all conditions to Closing under the Sale Agreement have either been satisfied and/or waived by both the Purchaser and the Vendors (with respect to the conditions set forth in sections 7.1(a) to 7.1(i) of the Sale Agreement) or each of the Purchaser, the Vendors and Access Road Capital LLC (with respect to the conditions set forth in section 7.1(j) of the Sale Agreement), as applicable.

2. The transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2024.

Grant Thornton Limited, in its capacity as Court-appointed Monitor of the Petitioners and not in its personal capacity.

ϵ

____
Name:
Title:

Schedule "E"

Permitted Encumbrances

1. Nil.

Schedule "F"

Covered Motion Pictures

PROJECT NAME
Prospect
Needle in a Timestack
Parallel
Villains
Beatriz at Dinner
Bombshell (f/k/a Fair and Balanced)
Survivor (f/k/a Harry Haft)
Welcome to Me
Drunk Parents
Capone (f/k/a Fonzo)
Monster
Red Sea Diving Resort
Tully
Everest
Solitary
Playground
Nicki Minaj Documentary
Surrounded
Those Who Wish Me Dead
Reggie
Once Upon A Time on Oakland
House of Heroin
The Frontrunner
BRON Animation & Other Projects
Fables
Gossamer
Robin Hood
Una (f/k/a Blackbird)
Nightingale

Leave No Trace (f/k/a My Abandonment)
Henchmen
Americana (f/k/a National Anthem)
Pieces of a Woman
Tell
Assassination Nation
Driftless Area
Tumbledown
Meadowland
Birth of a Nation
Loudmouth
Qualified Distributor Co-Financings
Green Knight
Fences
Roman J. Israel
Fatherhood
Ghostbusters
Good Liar
Greyhound
Queen & Slim
Isn't It Romantic
Judas And The Black Messiah (f/k/a Jesus Was My Homeboy)
Joker
Kitchen
Mule
The Way Back (f/k/a Torrance)
Anna
A Simple Favor
Chaos Walking
Spy Who Dumped Me

Action No. S-235084

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

APPROVAL AND VESTING ORDER

Exhibit "B"

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION

ASSIGNMENT ORDER (CW LENDING)

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

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of January, 2024; AND ON HEARING Asim Iqbal and Bryan Hicks, counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the affidavit of Aaron Gilbert affirmed November 23, 2023, the Affidavit of Aaron Gilbert affirmed January 10, 2024, the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**"), the CW Lending Approval and Vesting Order of this Court dated as of the date hereof (the "**Approval and Vesting Order**"), the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated October 26, 2023, the Supplement to the Third Report of the Monitor dated November 3, 2023 and the Fifth Report of the Monitor dated January 11, 2024; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Approval and Vesting Order or the Amended and Restated Agreement

of Purchase and Sale dated January 10, 2024 among the Vendors and Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd. (in such capacity, the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**"), as applicable.

APPROVAL OF ASSIGNMENT OF ASSIGNED CONTRACTS

2. Upon delivery of the Monitor's Certificate and subject to Section 2.6 of the Sale Agreement:

(a) all of the rights and obligations of the Vendors under and to the contracts set forth at **Schedule "D"** and **Schedule "E"** hereto (collectively the "**Assigned Contracts**" and each, an "**Assigned Contract**") shall be assigned, transferred, and conveyed to and assumed by the Purchaser and LPF Media Asset Acq, LLC (the "**Permitted Assignee**"), respectively, pursuant to Section 11.3 of the CCAA and such assignment is valid and binding upon all counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts, relating to the assignment thereof, including but not limited to, any Transfer Restrictions or provision(s) relating to a change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to such Assigned Contracts; and

(b) the Assigned Contracts shall remain in full force and effect in accordance with the terms thereof. Notwithstanding the foregoing, the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies (including, without limitation, any right of set-off) under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action by reason of:

(i) any circumstance that existed or event that occurred on or prior to the Closing Date that would have entitled such counterparty to the Assigned Contract to enforce those rights or remedies or caused an automatic termination to occur;

(ii) any default arising from the insolvency of the Petitioners or any of their affiliates;

(iii) any default arising as a result of the commencement of this CCAA proceeding;

(iv) any restriction, condition or prohibition contained therein, including any Transfer Restrictions relating to the assignment thereof or any change of control;

(v) the implementation of the Sale Agreement and the proposed Transaction or any parts thereof (including the assignment of the Assigned Contracts pursuant to this Order and any default arising as a result of such assignment); or

(vi) one or more Petitioners having breached a non-monetary obligation under any of the Assigned Contracts;

and the counterparties under the Assigned Contracts are hereby deemed to waive any defaults relating thereto. For greater certainty and without limiting the generality of the foregoing, no counterparty under an Assigned Contract shall rely on a notice of default sent prior to the filing of the Monitor's Certificate to terminate an Assigned Contract as against the Purchaser or the Permitted Assignee.

3. The assignment of the Assigned Contracts shall be subject to the provisions of the Approval and Vesting Order directing that the Vendors' rights, title and interests in and to the Assigned Contracts shall vest absolutely in the Purchaser and the Permitted Assignee free and clear of all Claims and Encumbrances other than the Permitted Encumbrances in accordance with the provisions of the Approval and Vesting Order.

4. All monetary defaults in relation to the Assigned Contracts as set out in **Schedule "D"** and **Schedule "E"** hereto, if any, other than those arising solely by reason of (i) the Petitioners' insolvency, (ii) the commencement of these CCAA proceedings, or (iii) any failure of any of the Petitioners to perform a non-monetary obligation under any of the Assigned Contracts, shall be paid by the Purchaser and the Permitted Assignee, as applicable, in an amount agreed to by the Purchaser or the Permitted Assignee, as applicable, and the counterparty to such Assigned Contracts or as otherwise determined by further order of this Court within 30 calendar days of the delivery of the Monitor's Certificate.

5. Upon the delivery of the Monitor's Certificate and except as expressly set out to the contrary in any agreement among the Vendors, the Purchaser or the Permitted Assignee and the applicable counterparty under an Assigned Contract, the Purchaser and the Permitted Assignee, as applicable, shall be entitled to all of the rights and benefits and subject to all of the obligations pursuant to the terms of the applicable Assigned Contracts.

6. Notwithstanding:

(a) the pendency of these CCAA proceedings or the termination thereof, and any declaration of insolvency made herein;

(b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the assignment of the Assigned Contracts to the Purchaser and the Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. If an Assigned Contract is excluded from the Assumed Contracts prior to the Closing Date in accordance with the Sale Agreement, then such Contract shall cease to be an Assigned Contract for the purposes of this Order.

GENERAL

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

9. The Petitioners, the Monitor, the Purchaser and the Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.

10. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

Signature of
☐ Party ☑ Lawyer for the Petitioners

For Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

REGISTRAR

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

Authorized Signing Officer BOWEN MU

CHECKED

74318402.2

Schedule "A"

List of Petitioners

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

25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Heft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
49. Green Moon Inc.

50. Harmon Films, LLC

51. Harmon Monster Films, Inc.

52. Needle In A Timestack, LLC

53. Para Productions, LLC

54. Red Sea LLC

55. Red Sea Productions Inc.

56. Surrounded Productions USA Inc.

57. Tully Productions, LLC

58. TWWMD Holdings, LLC

59. TWWMD Productions, Inc.

60. Villains Pictures, LLC

61. Villains Production Services, Inc.

62. October Series Holdings, LLC

Schedule "B"

List of Counsel

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

Schedule "C"

Sale Agreement

(see attached)

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Amended and Restated Agreement is made as of the 10th day of January, 2024 (the "**Effective Date**")

AMONG:

BRON MEDIA CORP., a corporation incorporated pursuant to the laws of British Columbia ("**BRON Media**")

– and –

THE ENTITIES LISTED IN SCHEDULE "A", ATTACHED HERETO (collectively with BRON Media, the "**Vendors**")

– and –

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**, a limited partnership formed under the laws of the Province of Ontario (the "**Purchaser**")

WHEREAS:

A. Pursuant to the Order of the Honourable Justice Gomery of the Supreme Court of British Columbia (the "**Court**") issued July 19, 2023 (as amended on July 28, 2023, and as may be further amended or amended and restated from time to time, the "**Initial Order**"), the Vendors were granted, among other things, relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**CCAA**"), and Grant Thornton Limited was appointed as Monitor of the Vendors (in such capacity, the "**Monitor**").

B. In connection with the proceedings initiated by the Initial Order (the "**CCAA Proceedings**"), on July 28, 2023, the Vendors sought and obtained an order of the Court approving, among other things, a sale and investment solicitation process (the "**SISP**"), to be conducted by the Vendors, with the assistance of the Monitor, intended to solicit interest in, and opportunities for, one or more or any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Vendors as a going concern; or (ii) a sale of all, substantially all or one or more components of the Vendors' assets and/or business, as a going concern or otherwise.

C. In accordance with the terms of the SISP, the Purchaser and the Vendors entered into an Asset Purchase Agreement dated October 24, 2023 (the "**Original Agreement**") under which the Vendors agreed to sell substantially all of their assets and assign certain liabilities, and the Purchaser agreed to purchase such assets and assume such liabilities, upon the terms and conditions of the Original Agreement.

D. On November 29, 2023, the Court issued Reasons for Judgement dismissing certain of the Vendors' application for an order, among other things, approving the Original Agreement and the transactions contemplated therein.

E. The Vendors and the Purchaser desire to amend and restate the Original Agreement to provide for the sale by the Vendors of the Purchased Assets (as defined herein), and the purchase of the Purchased Assets and assumption of the Assumed Liabilities (as defined herein) by the Purchaser, subject to, and in accordance with, the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the "**Parties**", and each, a "**Party**") hereby acknowledge and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

"**Accounts Receivable**" means all accounts receivable, notes receivable and other debts due or accruing due to the Vendors.

"**Administration Charge**" has the meaning set out in the Initial Order.

"**Affiliate**" has the meaning given to the term "affiliate" in the *Business Corporations Act*, SBC 2002, c 57.

"**Agreement**" means this amended and restated asset purchase agreement, including any schedules or exhibits appended to this asset purchase agreement, in each case as may be supplemented, amended or amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code, directive, decree or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"**Approval and Vesting Order**" means an order of the Court in the form attached hereto as Schedule "D", and otherwise satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, among other things, approving and authorizing this Agreement and the Transaction and vesting in the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) all of the Purchased Assets.

"**Assignment and Assumption Agreement**" means an assignment and assumption agreement evidencing the assignment to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Vendors' interest in, to and under the Assumed Contracts and the assumption by the Purchaser of all of the Assumed Liabilities, in form and substance satisfactory to the Parties, acting reasonably.

"**Assignment Order**" means an order of the Court pursuant to section 11.3 of the CCAA in the form attached hereto as Schedule "E", and otherwise satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, assigning to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) the rights and obligations of the Vendors under the Assumed Contracts for which a consent, approval or waiver necessary for the assignment of such Assumed Contracts has not been obtained, and which will include, if necessary, a mechanism for the resolution of any disputed Cure Costs.

"**Assumed Contracts**" means the Contracts listed in Schedule "B" (including as such Assumed Contracts may be amended, restated, supplemented or otherwise modified from time to time).

"**Assumed Liabilities**" has the meaning set out in Section 2.3.

"**Authorization**" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

"**Books and Records**" means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Vendors or any of their respective Affiliates in connection with the ownership, operation, production and/or exploitation of the Purchased Assets, including information, documents and records relating to the Assumed Contracts, the Assumed Liabilities, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production accounting statements and records, pitch materials, ultimates calculations, sales estimates, tax rebate and credit calculations, distribution proceeds, audits respecting distribution, participation statements for third parties and participation statements in favor of the Vendors, take and sales prices, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, emails (subject in all respects to Section 9.2(b)), data and information stored electronically, digitally or on computer-related media, excluding the minute books and corporate records. For greater certainty, Books and Records shall not include: (i) information subject to privilege of one or more of the Vendors; or (ii) information in respect of which its disclosure would violate any confidentiality obligations to which the Vendors are bound as at the Closing Time or Applicable Law.

"**Borrowers**" has the meaning set out in the DIP Loan Agreement.

"**BRON Media**" has the meaning set out in the preamble hereto.

"**BRON Media Debt**" means all indebtedness of BRON Media owing to the Purchaser as of the Closing Date pursuant to the Revolving Loan Agreement dated August 8, 2017, as amended pursuant to amending agreements dated October 5, 2017, May 21, 2018, November 19, 2019 and August 7, 2020.

"**Business**" means the business conducted by the Vendors, being digital animation, gaming and live-action production.

"**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia, but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**Cash Payment**" has the meaning set out in Section 3.1(g).

"**CCAA**" has the meaning set out in the recitals hereto.

"**CCAA Charge Amount**" means the aggregate amount sufficient to satisfy the amounts allocated to the Purchased Assets of the Vendors as of the Closing Date, if any, under the Administration Charge, the KERP Charge and the Directors' Charge.

"**CCAA Proceedings**" has the meaning set out in the recitals hereto.

"**Chapter 15 Proceedings**" has the meaning set out in the DIP Loan Agreement.

"**Charges**" has the meaning set out in the Initial Order.

"**Claims**" means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment or reassessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person, complaints, grievance, petition, application, charge, investigation, indictment, prosecution, judgement, debt, liability, damage, or loss, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, known or unknown, disputed or undisputed, contractual, legal or equitable.

"**Closing**" means the closing and consummation of the Transaction.

"**Closing Date**" means the date that is two (2) Business Days after the date upon which the conditions set forth in Article 7 have been satisfied or waived, other than any conditions set forth in Article 7 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Vendors and the Purchaser in writing, each acting reasonably); provided that the Closing Date shall be no later than the Outside Date.

"**Closing Time**" means 12:01 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

"**Consent Required Contract**" has the meaning set out in Section 2.2.

"**Contracts**" means all pending and executory contracts, agreements, deeds, leases, understandings and arrangements (whether oral or written) to which any Vendor is a party or by which such entity is bound or in which such entity has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

"**Court**" has the meaning set out in the recitals hereto.

"**Credit Bid Amount**" means the aggregate amount of the Interim Lender Debt, BRON Media Debt, Robin Hood Debt, Solitary Debt, and Surrounded Debt.

"**Cure Costs**" means, in respect of a Consent Required Contract, all amounts, costs, fees and expenses required to be paid: (i) to remedy all of the Vendors' monetary defaults in relation to such Assumed Contract, other than those arising by reason only of the Vendors' bankruptcy, insolvency or failure to perform a non-monetary obligation; (ii) to secure a counterparty's or any other necessary Person's consent to the assignment of such Consent Required Contract; or (iii) pursuant to the Approval and Vesting Order or the Assignment Order, as applicable, and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to such Consent Required Contract.

"**DIP Amendment**" has the meaning set out in Section 7.1(a).

"**DIP Loan Agreement**" means the DIP Loan Agreement dated July 18, 2023 between the Borrowers and the Purchaser, as amended by the Amendment No. 1 to the DIP Loan Agreement dated October 17, 2023, Amendment No. 2 to the DIP Loan Agreement dated November 8, 2023, Amendment No. 4 to the DIP Loan Agreement dated November 28, 2023, Amendment No. 5 to the DIP Loan Agreement dated December 11, 2023, and as may be further amended, restated, supplemented and/or modified from time to time.

"**Directors' Charge**" has the meaning set out in the Initial Order.

"**Disclaimed Contracts**" has the meaning set out in Section 2.2(f).

"**Effective Date**" has the meaning set out in the preamble hereto.

"**Employee**" means any individual who is employed by any of the Vendors immediately prior to the Closing Date.

"**Employee Plan**" means all plans with respect to the Employees or former Employees to which any of the Vendors is a party to or bound by or to which any of the Vendors has an obligation to contribute relating to retirement savings, pensions, bonuses, profit sharing, deferred compensation, share purchase or share option, share appreciation, phantom stock, incentive compensation, life or accident insurance, hospitalization, health, medical or dental treatment or expenses, disability, unemployment insurance benefits, employee loans, vacation pay, severance or termination pay or other benefit plan.

"**Encumbrance**" means any restriction, security interest, security agreement, debenture, lien, Claim, charge, right of retention, trust, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, assignment (as security), deposit arrangement, direction, hypothec, lease, right of distress, royalty interest, defect of title, legal, equitable or contractual setoff or adverse claim of any nature or kind, mortgage or right of a third party (including any contractual right, such as a purchase option, call or similar right of a third party in respect of securities, right of first refusal, right of first offer or any other Transfer Restriction or pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, including any conditional sale or title retention agreement, or any capital or financing lease.

"***Excise Tax Act***" means the *Excise Tax Act*, RSC, 1985, c. E-15.

"**Excluded Assets**" means all those assets of the Vendors that are not Purchased Assets, including for greater certainty, the Settled Excluded Assets.

"**Excluded Contracts**" means those contracts and other agreements of the Vendors that are not Assumed Contracts.

"**Excluded Liabilities**" has the meaning set out in Section 2.4.

"**Final Recognition Order**" means the order of the U.S. Court entered on August 15, 2023, among other things, recognizing the Initial Order and the CCAA Proceedings.

"**General Conveyance**" means a general conveyance evidencing the conveyance to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably.

"**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), judicial body, regulatory authority, tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation having jurisdiction over the Vendors, the Purchaser, the Purchased Assets or the Assumed Liabilities.

"**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

"**Guilds**" has the meaning set out in Section 2.3(e).

"***Income Tax Act***" means the *Income Tax Act*, RSC, 1985, c. 1 (5th Supp.).

"**Initial Order**" has the meaning set out in the recitals hereto.

"**Intellectual Property**" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations, applications for copyright registration, and moral rights (to the extent assignable); (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) common law and registered trade names, business names, corporate names, domain names and registrations thereto, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property and all rights to each of the items set out in (i)-(viii) above, including all rights to claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right (but not the obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages from a third party.

"**Interim Lender**" has the meaning set out in the Initial Order.

"**Interim Lender Debt**" means all indebtedness of the Borrowers to the Purchaser as of the Closing Date pursuant to the DIP Loan Agreement.

"**Interim Lender's Charge**" has the meaning set out in the Initial Order.

"**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Time.

"**KERP Charge**" has the meaning set out in the Initial Order.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**Media Res Proceeds**" means the sum of $8,069,430.00, plus interest thereon, paid by or on behalf of Media Res Studio, LLC to the Monitor, in trust, pursuant to the Transactions and Settlement Agreement, dated October 27, 2021, among Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.

"**Monitor**" has the meaning set out in the recitals hereto.

"**Monitor's Certificate**" means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties (and Access Road Capital LLC where applicable) that all conditions of Closing have been satisfied or waived by the applicable Parties (and Access Road Capital LLC where applicable) and that the Vendors have received the Purchase Price.

"**Non-Petitioner Entities**" means the following Vendors: Front Runner Productions, Inc.; Brown Amy, LLC; Fonzo Production Services Inc.; Fonzo, LLC; Front Runner, LLC; Green Moon Inc.; Harmon Films, LLC; Harmon Monster Films, Inc.; Needle In A Timestack, LLC; October Series Holdings, LLC; Para Productions, LLC; Red Sea LLC; Red Sea Productions Inc.; Tully Productions, LLC; TWWMD Holdings, LLC; TWWMD Productions, Inc.; Villains Pictures, LLC; Villains Production Services, Inc.; and Surrounded Productions USA Inc.

"**Organizational Documents**" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"**Original Agreement**" has the meaning set out in the recitals hereto.

"**Outside Date**" means 11:59 p.m. (Vancouver time) on February 23, 2024 or such later date and time as the Vendors, with the consent of the Monitor, and the Purchaser may agree to in writing.

"**Parties**" has the meaning set out in the recitals hereto.

"**Party**" has the meaning set out in the recitals hereto.

"**Permitted Assignee**" has the meaning set out in Section 9.10.

"**Permitted Encumbrances**" means all security interests and other interests arising exclusively from the Assumed Liabilities, if any.

"**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"**Petitioners**" has the meaning set out in the Initial Order.

"**Priority Indebtedness**" means the amounts payable by the Vendors that are secured by Encumbrances against the Purchased Assets in favour of any one or more of the Writers Guild of America, West Inc., the Directors Guild of America Inc. or the Screen Actors Guild – America

Federation of Television and Radio Artists, which rank prior to the interests of the Purchaser in its capacity as the Interim Lender in accordance with the Initial Order or as the Pre-Filing Lender, in each case solely to the extent applicable and necessary to satisfy the Credit Bid Amount in accordance with paragraph 34 of the SISP.

"**Pre-Filing Lender**" means Creative Wealth Media Lending LP 2016, in its capacity as lender to: (i) Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC in respect of the Robin Hood Debt; (ii) Solitary Holdings USA, LLC in respect of the Solitary Debt; (iii) Surrounded Holdings USA LLC in respect of the Surrounded Debt; and (iv) BRON Media Corp. in respect of the BRON Media Debt.

"**Projects**" means all protectable works, including, without limitation, motion pictures, audio, visual, and audiovisual works, interactive works, development properties and all literary and written works.

"**Property**" has the meaning set out in the Initial Order.

"**Purchased Assets**" means all of the assets listed at Schedule "C" hereto, and for greater certainty shall exclude all Excluded Assets and Excluded Liabilities.

"**Purchase Price**" has the meaning set out in Section 3.1.

"**Purchaser**" has the meaning set out in the preamble hereto.

"**Representative**" means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates.

"**Robin Hood Debt**" means all indebtedness of Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC pursuant to a loan and security agreement dated as of December 1, 2021 between Robin Hood Digital PC USA Inc. and the Purchaser.

"**Second ARIO**" has the meaning set out in Section 7.1(b).

"**Settlement Agreement**" means the Settlement Agreement among, *inter alios*, the Petitioners, the Purchaser and Access Road Capital LLC dated January 10, 2024.

"**Settlement Approval Order**" means an order of the Court in form and substance satisfactory to the Petitioners, the Purchaser, Access Road Capital LLC and the Monitor, each acting reasonably, among other things, approving and authorizing the Settlement Agreement and Letter Agreement (as defined in the Settlement Agreement), approving the distribution of the Settled Excluded Media Res Proceeds to Access Road Capital LLC and approving the distribution of the Settled Included Media Res Proceeds to the Purchaser in its capacity as the Interim Lender.

"**Settled Excluded Assets**" means the Settled Excluded Media Res Proceeds and the Settled Excluded Equity Interests.

"**Settled Excluded Equity Interests**" the issued and outstanding shares in the capital, equity securities or membership interests or units, of Media Res Studio LLC, Picturestart, LLC and Emjag Productions, Inc. owned by the Vendors or any of the Vendors' Affiliates, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities.

"**Settled Included Media Res Proceeds**" means $1,100,000.00 of the Media Res Proceeds.

"**Settled Excluded Media Res Proceeds**" means the Media Res Proceeds less $1,100,000.00.

"**SISP**" has the meaning set out in the recitals hereto.

"**Solitary Debt**" means all indebtedness of Solitary Holdings USA, LLC to the Purchaser as of the Closing Date pursuant to a loan and security agreement dated as of August 5, 2020 among Solitary Holdings USA, LLC, Windor Productions BC Inc. and the Purchaser.

"**Surrounded Debt**" means all indebtedness of Surrounded Holdings USA LLC to the Purchaser as of the Closing Date pursuant to a loan and security agreement dated as of November 30, 2020 among Surrounded Holdings USA, LLC, Surrounded Productions USA Inc. and the Purchaser, as amended by an amendment no. 1 dated as of December 22, 2021 and by an amendment no. 2 dated as of August 31, 2022.

"**Taxes**" means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties, fees, assessments, imposts, levies and other charges of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, fines, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"**Transaction**" means all of the transactions contemplated by this Agreement, including the purchase and sale of the Purchased Assets.

"**Transfer Restrictions**" means any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests.

"**Transfer Taxes**" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges imposed by a Governmental Authority, including any related penalties and interest, in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST.

"**Transferred Permits**" means all authorizations, approvals, plans, franchises, orders, certificates, consents, directives, notices, licences, permits, waivers, variances, registrations or other rights or privileges issued to or required of the Vendors by or from any Governmental Authority in relation to any of the Purchased Assets, to the extent transferrable, relating to, or required for the operation or use of the Purchased Assets or any part thereof.

"**Transition Agreement**" means an agreement between the Purchaser and the Vendors on terms acceptable to the Purchaser, the Vendors and the Monitor, each acting reasonably, pursuant to which the Vendors shall provide the Purchaser with such transition services as may reasonably be requested by the Purchaser after the Closing Date to give effect to the Transaction and the transfer of the Purchased Assets to the Purchaser, including by the retention of any Transition Contractors after the Closing Date as may be requested by the Purchaser.

"**Transition Contractors**" means the Employees, consultants or independent contractors retained by the Vendors designated by the Purchaser no later than five (5) Business Days following the granting of the Approval and Vesting Order, if any, to remain employed or be retained by the Vendors, on the Purchaser's behalf, after the Closing Date until no later than February 23, 2024 (unless extended upon mutual agreement of the Purchaser, the Vendors and the Monitor, each acting reasonably) on the terms set out in the Transition Agreement.

"**U.S. Court**" means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

"**U.S. Recognition Orders**" means one or more orders of the U.S. Court in form and substance satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, among other things, recognizing the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order and, if applicable, any Assignment Order.

"**Vendors**" has the meaning set out in the recitals hereto.

"**Vendor Controlled Subsidiaries**" has the meaning set out in Section 9.1.

"**Warranties**" means, to the extent transferable, any existing warranties, guarantees, indemnitees and representations in favour of the Vendors and/or their successors in interest in connection with the (i) development, production and/or services of third parties or transfers of rights in and to or in respect of any of the Purchased Assets and/or (ii) construction, condition or operation of any of the equipment forming part of the Purchased Assets or any component thereof or any improvements made thereto (other than the Excluded Assets).

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States of America.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Vancouver time) on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

(a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.

(b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(c) *Headings.* The inclusion in this Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.

(e) *Words of Inclusion.* Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

(f) *References to this Agreement.* The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

(h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

(i) *No Strict Construction.* The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party, including, without limitation, the doctrine of *contra proferentum*.

1.6 Schedules & Amendments to Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

Schedule "A"	-	Vendors
Schedule "B"	-	Assumed Contracts
Schedule "C"	-	Purchased Assets
Schedule "D"	-	Approval and Vesting Order
Schedule "E"	-	Assignment Order

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2
PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets

(a) Subject to the terms and conditions of this Agreement and except for the Excluded Assets, at the Closing and effective as of the Closing Time, the Vendors hereby agree to sell, assign and transfer to the Purchaser pursuant to the Approval and Vesting Order and any applicable Assignment Order, and the Purchaser agrees to purchase from the Vendors, the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any right thereunder if an assignment or transfer by the Vendors to the Purchaser as contemplated hereunder is not permitted or enforceable under Applicable Law.

2.2 Assumed Contracts

In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of the counterparties to them or any other Person (each a "**Consent Required Contract**"):

(a) the Vendors, at the direction of and in consultation with the Purchaser, shall use their commercially reasonable efforts to obtain any such consent, approval or waiver, all on terms and conditions acceptable to the Purchaser, acting reasonably, and shall regularly apprise the Purchaser on the status of same. The Purchaser shall provide its reasonable cooperation to assist the Vendors in obtaining any such consent, approval or waiver;

(b) if any consent, approval or waiver is not obtained for the assignment of any Consent Required Contract to the Purchaser, on terms acceptable to the Purchaser, acting reasonably, the Vendors shall bring an application to the Court for issuance of an Assignment Order with respect to such Consent Required Contract contemporaneously with the Vendors' application for the issuance of the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order in accordance with Section 5.1(a);

(c) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained, or the assignment of such Contract has been ordered by the Court pursuant to an

Assignment Order, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing;

(d) with respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the applicable Cure Costs related to such Consent Required Contract on Closing shall be paid by the Purchaser in accordance with the Assignment Order or in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty, as applicable;

(e) subject to Sections 2.2(b) and 7.2(a), if any consent, approval, waiver or Assignment Order required to assign a Consent Required Contract has not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract and all such Consent Required Contracts shall be deemed to be Excluded Contracts; and

(f) at the request of and in consultation with the Purchaser, the Vendors shall disclaim or seek to disclaim any Excluded Contracts at any time (collectively, the "**Disclaimed Contracts**"); provided that the Vendors shall be under no obligation to disclaim or seek to disclaim any Excluded Contract which the Vendors (or any one or more of them) are marketing to another party or have entered into an agreement to sell.

2.3 Assumed Liabilities

Subject to the Closing, and except for the Excluded Liabilities, the Purchaser shall assume and perform, discharge and pay when due the following obligations and Liabilities of the Vendors (collectively, the "**Assumed Liabilities**"):

(a) all debts, Liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time, in each case provided that such debts, obligations or Liabilities are not due, arising from, or attributable to any default, breach or violation by the Vendors of any term or condition of this Agreement;

(b) the obligation and Liability of the Vendors to pay Cure Costs in respect of any Consent Required Contract in accordance with Section 2.2(d);

(c) all debts, Liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time;

(d) the Priority Indebtedness; and

(e) all obligations owing from any Vendor to the Directors Guild of America, Inc., the Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West., Inc., and to any other labour union (collectively, the "**Guilds**") arising from a collective bargaining agreement between any Vendor or Vendors and any one or more of the Guilds, including but not limited to all obligations owing from any Vendor to one or more Guilds for the payment of residuals, including, without limitation, security agreements, collection account management agreements, assumption agreements, intercreditor agreements, interparty agreements, guarantee agreements, and any cash deposits or reserves held by any Guild.

2.4 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any debts, Liabilities or other obligations of or Claims against the Vendors (collectively, the "**Excluded Liabilities**"), including:

(a) all debts, Liabilities, obligations or claims related to any Excluded Asset, including all obligations owing by the Vendors pursuant to any Excluded Contract;

(b) all debts, Liabilities and obligations related to any Purchased Asset or the Business arising out of or related to the period prior to the Closing Time;

(c) all Liabilities of the Vendors under the Assumed Contracts incurred prior to the Closing Time, excluding any applicable Cure Costs payable in accordance with Section 2.2(d) and Section 2.3(b);

(d) all obligations and Liabilities owing by the Vendors to any shareholder, director, officer or affiliate;

(e) all obligations, Liabilities or Claims relating to, resulting from or arising out of the employment or termination of any Employee of the Vendors, including any Employee Plan;

(f) all obligations, Liabilities or Claims relating to the Disclaimed Contracts;

(g) all Taxes imposed on or relating to the Vendors or any of their Representatives or Affiliates and all Taxes imposed on or relating to the Purchased Assets that are attributable to any pre-Closing tax period whether or not any such period ends on or before the Closing Date (other than any Transfer Taxes payable by the Purchaser in accordance with Section 3.4);

(h) all debts, Liabilities and obligations of the Vendors arising under this Agreement, including for certainty, all legal, accounting, broker, financial advisor or other professional fees, costs and expenses incurred by the Vendors in connection with the CCAA Proceedings, this Agreement or the Transaction;

(i) all debts, Liabilities and obligations of the Vendors that are vested from the Purchased Assets pursuant to the Approval and Vesting Order, including all debts, Liabilities and obligations of the Vendors under the Administration Charge, KERP Charge and Directors' Charge; and

(j) all Claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Time.

2.5 Right to Modify the Purchased Assets and Assumed Contracts

From and after the Effective Date until the date that is (i) three (3) days prior to the date upon which the application for the Approval and Vesting Order is scheduled to be heard by the Court in the case of undertakings, property and assets of the Vendors (other than any Contracts) and (ii) five (5) days prior to the date upon which the application for the granting of an Assignment Order is scheduled to be heard by the Court in the case of any Contracts, the Purchaser shall be entitled, by notice in writing to the Monitor, and the Vendors, to:

(a) add any of the undertakings, property and assets of the Vendors to the Purchased Assets, which undertakings, property and assets shall, and shall be deemed to be Purchased Assets and shall be acquired by or transferred or assigned to the Purchaser at Closing;

(b) add any Contracts to the Assumed Contracts, which Contracts shall, and shall be deemed to be Assumed Contracts and shall be acquired by or transferred or assigned to the Purchaser at Closing; and

(c) add any Liabilities to the Assumed Liabilities, which Liabilities shall, and shall be deemed to be Assumed Liabilities and shall be assumed by the Purchaser at Closing.

No change to the Credit Bid Amount shall result from the addition of any undertakings, property, assets, Contracts or Liabilities to the Purchased Assets, Assumed Contracts and Assumed Liabilities pursuant to this Section 2.5. Notwithstanding the foregoing, the Purchaser may not include in the Purchased Assets any of the Settled Excluded Assets.

2.6 Right to Modify the Excluded Assets and Excluded Contracts

From and after the Effective Date until the date that is (i) seven (7) days prior to the Closing Date in the case of undertakings, property and assets of the Vendors (other than any Contracts) and (ii) one (1) day prior to the Closing Date in the case of any Contracts, the Purchaser shall, by notice in writing to the Vendors and the Monitor, be entitled to:

(a) exclude any of the undertakings, property and assets of the Vendors from the Purchased Assets, which undertakings, property and assets shall, and shall be deemed to be Excluded Assets and shall not be acquired by or transferred or assigned to the Purchaser at Closing; and

(b) exclude any Contracts from the Assumed Contracts, which Contracts shall, and shall be deemed to be Excluded Contracts and shall not be acquired by or transferred or assigned to the Purchaser at Closing.

No change to the Credit Bid Amount shall result from the exclusion of any undertakings, property, assets, Contracts or Liabilities from the Purchased Assets, Assumed Contracts and Assumed Liabilities pursuant to this Section 2.6. Notwithstanding the foregoing, the Purchaser may not exclude any of the Priority Indebtedness from the Liabilities classified as "Assumed Liabilities", as applicable.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Purchased Assets shall compromise of the following amounts (in the aggregate, the "**Purchase Price**"), in each case exclusive of Transfer Taxes:

(a) an amount equal to the Interim Lender Debt;

(b) an amount equal to the BRON Media Debt;

(c) an amount equal to the Robin Hood Debt;

(d) an amount equal to the Solitary Debt;

(e) an amount equal to the Surrounded Debt;

(f) an amount equal to the Assumed Liabilities, payable on, accruing to, or arising prior to the Closing Time; and

(g) the sum of $9,500.00 (the "**Cash Payment**").

3.2 Allocation of the Purchase Price

The Purchaser and the Vendors shall agree upon the allocation of the Purchase Price in respect of the Purchased Assets, both acting reasonably, within thirty (30) days following Closing or by such other date as the Parties agree. Such allocation shall be determined in accordance with Applicable Law. The Parties shall report the purchase and sale of the Purchased Assets for all federal, provincial and local tax purposes in accordance with the agreed upon allocation and this Agreement.

3.3 Satisfaction of the Purchase Price

The Purchase Price shall be satisfied by the Purchaser as follows, and the Vendors hereby direct the Purchaser to satisfy the Purchase Price in accordance with this Section 3.3 and this shall be the Purchaser's good and sufficient authority for so doing:

(a) as to the amounts referred to in Sections 3.1(a), by the Purchaser releasing the Borrowers from repayment of all amounts owing thereunder;

(b) as to the amounts referred to in Sections 3.1(b)-3.1(e), by the Purchaser releasing the Vendors from repayment of all amounts owing thereunder;

(c) as to the amount referred to in Section 3.1(f), by the Purchaser assuming, performing, and/or discharging such Assumed Liabilities as and when they become due; and

(d) as to the amount referred to in Section 3.1(g), by the Purchaser paying the Cash Payment by wire transfer of immediately available funds to the Vendors.

For greater certainty, the assumption by the Purchaser of the Assumed Liabilities has been taken into account with respect to the determination of the aggregate Purchase Price payable pursuant to this Article 3 and the assumption of such Assumed Liabilities by the Purchaser does not (except to the extent such liabilities are payable on, accruing to, or arising prior to the Closing Time) constitute separate or additional consideration hereunder in respect of the Purchased Assets.

3.4 Tax Matters

The Parties agree that:

(a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay any applicable Transfer Taxes on the Purchaser's acquisition of the Purchased Assets in addition to the Purchase Price, either to the Monitor on behalf of the Vendors or directly to the appropriate Governmental Authority, as required by Applicable Law;

(b) if applicable, the Vendors and the Purchaser shall each jointly elect under section 167 of the *Excise Tax Act* and any equivalent or comparable corresponding provision under any applicable provincial or territorial legislation, in the form prescribed for the purposes of each such provision, that no GST/HST will be payable in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such elections with the applicable tax authorities within the time and in the manner required by the Applicable Law; and

(c) the Purchaser and the Vendors shall also execute and deliver such other tax elections and forms as they may mutually agree upon.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendors

The Vendors hereby represent and warrant as of the date hereof and as of the Closing Time as follows, and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Incorporation and Status. The Vendors are corporations incorporated and existing under the statutes of the jurisdiction identified next to their names in Schedule "A", and are in good standing under such statutes and have the power and authority to enter into, deliver and perform their obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order in respect of the matters to be approved therein, performance by the Vendors of this Agreement has been authorized by all necessary corporate action on the part of the Vendors.

(c) No Conflict. The execution, delivery and performance by the Vendors of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Vendors.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendors and constitutes a legal, valid and binding obligation of the Vendors, enforceable against them in accordance with its terms, subject only to obtaining the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order.

(e) No Proceedings. Unless otherwise known to the Purchaser, there are no proceedings pending against the Vendors or, to the knowledge of the Vendors, threatened, with respect to, or in any manner affecting, the Purchased Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Assets or the Closing of the Transaction as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendors from fulfilling any of their obligations set forth in this Agreement.

(f) No Consents or Authorizations. Subject only to obtaining the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order, and any consents, approvals or waivers required in connection with the assignment of the Assumed Contracts, no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Vendors, and each of the agreements to be executed and delivered by the Vendors hereunder or the sale of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Vendors to consummate the Transaction.

(g) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement and unless otherwise known to the Purchaser, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendors of the Purchased Assets.

(h) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement for which the Purchaser will be liable or responsible.

(i) Assumed Contracts. The Contracts listed in Schedule "B" include all of the Contracts necessary to establish the Vendors' right, title and interest in and to the Purchased Assets and for the Purchaser to acquire, and obtain the benefit of, all of the Purchased Assets (in each case solely to the extent Contracts are required in respect of the same).

(j) Taxable Canadian Property. With respect to each Vendor, either:

(i) such Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (and, if such Vendor is a partnership, such Vendor is a "Canadian partnership" as defined in the *Income Tax Act*); or

(ii) if such Vendor is a non-resident of Canada for purposes of the *Income Tax Act* (or a partnership other than a "Canadian partnership" as defined in the *Income Tax Act*), then the Purchased Assets acquired from such Vendor under this Agreement do not constitute (and are not deemed to constitute) "taxable Canadian property" to the Vendor within the meaning of the *Income Tax Act*, and without limiting the foregoing, such Vendor does not carry on business in Canada for purposes of the *Income Tax Act*.

4.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendors as of the date hereof and as of the Closing Time, and acknowledges that, the Vendors are relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

(a) Formation and Status. The Purchaser is a limited partnership formed and existing under the *Limited Partnerships Act* (Ontario), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser's general partner.

(c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order.

(e) No Proceedings. Unless otherwise known to the Vendors, there are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin, delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.

(f) No Consents or Authorizations. Subject only to obtaining the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order, and any consents, approvals or waivers required in connection with the assignment of the Assumed Contracts (including any Assignment Order), no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Purchaser, and each of the agreements to be executed and delivered by the Purchaser hereunder or the purchase of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Purchaser to consummate the Transaction.

(g) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement entered into by the Purchaser for which the Purchaser will be liable or responsible.

(h) Solvency. The Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

4.3 As is, Where is

The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Assets shall be sold and delivered to the Purchaser on an "*as is, where is*" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, the Purchaser acknowledges and agrees that: (i) no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, including with respect to the Purchased Assets; and (ii) the Monitor has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the Transaction contemplated hereby, including with respect to the Purchased Assets. The disclaimer in this Section 4.3 is made notwithstanding the delivery or disclosure to the Purchaser or its Representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement). Without limiting the generality of the foregoing and unless and solely to the extent expressly set forth in this Agreement or in any documents required to be delivered pursuant to this Agreement, any and all conditions, warranties or representations, expressed or implied, pursuant to Applicable Law do not apply hereto and are hereby expressly waived by the Purchaser. The Purchaser further acknowledges, agrees and confirms that it has conducted its own investigations, due diligence and analysis in satisfying itself as to all matters relating to the Vendors and their assets, liabilities and business.

Until Closing, the Purchased Assets shall remain at the risk of the Vendors. After Closing occurs, the Purchased Assets shall be at the sole risk of the Purchaser regardless of the location of the Purchased Assets.

ARTICLE 5
COVENANTS

5.1 Application for the Second ARIO, the Approval and Vesting Order and Petition for the U.S. Recognition Orders

Subject to the requirements of Section 2.2:

(a) each of the Parties shall use its commercially reasonable efforts to: (i) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction; and (ii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law. Among other things, the Parties agree that this shall require the Vendors, as promptly as practicable after execution and delivery of this Agreement, to serve and file with the: (i) Court an application for the issuance of the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order and any Assignment Order; and (ii) U.S. Court a petition for the issuance of the U.S. Recognition Orders;

(b) the Vendors shall: (i) provide the Purchaser with a reasonable opportunity to review and comment upon all materials filed by the Vendors with the Court and the U.S. Court in accordance with this Section 5.1 at least two (2) Business Days in advance of such filing, which materials shall be consistent with the terms and conditions of this Agreement; and (ii) provide notice of the application for the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order and any Assignment Order and petition for the U.S. Recognition Orders on all Persons as may be required by the Purchaser, including, without limitation, all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary or advisable by the Vendors or the Purchaser. The Vendors shall promptly inform and provide the Purchaser with copies of responses or objections received by them relating to this Agreement or the Transaction in the event the Vendors or their counsel have reason to believe that counsel to the Purchaser has not already separately received copies of the same; and

(c) if the Second ARIO, the Approval and Vesting Order, the Settlement Approval Order, any Assignment Order or the U.S. Recognition Orders shall be appealed or any application or petition for rehearing or reargument shall be filed with respect thereto, the Vendors agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, application, or motion.

5.2 Actions to Satisfy Closing Conditions

Each of the Parties shall use its commercially reasonable efforts to take or cause to be taken, all appropriate action, and do, or cause to be done all things necessary, proper or advisable under Applicable Law to consummate and make effective, as soon as reasonably practicable and in any event prior to the Outside Date, the transactions contemplated by this Agreement (including the transfer to the Purchaser of title to the Purchased Assets) and, without limiting the generality of the foregoing, each Party shall:

(a) use its commercially reasonable efforts to take such actions as are, at the time of such action, within its power to control and to cause other actions to be taken which are not within its power to control, so as to facilitate the fulfillment of all of the conditions precedent to the other Party's obligations to consummate the Transaction provided for in Section 7.1, Section 7.2 and Section 7.3; and

(b) not take any action, or refrain from taking any action and use commercially reasonable efforts to not permit any action to be taken or not taken, which would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement.

The Purchaser hereby agrees, and hereby agrees to cause its Representatives to, keep the Vendors informed on a reasonably current basis, as reasonably requested by the Vendors or the Monitor, as to the Purchaser's progress in terms of the satisfaction of the conditions precedent contained herein. The Vendors hereby agree, and hereby agree to cause their Representatives to, keep the Purchaser informed on a reasonably current basis, as reasonably requested by the Purchaser, as to the Vendors' progress in terms of the satisfaction of the conditions precedent contained herein.

5.3 Access to Information and Investigation by the Purchaser

Until the Closing Date, the Vendors shall furnish to the Purchaser's Representatives engaged in the transactions contemplated by this Agreement during normal business hours full access to the Purchased Assets, including all of the Books and Records relating solely to the Purchased Assets and the Assumed Liabilities, and shall furnish them with all such information relating solely to the Purchased Assets and the Assumed Liabilities as the Purchaser may reasonably request solely in connection with the Transaction; provided that any such access shall be in accordance with Applicable Law (including any orders of any Governmental Authority that would restrict, limit or otherwise hinder such access), in such a manner as to maintain confidentiality and not to unreasonably interfere with the normal operations of the Vendors' Business. The Purchaser and its Representatives further agree to abide by any safety rules or rules of conduct reasonably imposed by the Vendors with respect to such access and any information furnished to it or its Representatives pursuant thereto. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require the Vendors to disclose: (i) due diligence questions, lists or investigations conducted by others, names, bids, letters of intent, expressions of interest, or other proposals received from others in connection with the Transaction or other information and analyses relating to such communications; or (ii) information (A) subject to privilege, (B) which would conflict with any confidentiality obligations to which the Vendors are bound or (C) in violation of Applicable Law.

5.4 Interim Period

During the Interim Period, except (i) as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), (ii) as necessary in connection with the CCAA Proceedings, (iii) as otherwise provided in the Initial Order and any other Court orders prior to the Closing Time, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Vendors shall:

(a) remain in possession of the Purchased Assets, use the Purchased Assets only in the ordinary course of business in all material respects consistent with past practice and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions, modifications or maintenance in the ordinary course of business, including by maintaining in full force and effect all material insurance policies and binders relating to the Purchased Assets and give any notice or present any Claim under any such insurance policies and binders consistent with the past practice of the applicable Vendors in the ordinary course of business;

(b) not transfer, lease, license, sell, abandon, create any Encumbrance on, or otherwise dispose of any of the Purchased Assets or any portion thereof or interest therein, other than in the ordinary course of business in all material respects consistent with past practice;

(c) not amend in any material respect or in a manner outside the ordinary course of business in all material respects consistent with past practice any Assumed Contract that forms a part of the Purchased Assets or waive any material provision or right thereunder or surrender, disclaim, terminate or assign any such Assumed Contract;

(d) keep the Purchaser reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any tax or regulatory investigation or any other investigation by a Governmental Authority or action involving the Vendors or the Purchased Assets, provided that nothing in this Section 5.4(d) shall require the Vendors to disclose information: (i) subject to privilege; (ii) which would conflict with any confidentiality obligations to which the Vendors are bound; or (iii) in violation of Applicable Law; and

(e) not enter into any material contract or other material written agreement in respect of or materially applicable to any of the Purchased Assets.

5.5 Post-Closing Accounts Receivable

Within five (5) Business Days following the Closing Date, and prior to the termination of the CCAA Proceedings or any assignment in bankruptcy, the Vendors shall deliver a notice, in form and substance satisfactory to the Purchaser, acting reasonably, and duly executed by the Vendors, to the account debtors of, and all applicable collection account managers, agents and/or administrators with respect to, the Accounts Receivable and the Assumed Contracts included in the Purchased Assets regarding the transfer of the Accounts Receivable and the Assumed Contracts and directing that all further payments thereunder be made to the Purchaser. Any Accounts Receivable forming part of the Purchased Assets collected by the Vendors, the Monitor or any trustee-in-bankruptcy appointed with respect to the Vendors (or other proceeds collected or derived from a Purchased Asset by the Vendors, the Monitor or such trustee-in-bankruptcy), other than the Purchase Price paid hereunder, from and after the Closing Date shall be held in trust for the benefit of the Purchaser, and such funds shall not form part of the Vendors' estate or otherwise be made available to the Vendors' stakeholders, and, upon receipt following the Closing, shall promptly be paid to, and for the benefit of, the Purchaser in accordance with its rights under this Agreement.

If after Closing, the Purchaser or any of its Permitted Assignees receives or otherwise comes to possess any Excluded Assets, the Purchaser will promptly (i) give written notice to the Vendors and the Monitor and (ii) transfer, assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) such assets to the Vendors at the Vendors' sole expense. Prior to any such transfer, the Purchaser or its applicable Permitted Assignees receiving or possessing any such Excluded Asset will hold it in trust for the benefit of the Vendors. The Purchaser will cooperate with the Vendors and use its commercially reasonably efforts to set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 5.5.

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place electronically on the Closing Date effective as of the Closing Time (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

6.2 Vendors' Closing Deliveries

At the Closing Time, the Vendors shall execute and deliver or cause to be delivered, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;

(b) a true copy of the Second ARIO, as issued and entered by the Court;

(c) a true copy of the Approval and Vesting Order, as issued and entered by the Court;

(d) a true copy of the Settlement Approval Order, as issued and entered by the Court;

(e) a true copy of any Assignment Order, as issued and entered by the Court;

(f) true copies of the U.S. Recognition Orders, as issued and entered by the U.S. Court;

(g) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Vendors;

(h) the General Conveyance, duly executed by the Vendors;

(i) the Assignment and Assumption Agreement, duly executed by the Vendors;

(j) if applicable the Transition Agreement, duly executed by the Vendors;

(k) a certificate of an officer of each Vendor dated as of the Closing Date confirming that all of the representations and warranties of such Vendor contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that such Vendor has performed in all material respects the covenants to be performed by it prior to the Closing Time; and

(l) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall execute and deliver or cause to be delivered, as the case may be, to the Vendors (or to the Monitor, as applicable), the following, each of which shall be in form and substance satisfactory to the Vendors, acting reasonably:

(a) payment to the Monitor (or evidence of payment by the Purchaser to the relevant Governmental Authorities) of all Transfer Taxes required by Applicable Law to be collected on Closing, in accordance with Section 3.4;

(b) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Purchaser;

(c) the General Conveyance, duly executed by the Purchaser;

(d) the Assignment and Assumption Agreement, duly executed by the Purchaser;

(e) if applicable the Transition Agreement, duly executed by the Purchaser;

(f) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;

(g) payment to the Vendors of the Cash Payment in accordance with Section 3.1(g); and

(h) such other agreements, documents and instruments as may be reasonably required by the Vendors to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7
CONDITIONS OF CLOSING

7.1 Conditions Precedent in Favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

(a) Amendment to the DIP Loan Agreement. The Purchaser and the Vendors shall have entered into one or more amendments to the DIP Loan Agreement (collectively, the "**DIP Amendment**") pursuant to which, among other things, (i) the Non-Petitioner Entities shall be added as "Borrowers" under the DIP Loan Agreement and (ii) the maturity date under the DIP Loan Agreement shall be extended to February 23, 2024.

(b) Second Amended and Restated Initial Order. The Court shall have issued a second amended and restated Initial Order (the "**Second ARIO**"), among other things, (i) adding the Non-Petitioner Entities as "Petitioners" in the CCAA Proceedings and (ii) approving the DIP Amendment, which Second ARIO shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(c) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(d) Settlement Approval Order. The Court shall have issued and entered the Settlement Approval Order, which Settlement Approval Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(e) U.S. Recognition Orders. The U.S. Court shall have issued and entered the U.S. Recognition Orders, which U.S. Recognition Orders shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(f) No Order. No Applicable Law and no final or non-appealable judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction or modifies or amends the Second ARIO, the Approval and Vesting Order, the Assignment Order, if any, or the U.S. Recognition Order, in each case in a manner materially adverse to the Purchaser.

(g) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

(h) Monitor's Certificate. The Monitor shall have provided an executed copy of the Monitor's Certificate confirming that all conditions to Closing have either been satisfied or waived by both the Purchaser and the Vendors (with respect to the conditions 7.1(a) – (i)) or each of the Purchaser, the Vendors, and Access Road Capital LLC (with respect to condition 7.1(j)), as applicable.

(i) Transition Agreement. If requested by the Purchaser, the Vendors and the Purchaser shall have entered into the Transition Agreement.

(j) Settlement Agreement: The Effective Date (as defined in the Settlement Agreement) shall have occurred.

The foregoing conditions 7.1 (a) – (i) are for the mutual benefit of the Parties and condition 7.1(j) is for the mutual benefit of the Parties and Access Road Capital LLC as third-party beneficiary thereof. If any condition set out in this Section 7.1 is not satisfied, performed, or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement. For greater certainty, the condition set out in Section 7.1(j) cannot be waived without the written consent of each of the Parties and Access Road Capital LLC.

7.2 Conditions Precedent in Favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Assignment Order. The Court shall have issued and entered any Assignment Order requested by the Purchaser, which Assignment Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(b) Vendors' Deliverables. The Vendors shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.

(c) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects: (i) as of the

Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(d) No Breach of Covenants. The Vendors shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendors on or before the Closing Date.

(e) Stay of Proceedings. All stays of proceedings contained in the Initial Order and the Final Recognition Order shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not materially prejudicial to the Purchaser or which does not materially adversely affect the Purchaser's rights under this Agreement or the Purchased Assets.

(f) Existing Court Orders. The Initial Order, the SISP Order and the Final Recognition Order shall be in full force and effect and shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Purchaser.

(g) No Default. No default or event of default shall have occurred or shall be continuing under the DIP Loan Agreement.

(h) Allocation. Any allocation of the Charges amongst the Property sought pursuant to the Initial Order or proposed in connection with the SISP, the Approval and Vesting Order, this Agreement or the Transaction, shall be satisfactory to the Purchaser in its sole discretion.

(i) CCAA Charge Amount. The CCAA Charge Amount shall have been pre-funded pursuant to the DIP Loan Agreement or otherwise satisfied from the Vendors' cash on hand.

(j) Obligations Due to the Guilds. The aggregate total of the Liabilities to the Guilds arising out of or related to the period prior to the Closing Time and assumed pursuant to Section 2.3(e) shall not exceed $50,000.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in this Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendors to terminate this Agreement.

7.3 Conditions Precedent in Favour of the Vendors

The obligation of the Vendors to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendors at the Closing all the documents and payments contemplated in Section 6.3.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the

Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

(d) Payment of the Non-Petitioners' Petitioners. The fees and expenses to be incurred in connection with the addition of the Non-Petitioner Entities as "Petitioners" in the CCAA Proceedings and the filing of the Non-Petitioner Entities' petitions for relief in the Chapter 15 Proceedings shall have been funded under the DIP Loan Agreement.

The foregoing conditions are for the exclusive benefit of the Vendors. Any condition in this Section 7.3 may be waived by the Vendors in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendors only if made in writing. If any condition set out in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Vendors may elect on written notice to the Purchaser to terminate this Agreement.

ARTICLE 8
TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

(a) by the mutual written agreement of the Vendors (with the consent of the Monitor) and the Purchaser;

(b) by the Purchaser upon written notice to the Vendors if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Second ARIO, the Approval and Vesting Order and the Settlement Approval Order are not obtained on or before January 17, 2024 (subject to availability of the Court); provided in each case that the failure to close or obtain such order, as applicable, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement;

(c) by written notice from the Purchaser to the Vendors if there has been a material breach by the Vendors of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendors, and such breach has not been cured within five (5) days following the date upon which the Vendors received such notice, unless the Purchaser is in material breach of its obligations under this Agreement; or

(d) by written notice from the Vendors (with the consent of the Monitor) to the Purchaser if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendors, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendors have provided prior written notice of such breach to the Purchaser, and such breach has not been cured within five (5) days following the date upon which the

Purchaser received such notice, unless any one or more of the Vendors are in material breach of their obligations under this Agreement.

8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder. Under no circumstances shall either of the Parties or their respective Representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

8.3 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

ARTICLE 9
GENERAL

9.1 Binding on Subsidiaries

Each of the Vendors acknowledges and agrees that it is entering into this Agreement on behalf of itself and on behalf of each of its wholly-owned and/or controlled subsidiaries (including, without limitation, any entities for which one or more of the Vendors are member managers), and that any and all grants of rights contained in this Agreement is intended to include any and all of the Purchased Assets owned or controlled by each Vendor and any and all of the Purchased Assets owned or controlled by each Vendor's wholly-owned and/or controlled subsidiaries (the "**Vendor Controlled Subsidiaries**"), only to the extent necessary to sell, assign and transfer the Purchased Assets to the Purchaser. For greater certainty, the Vendor Controlled Subsidiaries shall not be obliged to sell, convey, assign or transfer any Excluded Asset to the Purchaser.

9.2 Access to Books and Records

(a) For a period of two (2) years from the Closing Date or for such longer period as may be reasonably required for the Vendors (or any trustee in bankruptcy of the estate of any of the Vendors) to comply with any Applicable Law, the Purchaser shall retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Monitor and the Vendors (or trustee in bankruptcy of the estate of the Vendors) have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

(b) Notwithstanding any other term in this Agreement, emails within the Vendors' possession immediately prior to Closing that form part of the Purchased Assets will not be delivered to the Purchaser (other than in accordance with the terms of this Section 9.2) and will only be preserved on data systems held by Adam Davids Law, PLLC and by a Canadian law firm to be selected solely by the Vendors. Emails related to the Purchased Assets (and only those emails) can be accessed by the Purchaser upon request to the Vendor, subject to review by a third party, selected by the Vendors and the Purchaser, acting reasonably, for privilege, confidentiality, restrictions under Applicable Law, and relevance to the

Purchased Assets. All expenses, costs and fees related to such requests shall be borne solely by the Purchaser.

9.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by same-day courier or by read-receipted email, addressed:

(a) in the case of the Purchaser, as follows:

Creative Wealth Media Lending LP 2016
c/o Creative Wealth Media GenPar Ltd.
151 Bloor Street West, Suite 700
Toronto, ON M5S 1S4

Attention: Richard McConnell
Email: Richard.McConnell@cwmoviefund.ca

with a copy to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attention: Peter Dunne, Mike Shakra and Joshua Foster
Email: dunnep@bennettjones.com; shakram@bennettjones.com; fosterj@bennettjones.com

(b) in the case of the Vendors, as follows:

c/o BRON Media Corp.
Suite 1700, Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Aaron Gilbert

Email: agilbert@bronstudios.com

with a copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 4A9

Attention: Asim Iqbal
Email: aiqbal@millerthomson.com

(a) in each case, with a further copy to the Monitor as follows:

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

Attention: Mark Wentzell
Email: Mark.Wentzell@ca.gt.com

with a copy to:

Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: John Birch
Email: jbirch@cassels.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.4 Public Announcements

Subject to Section 5.1(b), the Vendors and the Monitor shall be entitled to disclose this Agreement to the Court, the U.S. Court and the parties in interest in the CCAA Proceedings and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Subject to the forgoing, no press release or other announcement concerning the Transaction shall be made by the Purchaser or the Vendors without the prior consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Survival

The representations and warranties of the Parties contained in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction shall merge on Closing, provided that the representations, warranties and covenants of the Parties contained in this Agreement and in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction to be performed after the Closing, or which by their terms survive Closing, shall survive Closing and remain in full force and effect.

9.7 Entire Agreement

This Agreement and the attached Schedules hereto, and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Vendors (with the consent of the Monitor) and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of British Columbia therefrom.

9.10 Assignment; Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as specifically provided herein, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Monitor and the Parties and their successors and permitted assigns. Subject to the following sentence, no Party may assign its right or benefits under this Agreement without the consent of the other Party and the Monitor. Notwithstanding the foregoing, the Purchaser may, from time to time prior to the application for the Approval and Vesting Order, upon prior notice to the Vendors and the Monitor (and without their respective prior written consent), assign this Agreement, or any or all of its rights and obligations hereunder, to one or more related parties, subsidiaries or Affiliates (each, a "**Permitted Assignee**") (and, for greater certainty, the Purchaser may assign to one or more Permitted Assignees the right to purchase, in consideration for the allocable portion of the Purchase Price, all or any portion of the Purchased Assets hereunder), provided that any such Permitted Assignee agrees to be bound by the terms of this Agreement to the extent of the assignment and that no such assignment shall relieve the Purchaser of its obligations hereunder.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement, including any documents reasonably necessary to reflect a chain of title in and to and/or to obtain access to the Purchased Assets for the benefit of the Purchaser. In addition, the Vendors shall cause each of the Vendor Controlled Subsidiaries to transfer all rights in and to the Purchased Assets to the Purchaser and to execute documents consistent therewith.

9.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

9.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.14 Non-Waiver

No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

9.15 Expenses

Except as otherwise provided in the DIP Loan Agreement, each of the Parties shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

9.16 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel, and the Closing shall be deemed to have occurred.

9.17 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA, the Initial Order and any other order of the Court in the CCAA Proceedings, the Vendors and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendors and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

[*Signature Page Follows*]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

BRON MEDIA CORP.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 (CANADA) CORP.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC BC INC.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

WINDOR PRODUCTIONS BC INC.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE USA, CORP.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA INC.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 LLC

By: DocuSigned by: [signature] 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

I AM PINK PRODUCTIONS, LLC

By: DocuSigned by: [signature] 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC USA INC.

By: DocuSigned by: [signature] 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL USA, LLC

By: DocuSigned by: [signature] 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

SOLITARY HOLDINGS USA, LLC

By: DocuSigned by: [signature] 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE CORP.

By: DocuSigned by: [signature] 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON RELEASING INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON EVEREST PRODUCTIONS INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

HENCH 2 BC PRODUCTIONS INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON DIGITAL USA, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

DRUNK PARENTS, LLC

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS USA INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER PRODUCTIONS USA INC.

By: DocuSigned by: 751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

HARRY HAFT PRODUCTIONS, INC.

By: DocuSigned by: 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

OAKLAND PICTURES HOLDINGS, LLC

By: DocuSigned by: 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

PATHWAY PRODUCTIONS, LLC

By: DocuSigned by: 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON LIFE USA INC. (BRON LEGACY USA INC.)

By: DocuSigned by: 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON RELEASING USA INC.

By: DocuSigned by: 751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BAKHORMA, LLC

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

WELCOME TO ME, LLC

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON ANIMATION INC.

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES HOLDINGS USA, LLC

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER HOLDINGS USA, LLC

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

LUCITE DESK, LLC

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON DEVELOPMENTS INC.

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS INTL. CORP.

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS INC.

DocuSigned by:

By: ______________________
751C2A4AB98947E

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA DEVELOPMENTS INC.

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

HEAVYWEIGHT HOLDINGS, LLC (PREVIOUSLY HARRY HAFT FILMS, LLC)

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS BC INC.

DocuSigned by:

By: ______________________
751C2A4AB98947E...

Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER PRODUCTIONS BC INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA CORP.

DocuSigned by:
By: ______________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

FRONT RUNNER PRODUCTIONS, INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

BROWN AMY, LLC

DocuSigned by:
By: ______________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO PRODUCTION SERVICES INC.

DocuSigned by:
By: ______________________
751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO, LLC

DocuSigned by:
By: ______________________
751C2A4AB98947E
Name: Aaron Gilbert
Title: Chief Executive Officer

FRONT RUNNER, LLC

DocuSigned by:
751C2A4AB98947E...

By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

GREEN MOON INC.

DocuSigned by:
751C2A4AB98947E...

By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

HARMON FILMS, LLC

DocuSigned by:
751C2A4AB98947E...

By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

HARMON MONSTER FILMS, INC.

DocuSigned by:
751C2A4AB98947E...

By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

NEEDLE IN A TIMESTACK, LLC

DocuSigned by:
751C2A4AB98947E...

By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

PARA PRODUCTIONS, LLC

DocuSigned by:
751C2A4AB98947E...

By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

RED SEA LLC

DocuSigned by:
751C2A4AB98947E...

By: ______________________
Name: Aaron Gilbert
Title: Chief Executive Officer

RED SEA PRODUCTIONS INC.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

TULLY PRODUCTIONS, LLC

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD HOLDINGS, LLC

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD PRODUCTIONS, INC.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

VILLAINS PICTURES, LLC

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

VILLAINS PRODUCTION SERVICES, INC.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

SURROUNDED PRODUCTIONS USA INC.

By: DocuSigned by: 751C2A4AB98947E...
Name: Aaron Gilbert
Title: Chief Executive Officer

OCTOBER SERIES HOLDINGS, LLC

DocuSigned by:
751C2A4AB98947E

By: ________________________________
Name: Aaron Gilbert
Title: Chief Executive Officer

SURROUNDED HOLDINGS USA LLC

DocuSigned by:
751C2A4AB98947E...

By: ________________________________
Name: Aaron Gilbert
Title: Chief Executive Officer

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**

DocuSigned by:

By: Richard McConnell
C317D020233B4E5

Name: Richard McConnell
Title: President

SCHEDULE "A"

VENDORS

Canadian Vendors:

BRON Animation Inc. (British Columbia)
BRON Creative Corp. (Ontario)
BRON Developments Inc. (British Columbia)
BRON Media Corp. (British Columbia)
BRON Media Holdings Intl. Corp. (British Columbia)
BRON Media Holdings USA Inc. (British Columbia)
BRON Releasing Inc. (British Columbia)
BRON Studios Inc. (British Columbia)
BRON Ventures 1 (Canada) Corp. (British Columbia)
BRON Everest Productions Inc. (Ontario)
Fables Productions BC Inc. (British Columbia)
Gossamer Productions BC Inc. (British Columbia)
Hench 2 BC Productions Inc. (British Columbia)
Robin Hood Digital PC BC Inc. (British Columbia)
Windor Productions BC Inc. (British Columbia)

US Vendors:

Bakhorma, LLC (Washington)
BRON Creative USA, Corp. (Nevada)
BRON Digital USA, LLC (Delaware)
BRON Life USA Inc. (BRON Legacy USA Inc.) (Delaware)
BRON Media Holdings USA Corp. (Delaware)
BRON Releasing USA Inc. (Delaware)
BRON Studios USA Development Inc. (Nevada)
BRON Studios USA Inc. (Nevada)
BRON Ventures 1 LLC (Delaware)
Brown Amy, LLC (Nevada)
Drunk Parents, LLC (New York)
Fables Holdings USA, LLC (Delaware)
Fables Productions USA Inc. (Delaware)
Fonzo Production Services Inc. (Louisiana)
Fonzo, LLC (Nevada)
Front Runner, LLC (Nevada)
Front Runner Productions, Inc. (Georgia)
Gossamer Holdings USA, LLC (Delaware)
Gossamer Productions USA Inc. (Delaware)
Green Moon Inc. (Washington)
Harmon Films, LLC (New York)
Harmon Monster Films, Inc. (New York)
Harry Haft Productions, Inc. (New York)
Heavyweight Holdings, LLC (previously Harry Haft Films, LLC) (Delaware)
I Am Pink Productions, LLC (Delaware)
Lucite Desk, LLC (Delaware)
Needle In A Timestack, LLC (Delaware)
Oakland Pictures Holdings, LLC (Delaware)

October Series Holdings, LLC (Delaware)
Para Productions, LLC (Nevada)
Pathway Productions, LLC (Delaware)
Red Sea LLC (Nevada)
Red Sea Productions Inc. (Nevada)
Robin Hood Digital PC USA Inc. (Delaware)
Robin Hood Digital USA, LLC (Delaware)
Solitary Holdings USA, LLC (Delaware)
Surrounded Holdings USA LLC (Delaware)
Surrounded Productions USA Inc. (Delaware)
Tully Productions, LLC (Nevada)
TWWMD Holdings, LLC (Delaware)
TWWMD Productions, Inc. (Nevada)
Villains Pictures, LLC (Nevada)
Villains Production Services, Inc. (New York)
Welcome to Me, LLC (California)

SCHEDULE "B"

ASSUMED CONTRACTS[1]

The following is an exhaustive list of the Assumed Contracts:

Copyright, Trademark and Chain of Title

1. All copyright agreements and chain of title agreements related thereto.

2. All trademark agreements and chain of title agreements related thereto.

Bakhorma, LLC

3. Distribution Agreement, regarding Prospect, dated September 27, 2018, between Gunpowder & Sky Distribution, LLC and Bakhorma, LLC.

4. Literary Purchase Agreement, regarding Prospect, dated October 7, 2016, between Bakhorma, LLC and Shep LLC.

5. Assignment Agreement, regarding Prospect, dated October 7, 2016, between Bakhorma, LLC and Shep LLC.

Bakhorma, LLC & Green Moon, Inc

6. Collection Account Management Agreement, regarding Prospect, dated June 22, 2018, among Freeway Cam B.V., Stichting Freeway Custody, Bakhorma, LLC, Green Moon, Inc, Realm Productions USA, LLC, Shep, LLC, Weitz Brothers Productions, Inc, Ground Control Entertainment, Inc., Creative Wealth Media Finance Corp., Film Finances Canada LTD, William Morris Endeavor Entertainment, LLC, and Screen Actors Guild-American Federation of Television and Radio Artists.

BRON Animation Inc. & BRON Releasing Inc.

7. Collection Account Management Agreement, regarding Henchmen, dated March 1, 2021, between Fintage Collection Account Management B.V., Henchmen Productions, BRON Releasing Inc., BRON Animation, Inc., Creative Wealth Media Finance Corp., and SAG-AFTRA.

BRON Creative Corp.

8. Collection Account Management Agreement, regarding Blackbird, dated June 12, 2015, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including BRON Creative Corp.

9. Collection Account Management Agreement, regarding The Nightingale, dated February 23, 2017, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including BRON Creative Corp.

10. Sales Agent Side Letter Agreement, regarding Nightingale, dated February 23, 2017, between Nightingale Films Holdings Pty Ltd., FilmNation International, LLC, Cinefinance, LLC, Bron

[1] For greater certainty, the Assumed Contracts do not include the Settled Excluded Assets and Settled Excluded Equity Interests.

Creative Corp and Screen Australia, a statutory authority established by the *Screen Australia Act 2008 (Cth)*.

11. Loan and Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC, and Bron Creative Corp.

12. General Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.

13. Copyright Mortgage and Assignment; Power of Attorney, regarding My Abandonment, dated March 29, 2017, between My Abandonment and Bron Creative Corp.

14. Copyright Assignment and Notice of Ownership, regarding Fences, between Paramount Pictures Corporation and BRON Creative Corp.

15. Loan and Security Agreement, regarding Nightingale, dated November 18, 2016, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., and Bron Creative Corp.

16. General Security Agreement, regarding Nightingale, dated December 22, 2016, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., and Bron Creative Corp.

17. Priority Deed, regarding Nightingale, dated February 7, 2017, between BRON Creative Corp., Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Fulcrum Media Finance 3 PTY Ltd., and Fulcrum Media Finance 2 PTY Ltd.

18. Interparty Agreement, regarding Nightingale, dated February 16, 2017, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Screen Tasmania, Fulcrum Media Finance 3 PTY Ltd., Fulcrum Media Finance 2 PTY Ltd. and The Crown in Right of Tasmania.

19. Second Variation to the Interparty Agreement, regarding Nightingale, dated June 7, 2018, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Fulcrum Media Finance 3 PTY Ltd., and Fulcrum Media Finance 2 PTY Ltd.

20. Omnibus Amending Agreement, regarding Nightingale, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., and Cinefinance, LLC.

21. Second Omnibus Amending Agreement, regarding Nightingale, dated June 7, 2018, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., and Cinefinance, LLC.

BRON Creative Corp. & BRON Creative USA, Corp.

22. Assignment of Contracts Agreement, dated June 18, 2019, between Bron Creative Corp., and Bron Creative USA, Corp., together with all rights, titles, and interests assigned pursuant thereto, including under the Term Sheet, regarding Inner City, dated April 4, 2017, between Columbia Pictures Industries, Inc. and Bron Creative Corp.

23. Assignment Agreement, dated July 20, 2017, between Bron Creative Corp., and Bron Creative USA, Corp., together with all rights, titles, and interests assigned pursuant thereto, including under

the Co-Financing Agreement dated March 22, 2016 between BRON Creative Corp. and Paramount Pictures Corporation and the proceeds thereof.

BRON Creative Corp. & BRON Studios USA, Inc.

24. Amended and Restated Collection Account Management Agreement, dated October 4, 2018, between Freeway Cam B.V., Stitching Freeway Custody, BRON Studios USA Inc., My Abandonment, LLC, My Abandonment Productions Services Inc., Linda Reisman, Harrison Productions, Inc. f/s/o Anne Harrison, Anne Rosselini, BRON Creative Corp., First Look Productions, 18th Floor Studios, LLC, Still Rolling Productions, Inc. f/s/o Debra Granik, Endeavour Content, LLC, Screen Actors Guild- American Federation of Television and Radio Artists.

BRON Creative USA, Corp.

25. Collection Account Management Agreement, regarding Green Knight, dated January 25, 2022, between Freeway CAM B.V, Stitching Freeway Custody, Green Knight Productions LLC, Off With Your Head LLB, A24 Distribution LLC, and BRON Creative USA, Corp.

26. Co-Finance Agreement, regarding The Good Liar, dated February 28, 2018, between BRON Creative USA, Corp. and New Line Productions, Inc.

27. Financing Agreement, regarding Green Knight, dated March 28, 2019, between A24 Distribution LLC and BRON Creative USA, Corp.

28. Investment Agreement, regarding Queen and Slim, dated April 30, 2019, between Royalty Holdings LLC and BRON Creative USA, Corp.

29. Co-Financing and Distribution Term Sheet, regarding Rust City, dated May 3, 2019, between Columbia Pictures Industries Inc. and Bron Creative USA Corp.

30. Fatherhood Term Sheet, dated July 9, 2019, confirming the Agreement between Columbia Pictures Industries Inc. and Bron Creative USA, Corp.

31. Partnership Agreement for Hercules-Bron Creative Partnership, regarding Hercules, dated June 7, 2018, between Hercules Film Investors I, Inc., and Bron Creative USA Corp.

32. Limited Liability Company Agreement, dated November 16, 2018, between Bron Creative USA, Corp., Creative Wealth Media Lending Inc., and the Persons signing this Agreement as Members on counterpart signature pages for the Company, BRON Creative WB 1, LLC.

33. Administration Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc. and BRON Creative WB 1, LLC.

34. Letter Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc., BRON Creative WB 1, LLC and LPF (WB Blocker) Investment Corp.

35. Investment Agreement, dated January 2, 2020, between BCWB1 Blocker, Inc. and BRON Creative USA, Corp.

36. Priority Payment to Blocker Agreement dated January 2, 2020, between BCWB1 Blocker, Inc., BRON Creative USA, Corp., and Creative Wealth Media Equity Fund I LP.

37. Co-Financing and Distribution Term Sheet, regarding Greyhound, dated July 13, 2017, between Sony Pictures Worldwide Acquisitions Inc. and BRON Creative USA Corp.

BRON Creative USA, Corp. & BRON Studios USA, Inc.

38. Hercules Partnership Term Sheet, dated May 10, 2018, between BRON Creative USA Corp., BRON Studios USA, Inc., and Creative Wealth Media Lending LP 2016.

39. Amended and Restated Financing Term Sheet, regarding The Good Liar, dated April 2, 2018, between BRON Studios USA, Inc., BRON Creative USA Corp., and Creative Wealth Media Lending LP 2016.

40. Amended and Restated Financing Term Sheet, regarding Greyhound, dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA, Inc. and Creative Wealth Media Lending LP 2016.

41. Amended and Restated Financing Term Sheet, dated April 2, 2018, between BRON Creative USA Corp., BRON Studios USA, Inc., and Creative Wealth Media Lending LP.

42. Amended and Restated Term Sheet dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA, Inc. and Creative Wealth Media Lending LP 2016

BRON Developments Inc.

43. Option Purchase Agreement, regarding Parallel, dated June 25, 2015, between Bron Developments Inc. and Scott Blaszak.

BRON Developments Inc. & Para Productions LLC

44. Assignment of Contracts Agreement, regarding Parallel, dated October 4, 2016, between BRON Developments Inc. and Para Productions LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Option and Purchase Agreement dated June 25, 2015, between BRON Developments Inc., as producer, and Scott Blaszak, as owner, and the Writer's Agreement dated March 31, 2016 between BRON Developments Inc., as producer, and Scott Blaszak, as writer.

BRON Everest Productions Inc.

45. Everest: The North Face Co-Financing/Distribution Term Sheet, dated April 4, 2021, between IMAX Corporation, BRON Everest Productions Inc., and NGC Network US, LLC.

BRON Life USA Inc. (BRON Legacy USA Inc.)

46. Term Sheet, regarding Playground, dated May 19, 2021, between BRON Life USA Inc. and Trooper Entertainment, f/s/o David Caplan.

BRON Life USA Inc. (BRON Legacy USA Inc.) & BRON Releasing USA Inc.

47. Sales Agent Agreement, regarding Playground, dated August 11, 2021, between BRON Life USA Inc. and BRON Releasing USA Inc.

BRON Media Corp.

48. MasterKey Series Commercial Coverage, dated January 21, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.

49. Chubb Commercial Excess and Umbrella Insurance Agreement, dated January 30, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.

50. Inland Marine Insurance Film Producers Commercial Coverage, dated February 1, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.

BRON Media Holdings Int. Corp & BRON Studios USA Inc.

51. Certificate of Liability Insurance, dated June 2, 2021, between FRONT Row Insurance Brokers, LLC and Bron Media Holdings Intl. Corp, Bron Studios USA Inc., BRON Studios UK Ltd, CMA Series Holdings UK Ltd, CMA Productions UK Ltd, and BRON Releasing UK Ltd.

BRON Media Holdings USA Corp.

52. Simple Agreement for Future Equity, between Subnation Media Inc. and Bron Media Holdings USA Corp.

BRON Releasing Inc.

53. Participation Agreement, regarding Hailey and the Hero Heart, dated April 24, 2020, between Creative Wealth Media Finance Corp., BRON Releasing Inc., Epic Story Media Distribution Inc., Hero Heart IP Holdco Inc., and Hunted Production Services Inc.

BRON Releasing Inc., BRON Releasing USA Inc., & Robin Hood Digital USA, LLC

54. Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.

BRON Releasing USA Inc.

55. Co-Sales Representation Agreement, regarding National Anthem, dated January 26, 2022, between BRON Releasing USA Inc., William Morris Endeavor Entertainment, LLC, and National Anthem Holdings, LLC.

56. Sales Agent Agreement, regarding National Anthem, dated November 23, 2021, between National Anthem Holdings, LLC and BRON Releasing USA Inc.

57. Investor Agreement, regarding Loudmouth, dated June 28, 2021, between BRON Releasing USA Inc. and Loudmouth Documentary, LLC.

58. Sales Advisory Services Letter Agreement, regarding Untitled Nicki Minaj Documentary Series, dated December 17, 2020, between BRON Releasing USA Inc. and Endeavor Content, LLC.

BRON Releasing USA Inc. & Fables Holdings USA, LLC

59. Sales Agent Agreement, regarding Fables, dated April 17, 2020, between BRON Releasing USA Inc. and Fables Holdings USA, LLC.

BRON Releasing USA Inc. & Gossamer Holdings USA, LLC

60. Sales Agent Agreement, regarding Gossamer, dated April 21, 2020, between Gossamer Holdings USA, LLC and BRON Releasing USA Inc.

BRON Releasing USA Inc. & BRON Studios USA, Inc.

61. Collection Account Management Agreement, dated April 3, 2023, regarding National Anthem, between Freeway Cam B.V., Stichting Freeway Custody, National Anthem Holdings, LLC, National Anthem Prodco, Inc., BRON Studios USA, Inc., BRON Releasing USA, Inc., Creative Wealth Media Finance Corp, William Morris Endeavor Entertainment, LLC, SAG-AFTRA, Directors Guild of America Inc., Writers Guild of America, West, Inc., Writers Guild of America, East, Inc., and Hercules Film Investors I (US), Inc.

62. Collection Account Management Agreement, regarding Pieces of a Woman, dated August 10, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Holding Pieces, LLC, Pieces Film, Inc, BRON Studios USA, Inc., Creative Wealth Media Lending LP 2016, BRON Releasing USA, Inc., Creative Artists Agency, LLC, and Comerica Bank.

BRON Releasing USA Inc., BRON Studios USA, Inc., & Needle In A Timestack, LLC

63. Collection Account Management Agreement, regarding Needle in a Timestack, dated October 25, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Needle in a Timestack, LLC, Needle Production Services BC Inc., BRON Studios USA, Inc., BRON Releasing USA, Inc., Creative Wealth Media Lending LP 2016, Endeavor Content, LLC, Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America Inc, and Writers Guild of America, West, Inc.

BRON Releasing USA, Inc., BRON Studios USA, Inc., & Para Productions, LLC

64. Collection Account Management Agreement, regarding Parallel, dated July 19, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Para Productions BC Inc., Para Productions, LLC., Bron Studios USA Inc., Bron Releasing USA, Inc., Endeavor Content, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, SAG-AFTRA, and Directors Guild of America Inc.

BRON Releasing USA Inc. & I Am Pink Productions, LLC

65. Sales Agent Agreement, regarding Untitled Nicki Minaj Documentary Series, dated August 17, 2018, between I Am Pink Productions, LLC and BRON Releasing USA Inc.

BRON Releasing USA Inc. & Solitary Holdings USA, LLC

66. Sales Agent Agreement, regarding Solitary, dated August 4, 2020, between Solitary Holdings USA, LLC and BRON Releasing USA Inc.

BRON Studios, Inc.

67. Collection Account Management Agreement, regarding "Tell", dated November 11, 2014, between Fintage Collection Account Management B.V., Humdinger International, LLC, Arclight Films International Pty Ltd (CAN 100 209 872), Bron Studios, Inc., and Creative Wealth Media Finance Corp.

68. Option Purchase Agreement, regarding "House of Heroin" AKA "Muslim Mafia", dated December 4, 2017, between First Look Productions, Inc. and Bron Studios, Inc. on the one hand, and Haroon Ullah on the other hand.

69. Amendment to Option Agreement, regarding "House of Heroin", dated April 2, 2021, between Haroon Ullah on the one hand, and First Look Productions, Inc. and Bron Studios, Inc. on the other hand.

70. Notice of Option Extension, regarding "House of Heroin" AKA "Muslim Mafia", dated June 7, 2021, between First Look Productions, Inc. and Bron Studios, Inc. on the one hand, and Haroon Ullah on the other hand.

71. Letter Agreement, regarding NBA, dated January 8, 2021, between Endgame Entertainment Company, LLC, Film 45, LLC, BRON Studios Inc., and the NBA Development League.

BRON Studios Inc. & BRON Studios USA Inc.

72. Product Declaration, regarding Queen and Slim, dated August 26, 2020, between Bron Studios Inc., Bron Studios USA Inc., and Bron Studios UK Ltd.

73. Certificate of Insurance, dated April 22, 2019, between BRON Studios Inc., BRON Studios USA, Inc., BRON Holdings USA, Inc., Shadowplay Series Holdings UK Limited, Film United s.r.o. and Chubb Insurance Company of Canada, with Additional Insured Creative Wealth Media Equity Fund I LP.

74. Insurance – Confirmation of Binding, dated April 23, 2019, between BRON Studios Inc., BRON Studios USA, Inc., Shadowplay Series Holdings UK Limited, Film United s.r.o, and Front Row Insurance Brokers Inc.

BRON Studios USA Developments Inc. & Fonzo, LLC

75. Assignment of Contracts Agreement, regarding Fonzo, dated February 8, 2018, between BRON Studios USA Developments Inc. and Fonzo, LLC.

BRON Studios USA Developments Inc. & Needle In A Timestack, LLC

76. Assignment Agreement, dated June 13, 2018, regarding Needle in a Timestack, dated June 13, 2018, between BRON Studios USA Developments Inc. and Needle in a Timestack, LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Screenplay Purchase Agreement dated as of May 1, 2018, and Quitclaim Agreement dated as of May 3, 2018, each entered into by BRON Studios USA Developments Inc.

BRON Studios USA, Inc.

77. Collection Account Management Agreement, dated 21, September 2018, regarding Master Cleanse, between Freeway Cam B.V., Stichting Freeway Custody, Master Cleans, LLC, XYZ Films, LLC, Creative Wealth Media Finance Corp., BRON Studios USA, Inc., Alcide Bava Pictures Inc., and SAG-AFTRA.

78. Collection Account Management Agreement, dated March 25, 2019, regarding Assassination Nation, between Erostratus LA, LLC, Erostratus, LLC., BRON Studios USA Inc., Creative Wealth Media Finance Corp., Foxtail Entertainment, LLC, David the King, LLC, AXQG Corp., Three

Point Capital, LLC, Phantom Four Productions, LLC, The Reasonable Bunch, Inc, William Morris Endeavor Entertainment, LLC, SAG-AFTRA, Writer's Guild of America, West, Inc., and Directors Guild of America Inc.

79. Collection Account Management Agreement, dated April 8, 2015, regarding Driftless Area, between Fintage Collection Account Management B.V., Bron Studios USA Inc., Driftless Area LLC, Unified Pictures, Inc., Radiant Films International, LLC, Creative Wealth Media Finance Corp., SAG-AFTRA, and Mutressa Movies LLC.

80. Collection Account Management Agreement, regarding Tumbledown, dated July 18, 2014, between Fintage Collection Account Management B.V., Bron Studios USA, Inc., Tumbledown, LLC, Sierra/Affinity, LLC, Creative Wealth Media Finance Corp., Corner Piece Capital, LLC, Rebecca Hall, LLC, Ruby's Tuna, Inc., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc., Creative Artists Agency, Indigo Productions Inc., Grand Slam Investments Inc., Scott Byberg.

81. Binding Term Sheet, regarding Mad Solar, dated October 28, 2020, between Lake Effect Productions LLC, Scott Mescudi, Dennis Cummings, and BRON Studios USA Inc., and any limited liability company agreement to which BRON Studios USA Inc. is a party related thereto.

82. Loan Agreement, regarding Blackhand, dated July 1, 2020, between BRON Studios USA Inc. and Blackhand Pictures LLC.

83. Limited Liability Company Agreement, dated July 1, 2020, between Blackhand Pictures LLC and BRON Studios USA Inc.

84. Little Lamb Agreement, dated December 6, 2021, between Bron Studios USA Inc. and Little Lamb Productions, Inc.

85. Common Stock Subscription Agreement, dated January 2022, between Little Lamb Productions, Inc. and BRON Studios USA Inc.

86. Initial Limited Liability Company Operating Agreement for BRON Pictures Holdings, LLC, dated May 22, 2019, between BRON Studios USA Inc. and Blac USA Inc.

87. Collection Account Management Agreement, regarding Meadowland, dated June 16, 2015, among Fintage Collection Account Management B.V., Meadowland Production Services, Inc., Meadowland Movie, LLC, K5 Media Group Gmbh, William Morris Endeavor Entertainment LLC, The Gersh Agency, Creative Wealth Media Finance Corp., BRON Studios USA, Inc., Three Point Capital, LLC, Laleslig Films, LLC, Itaca Films S DE R.L. DE C.V., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc. for itself and on behalf of the Writers Guild of America, East, Inc. and Gray Krauss Stratford Sandler Des Rochers LLP.

88. Bridge Loan Agreement, dated March 28, 2014, between BRON Studios USA Inc. and Tumbledown, LLC.

89. Collection Account Management Agreement, regarding Birth of a Nation, dated October 3, 2016, between Fintage Collection Account Management B.V., BOAN 5, LLC, BOAN 5 GA, Inc, WME Entertainment, LLC, Creative Wealth Media Finance Corp., Film Finances, Inc., Each Productions, Inc., Strike the Rock Productions, Inc. Gray Krauss Stratford Sandler Des Rochers LLP, Proctor House LLC, Follow Through Productions, LLC, Infinity Entertainment, LLC, Jane Oster, Point

Made Films, LLC, Liberty and Justice, LLC, Liberty and Justice Too LLC, Hit55 Ventures, LLC, Jill and Ryan Ahrens, and Bron Studios USA, Inc.

BRON Studios USA, Inc. & BRON Media Holdings Intl. Corp

90. Certificate of Liability Insurance, dated June 2, 2021, between Front Row Insurance Brokers, LLC, Bron Media Holdings Intl. Corp, Bron Studios USA Inc, BRON Studios UK Ltd, CMA Series Holdings UK Ltd, CMA Productions UK Ltd, and BRON Releasing UK Ltd.

BRON Studios USA, Inc. & Brown Amy, LLC

91. Collection Account Management Agreement, regarding Beatriz at Dinner, dated June 22, 2017, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, each a Party, including Brown Amy, LLC, BRON Studios USA, Inc., Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Killer Content, Inc, Film Finances, Inc., Lewis M. Hendler, Sierra/Affinity LLC, Carmina Productions, William Morris Endeavor Entertainment, Creative Artists Agency, United Talent Agency, SAG-AFTRA, Writers Guild of America, West, Inc., and Directors Guild of America Inc.

BRON Studios USA, Inc., Fonzo, LLC, & Fonzo Production Services, Inc.

92. Collection Account Management Agreement, regarding "Fonzo" AKA "Capone", dated January 21, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Fonzo, LLC, Fonzo Production Services, Inc., Bron Studios USA, Inc., Lawrence Bender Productions, Inc, Addictive Pictures, Inc., Endeavor Content JB, LLC AKA Jellyfish Bloom, LLC, Endeavor Content, LLC, Creative Wealth Media Lending LP 2016, Three Point Capital Louisiana, LLC, Blueberry Hill Films, Inc. F/S/O Joshua Trank, Little Black Doc, Inc. F/S/O Tom Hardy, SAG-AFTRA, Director's Guild of America Inc., and Writers Guild of America, West, Inc.

BRON Studios USA, Inc., Harmon Films, LLC, & Harmon Monster Films, Inc.

93. Collection Account Management Agreement, regarding Monster, dated September 7, 2017, between Freeway Cam B.V., Stichting Freeway Custody, and Harmon Monster Films, LLC, Harmon Monster Films, Inc., Tonik Productions, LLC, William Morris Endeavor Entertainment, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Three Point Capital, LLC, Bron Studios USA Inc., DC Investing, LLC, Linnea Roberts, Charlevoix Entertainment, LLC, Capstone Credit, LLC, SAG-AFTRA, Directors Guild of America, and Gray Krause Stratgord Sandler Des Rochers LLP.

94. First Amendment to the Collection Account Management Agreement "Monster", regarding "Monster", dated December 16, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Harmon Films, LLC, Harmon Monster Films, Inc., Tonik Productions, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Three Point Capital, LLC, Bron Studios USA Inc., DC Investing, LLC, Linnea Roberts, Charlevoix Entertainment, LLC, Capstone Credit, LLC, SAG-AFTRA, and Directors Guild of America

BRON Studios USA, Inc. & Harry Haft Productions, Inc., & Heavyweight Holdings, LLC

95. Collection and Account Management Agreement regarding "The Survivor" AKA "Harry Haft" dated May 10, 2021 between Freeway Cam B.V., Stitching Freeway Custody, Heavyweight Holdings, LLC, Harry Haft Productions, Inc., BRON Studios USA, Inc., Creative Wealth Media Equity Fund I LP, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP,

2016, Three Point Capital, LLC, New Mandate Films, LLC, Endeavour Content JB International, LLC, Endeavour Content, LLC, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writers Guild of America, West, Inc.

BRON Studios USA, Inc. & Lucite Desk, LLC

96. Quitclaim Agreement, regarding Fair and Balanced, dated October 9, 2018, between Annapurna Productions, LLC, BRON Studios USA, Inc., and Lucite Desk LLC (provided that, the membership units in Lucite Desk LLC shall not constitute a Purchased Asset).

97. Collection Account Management Agreement, dated July 15, 2020, regarding Bombshell, between Freeway Cam B.B., Stichting Freeway Custody, Lucite Desk, LLC, BRON Studios USA Inc., Creative Wealth Media Finance Corp, Creative Wealth Media Lending LP 2016, Cast & Crew Financial Services, LLC, and Annapurna Productions, LLC.

BRON Studios USA, Inc., Red Sea LLC, & Red Sea Productions Inc.

98. Collection Account Management Agreement, regarding The Red Sea Diving Resort, dated September 30, 2019, between Red Sea, LLC, c/o BRON Studios USA, Inc., Red Sea Productions Inc., c/o BRON Studios USA Inc., Creative Wealth Media Finance Corp., Three Point Capital, LLC, National Bank of Canada, BRON Studios USA Inc., EMJAG Productions, Inc., Chutzpah Films, Inc., Endeavor Content, LLC, and Creative Artists Agency.

BRON Studios USA, Inc. & Surrounded Holdings USA, LLC

99. Acquisition - Distribution Term Sheet, regarding Surrounded, dated February 16, 2021, between Metro-Goldwyn-Mayer Pictures Inc., Surrounded Holdings USA, LLC, and BRON Studios USA, Inc.

BRON Studios USA, Inc. & TWWMD Holdings, LLC

100. Amendment No. 1 to Purchase and Distribution Agreement, regarding "Those Who Wish Me Dead", dated February 1, 2021, among TWWMD Holdings, LLC, New Line Productions, Inc., and Bron Studios USA, Inc.

BRON Studios USA, Inc., Villains, LLC, & Villains Production Services, Inc.

101. Collection Account Management Agreement, regarding "Villains", dated December 4, 2019, between Freeway Cam B.V., Stitching Freeway Custody, Villains, LLC c/o BRON Studios, Villains Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.

BRON Studios USA, Inc. & Welcome to Me, LLC

102. Collection Account Management Agreement, regarding Welcome to Me, dated May 21, 2013, between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writer's Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East,

Inc., Gary Sanchez Productions, LLC, Bron Studios USA, Inc., United Talent Agency, William Morris Endeavour Entertainment LLC.

103. Amendment to Collection Account Management Agreement, regarding Welcome to me, between Fintage between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Gary Sanchez Productions, LLC, and BRON Studios USA, Inc.

104. Second Amendment to the Collection Account Management Agreement, regarding Welcome to Me, dated May 31, 2018, between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writer's Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East, Inc., Gary Sanchez Productions, LLC, Bron Studios USA, Inc., United Talent Agency, William Morris Endeavour Entertainment LLC.

BRON Ventures 1 LLC

105. Convertible Promissory Note, dated September 30, 2019, between NOW//with Ventures LLC and BRON Ventures 1 LLC.

106. Note Purchase Agreement, dated July 31, 2019, between NOW//with Ventures LLC, and any successor entity thereto pursuant to any corporate reorganization, and the persons and entities whose name appear on the signature pages hereto, including BRON Ventures 1 LLC.

BRON Ventures 1 (Canada) Corp.

107. Investment Agreement, dated September 26, 2018, between Epic Story Media Inc. and BRON Ventures 1 (Canada) Corp.

108. Promissory Note, dated September 26, 2018, between Epic Story Media Inc. and Bron Ventures 1 (Canada) Corp.

109. Shareholders' Agreement, dated September 26, 2018, between Epic Story Media Inc., Epic Story Investments Inc., and Bron Ventures 1 (Canada) Corp.

Brown Amy, LLC

110. Option Agreement regarding Beatriz at Dinner, dated July 18, 2016, between Go Mike Go, Inc. and Brown Amy LLC.

111. Option Exercise Letter, regarding Beatriz at Dinner, dated July 29, 2016, between GO Mike Go and Brown Amy LLC, whereby Brown Amy elects to exercise the Option under the Option Agreement dated July 18, 2016.

112. Non-Theatrical Distribution Agreement regarding Beatriz at Dinner, dated May 12, 2017, between Entertainment In Motion Inc. and Brown Amy LLC by its exclusive agent, Sierra/Affinity, LLC.

113. Distribution Agreement regarding Beatriz at Dinner, dated May 10, 2017, between Buena Vista International, Inc. and Brown Amy LLC.

114. License Agreement regarding Beatriz at Dinner, dated March 1, 2017, between Brown Amy LLC, and Myndform EHF.

115. License Agreement regarding Beatriz at Dinner, dated April 4, 2017, between Brown Amy LLC and Eagle Films Middle East LLC.

116. License Agreement regarding Beatriz at Dinner, dated June 6, 2017, between Brown Amy LLC, and MVP VIVA (FZC).

117. Motion Picture Distribution Agreement, regarding Beatriz at Dinner, dated January 27, 2017 between Brown Amy, LLC, and Roadside Attractions LLC and Filmnation Features, LLC.

118. License Agreement regarding Beatriz at Dinner, dated March 8, 2017, between Brown Amy LLC, and Ster-Kinekor Entertainment, a division of Primedia Pty Ltd.

119. License Agreement regarding Beatriz at Dinner, dated February 22, 2017, between Brown Amy LLC, and Fabula Medya A.S.

120. License Agreement regarding Beatriz at Dinner, dated April 24, 2017, between Brown Amy LLC, and CDC International SARL.

Drunk Parents, LLC

121. Collection Account Management Agreement, dated December 14, 2016, between Freeway CAM B.V.; Stichting Freeway Custody; Drunk Parents, LLC; Drunk Parents Productions Inc.; Drunk Parents Production Services, Inc.; Fortitude International, Inc.; Creative Wealth Media Finance Corp; Three Point Capital, LLC; Screen Actors Guild – American Federation of Television and Radio Artists; Writers Guild of America, West, Inc.; Directors Guild of America Inc.; Film Finances, Inc.; Turk Bev Productions, Inc. FSO Alec Baldwin; Dos Lunas, Inc. FSO Salma Hayek.

122. Letter and Standard Terms of the non-theatrical agreement, dated January 3, 2019, between Drunk Parents, LLC and Terry Steiner International, Inc. with respect to the pictures and/or television programmes specified in Exhibit A.

123. Settlement Agreement, dated May 14, 2019, between Kino Swiat Sp. Z.o.o. and Fortitude International, Inc. as sales agent for Drunk Parents, LLC and as successor in interest to Cinephil France S.A.S.

124. Content Acquisition Agreement, dated July 3, 2019, between Universal Pictures Visual Programming Limited and Drunk Parents, LLC.

125. Distribution Agreement, dated December 18, 2018, between Drunk Parents, LLC and Vertical Entertainment, LLC and all its successors, assignees, licensees and/or sublicenses.

126. Sales Agency Agreement, dated December 1, 2015, between Drunk Parents, LLC, and Fortitude International, Inc.

Fables Holdings USA, LLC

127. Assignment and Assumption Agreement, regarding Fables, dated May 1, 2020, between Little Lamb Productions, Inc., and Fables Holdings USA, LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Writing Agreement between Little Lamb

Productions, Inc. and Kyra Noonan dated April 28, 2020, and all other writing/consulting/ development agreements in connection with the audiovisual project titled "Fables" entered into by Little Lamb Productions, Inc.

Fonzo, LLC

128. Payment Agreement regarding Capone, dated July 9, 2020, between Roadshow Films Pty Ltd. and Fonzo LLC, and Comerica Bank, regarding the Distribution Agreement dated May 5, 2020, between Fonzo, LLC and Roadshow Films Pty Ltd.

129. License Agreement regarding Capone, dated May 16, 2017, between Jellyfish Bloom, LLC, Fonzo LLC, and Garsu Pasauloi Irasai.

130. License Agreement regarding Capone, dated May 14, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and The Searchers NV.

131. License Agreement regarding Fonzo, dated April 16, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and UCFTI, Inc.

132. License Agreement regarding Capone, dated June 8, 2020, between Endeavour Content JB, LLC (f/k/a Jellyfish Bloom, LLC), Fonzo LLC, and Blitz d.o.o.

133. Master Film License Agreement regarding Fonzo, dated January 30, 2017, between Fonzo LLC and Freeway Entertainment Kft. with Exhibits 3, 4, and 6.

134. International Multiple Rights Distribution Agreement, regarding Capone, dated May 7, 2020, between Fonzo, LLC and Leonine Licensing AG.

135. License Agreement, regarding Capone, dated December 16, 2021, between William Morris Endeavour Entertainment, LLC, Fonzo, LLC, and ADS Services KFT.

136. License Agreement regarding Fonzo, dated March 16, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and SENA.

137. License Agreement regarding Fonzo, dated February 24, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and PT Prima Cinema Mutimedia.

138. Distribution Agreement regarding Capone, dated December 1, 2021, between Fonzo LLC, and America Video Films S.A.

139. License Agreement regarding Fonzo, dated February 14, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and Selim Ramia & Co.

140. License Agreement regarding Capone, dated May 18, 2020, between Endeavour Content JB, LLC (f/k/a Jellyfish Bloom, LLC), Fonzo, LLC, and Monolith Films SP Z.O.O.

141. Assignment of Sub-License Agreements, dated February 8, 2021, between Fonzo, LLC and Kristola Film & TV (UK) Limited.

142. Master Film License Agreement, regarding Fonzo, dated January 30, 2017, between Fonzo, LLC and Kristola Film & TV (UK) Limited, with Exhibits 1 and 2.

143. License Agreement regarding Fonzo, dated September 18, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Disenire Ltd.

144. Amendment No. 2 to License Agreement regarding Capone, dated July 30, 2020, between Endeavour Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and Disenire Ltd.

145. License Agreement regarding Fonzo, dated February 21, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and Star Media Entertainment.

146. Amendment No. 1 to License Agreement regarding Fonzo, dated July 13, 2020, between Endeavour Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and Star Media Entertainment.

147. License Agreement regarding Fonzo, dated January 16, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Fox Networks Group Asia Pacific Limited.

148. License Agreement regarding Fonzo, dated February 25, 2019, between Jellyfish Bloom, LLC, Fonzo, LLC, and Empire Entertainment, a Tiso Blackstar Group Brand (f/k/a Times Media Films A Division of Times Media (Pty) Limited.

149. License Agreement regarding Capone, dated January 22, 2021, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and Comunidad Filmin SL.

150. License Agreement regarding Fonzo, dated December 11, 2017, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and Elite Film AG.

151. License Agreement regarding Fonzo, dated March 1, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and TME Icerik Produksiyon A.S.

152. Amendment to License Agreement regarding Fonzo, dated August 20, 2020, between Endeavor Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and TME Icerik Produksiyon A.S

153. License Agreement dated January 9, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Entertainment Film Distributors Ltd.

154. Quitclaim Agreement, regarding Fonzo, dated January 16, 2018, between Fonzo, LLC and its assignees and/or successors in interest, and AI Film Entertainment and its assignees and/or successors, and Lawrence Bender Productions, Inc.

Front Runner, LLC

155. Distribution Agreement, regarding The Front Runner, dated May 17, 2018, between Sony Pictures Worldwide Acquisitions Inc. and Front Runner, LLC.

Gossamer Holdings USA, LLC

156. Marketplace Distribution Agreement, dated March 14, 2023, regarding Gossamer, between Epic Games Inc. and Gossamer Holdings USA, LLC.

157. Exhibit A.1 of the Marketplace Distribution Agreement, regarding Gossamer, dated March 14, 2023, between Gossamer Holdings USA, LLC and Epic Games Inc.

Harmon Films, LLC

158. License Agreement, regarding "Monster", dated August 11, 2021, between Kanopy Inc. and Harmon Films, LLC.

159. License Agreement, regarding "Monster", dated September 22, 2020, between Netflix, Inc. and Harmon Films, LLC.

160. Sales Agent Agreement, regarding "Monster", dated April 15, 2016, between William Morris Endeavor Entertainment, LLC and Harmon Films, LLC.

161. Writing Agreement, regarding "Monster", dated June 5, 2013, between Tonik Productions, LLC and Heygood Images Productions, Inc.

162. Amendment to Writing Agreement, regarding "Monster", dated February 10, 2017, between Tonik Productions, LLC and Heygood Images Productions, Inc., whereby Tonik shall assign all of its right, title, and interest, and all obligations and responsibilities under the Agreement, to Harmon Films, LLC.

163. Short Form Assignment, regarding "Monster", dated August 23, 2016 between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.

164. Amendment to Short Form Assignment, regarding "Monster" AKA "All Rise", dated June 20, 2019, between Tonik Productions, Inc. and Charlevoix Entertainment, LLC on the one hand, and Harmon Films. LLC on the other hand.

165. Short Form Assignment, regarding "Monster", dated July 21, 2016 between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.

166. Amendment to Short Form Assignment, regarding "Monster", dated June 20, 2019, between Tonik Productions, Inc. and Harmon Films, LLC, amending the Short Form Assignment dated July 21, 2016.

167. Amendment to Short Form Assignment, regarding "Monster", dated October 17, 2016, between ToniK Productions, Inc. and Harmon Films, LLC, amending the Short Form Assignment dated July 21, 2016.

168. Polish Agreement, regarding "Monster", dated April 27, 2016, between Harmon Films, LLC and Janece Shaffer.

169. Credit Amendment to Polish Agreement, regarding "Monster", dated March 21, 2019, between Harmon Films, LLC and Janece Shaffer, amending the Polish Agreement, dated April 27, 2016.

Heavyweight Holdings, LLC

170. License Agreement, dated September 27, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Benelux Film Investments, B.V.

171. Amendment No. 1 to the License Agreement dated January 18, 2022 between Heavyweight Holdings, LLC, WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC

f/k/a/ Jellyfish Bloom International, LLC) acting as Sales Agent on behalf of Licensor, and Benelux Film Investments B.V.

172. License Agreement, dated January 8, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Heavyweight Holdings, LLC, and Latvian Theatrical Distribution Ltd.

173. Short Form License Agreement-"Harry Haft", dated October 3, 2019, between Heavyweight Holdings, LLC, and Elevation Pictures Corp., executed in accordance with and subject to the terms of the Distribution Agreement dated as of August 15, 2019 between Heavyweight Holdings, LLC and Elevation Pictures Corp.

174. License Agreement, dated May 19, 2022, between WME Legacy International, LC (f/k/a/ Endeavour Content International JB, LLC, Heavyweight Holdings, LLC, and Beijing Xiaoming Zhumeng Data Service Ltd.

175. License Agreement, dated October 3, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Sena.

176. License Agreement, dated October 1, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and PT Falcon.

177. Master Film License Agreement – "Harry Haft", dated June 3, 2019 between Heavyweight Holdings, LLC and Freeway Entertainment Kft.

178. License Agreement, dated August 15, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Selim Ramia & Co.

179. License Agreement, dated November 21, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Focus Entity Capital LLP.

180. License Agreement, dated September 12, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Heavyweight Holdings, LLC, and Prorom Entertainment B.V.,

181. Amendment No. 1 to License Agreement, dated January 12, 2022, between Heavyweight Holdings, LLC, WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC), and Prorom Entertainment B.V.

182. Master License Agreement, dated January 19, 2022 between Heavyweight Holdings, LLC and Film & TV House Limited.

183. Distribution Agreement, dated April 12, 2022, between WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC), Heavyweight Holdings, LLC, and Sun Distribution Groups S.A.

184. License Agreement, dated August 11, 2022, between WME Legacy International, LLC (f/k/a Endeavour Content International JB, LLC), Heavyweight Holdings, LLC, and Empire Entertainment, a division of Arena Holdings (Pty) Ltd.

185. License Agreement dated October 6, 2021, between Heavyweight Holdings, LLC, BRON Studios, and Home Box Office, Inc. on behalf of itself and WarnerMedia Direct, LLC.

Lucite Desk LLC

186. Assignment Agreement, regarding Untitled Charles Randolph Project, dated August 26, 2018, between Freddie Sportello, LLC and Lucite Desk LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Writer Agreement dated as of December 5, 2016 between Freddie Sportello, LLC and Prolefeed, Inc.

187. Co-Production and Distribution Agreement, regarding Bombshell, dated December 1, 2018, between Lucite Desk LLC and Lions Gate Films Inc.

Needle In A Timestack, LLC

188. Acquisition Agreement, regarding Needle in a Timestack, dated February 1, 2021, between Needle in a Timestack, LLC and Lions Gate Films Inc.

189. Amendment No. 1 to Acquisition Agreement, regarding Needle in a Timestack, dated March 4, 2021 between Lions Gate Films Inc. and Needs in a Timestack, LLC.

190. Amendment No. 2 to Acquisition Agreement, regarding Needle in a Timestack, dated April 7, 2021 between Lions Gate Films Inc. and Needle in a Timestack.

191. Amendment No. 3 to Acquisition Agreement, regarding Needle in a Time stack, dated June 30, 2021, between Lions Gate Films Inc. and Needle in a Timestack, LLC.

192. Literary Material Option/Purchase Agreement, regarding Needle in a Timestack, dated January 26, 2015, between Miramax Development, LLC and Agberg, LTD.

193. Literary Option Agreement, regarding Needle in a Timestack, dated March 1, 2018, between Startling Inc., Agberg, Ltd., and Robert Silverberg.

194. Assignment Agreement, regarding Needle in a Timestack, dated May 3, 2018, between Startling, Inc. and Needle in a Timestack, LLC.

Oakland Pictures Holdings, LLC

195. The agreement between Oakland Pictures Holdings, LLC and The Town Media, LLC in respect of Once Upon a Time in Oakland as well as the Sales Agency Agreement between Oakland Pictures Holdings, LLC and BRON Releasing USA Inc to the extent either can be located.

October Series Holdings, LLC

196. Acquisition Agreement – Principal Terms, regarding "Reggie", dated June 17, 2022, between Amazon Alternative LLC and October Series Holdings, LLC.

Para Productions, LLC

197. Deal Memorandum, regarding Parallel, dated December 17, 2021, between Para Productions LLC and Capelight Pictures OHG.

198. Deal Memorandum, regarding Parallel, regarding Parallel, between Para Productions LLC and Front Row.

199. Deal Memorandum, regarding Parallel, dated November 15, 2022, between Para Productions LLC and You Planet Pictures.

200. Distribution Agreement, regarding Parallel, dated October 12, 2020, between Para Productions, LLC and Vertical Entertainment, LLC.

201. Deal Memorandum, regarding Parallel, between Para Productions LLC and M2 Films.

202. Deal Memorandum, regarding Parallel, dated January 22, 2021, between Para Productions LLC and 101 Films Limited.

203. Deal Memorandum, regarding Parallel, dated June 2022, between Para Productions LLC and Nonstop Entertainment AB.

204. Deal Memorandum, regarding Parallel, dated April 7, 2021, between Para Productions LLC and Program Store.

205. Deal Memorandum, regarding Parallel, between Para Productions LLC and Entermode Corp.

Red Sea LLC

206. Co-financing and Distribution Agreement, regarding The Red Sea Diving Resort, dated September 26, 2017, between Red Sea LLC and STX Financing, LLC.

207. Amendment to the Co-financing and Distribution Agreement, regarding The Red Sea Diving Resort, dated March 27, 2018, between STX Financing, LLC, and Red Sea LLC.

208. License Agreement, regarding The Red Sea Diving Resort, dated March 29, 2019, between Red Sea LLC and Netflix Worldwide Entertainment.

209. Netflix Payment Agreement, regarding The Red Sea Diving Resort, dated September 30, 2019, between Red Sea LLC, Comerica Bank, and Netflix Worldwide Entertainment, LLC.

Tully Productions, LLC

210. Sales Agent Agreement, regarding Tully, dated May 4, 2017, between William Morris Endeavor Entertainment, LLC and Tully Productions, LLC.

211. Option and Purchase Agreement, regarding Tully, dated June 26, 2016, between Tully Productions, LLC and Brook Maurio, pka Diablo Cody.

212. Collection Account Management Agreement, regarding Tully, dated January 5, 2018, between Freeway Cam B.V. Stitchting Freeway Custody, Tully Productions BC Inc., Tully Productions, LLC, Watch Out For Bears Productions Inc, D&D Filmed Productions, Inc., Sierra/Affinity, LLC, William Morris Endeavor Entertainment, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Comerica Bank, National Bank of Canada, Film Finances Canada Ltd, Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc., Directors Guild of America Inc, and Three Point Capital, LLC.

213. Exclusive Territorial Distribution Agreement, regarding Tully, dated July 27, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Studiocanal PTY Limited.

214. License Agreement, regarding Tully, dated June 10, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and The Searchers.

215. License Agreement, regarding Tully, dated October 16, 2017, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Vertical Distribution Limited.

216. License Agreement, regarding Tully, dated May 12, 2017, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Paradise Film Distribution Company.

217. Distribution Agreement, regarding Tully, dated June 12, 2017, between Tully Productions, LLC and Focus Features LLC.

218. License Agreement, regarding Tully, dated September 14, 2016, between Tully Productions LLC and E Stars Films LTD.

219. License Agreement, regarding Tully, dated August 17, 2016, between Tully Productions LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and PT ATHALI SUKSES MAKMUR.

220. License Agreement, regarding Tully, dated June 1, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Sun Distribution Group S.A.

221. License Agreement, regarding Tully, dated August 23, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and MVP VIVA (FZC).

222. License Agreement, regarding Tully, dated August 16, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Scanbox Entertainment Film Rights APS.

223. License Agreement, regarding Tully, dated November 29, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and M Pictures Co., LTD.

224. License Agreement, regarding Tully, dated August 18, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Tanweer Films FZ, LLC.

225. License Agreement, regarding Tully, dated July 11, 2017, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Soundspace International LTD.

TWWMD Holdings, LLC

226. Assignment, regarding "Those Who Wish Me Dead", dated June 6, 2019, between TWWMD Holdings, LLC and New Line Productions, Inc.

227. Purchase and Distribution Agreement, regarding "Those Who Wish Me Dead", dated May 16, 2019, between TWWMD Holdings, LLC and New Line Productions, Inc.

228. Quitclaim Agreement, regarding "Those Who Wish Me Dead", dated May 1, 2019, between New Line Productions, Inc. and TWWMD Holdings, LLC.

229. Option Agreement, regarding "Those Who Wish Me Dead", dated April 5, 2019, between Michael Koryta and TWWMD Holdings, LLC.

Villains Pictures, LLC

230. Non-Theatrical Rights Distribution Agreement, regarding Villains, dated August 2, 2019, between Villains Pictures, LLC and Terry Steiner International, Inc.

231. Distribution Agreement, regarding Villains, dated August 15, 2019, between Gunpowder & Sky Distribution, LLC and Villains Pictures, LLC.

232. Distribution Agreement, regarding Villains, dated August 6, 2019, between Sony Pictures Worldwide Acquisitions Inc. and Villains Pictures, LLC.

Welcome to Me, LLC

233. Acquisition Agreement, regarding Welcome to Me, dated May 1, 2015, effective as of September 7, 2014, between Our Alchemy, LLC and Welcome to Me, LLC.

234. Amendment No. 1 to Acquisition Agreement, dated July 25, 2018, between Our Alchemy, LLC and Welcome to Me, LLC.

235. License Agreement, regarding Welcome to Me, dated April 30, 2015, between Universal City Studios Productions LLLP, Cargo Entertainment, LLC, and Welcome to Me, LLC.

236. Screenplay Option Purchase Agreement, regarding Welcome to Me, dated June 21, 2013, between Welcome to Me, LLC, a WGA Signatory and Eliot Laurence.

237. Sales Agency Agreement, regarding Welcome to Me, dated May 21, 2013, between Cargo Entertainment, LLC and Welcome to Me, LLC.

238. Producer Representation Agreement, regarding Welcome to Me, dated June 17, 2013, between United Talent Agency, Inc. and Welcome to Me, LLC.

SCHEDULE "C"

PURCHASED ASSETS[2]

All of the Vendors' and, to the extent applicable pursuant to Section 9.1, all of the Vendor Controlled Subsidiaries', right, title, benefit and interest in, in to and under:

1. all cash on hand, cash equivalents, bank or other deposits (including security deposits), prepaid expenses, prepayments, deferred assets, refunds, credits or overpayments, except for the Settled Excluded Media Res Proceeds;

2. all Books and Records;

3. all tangible and intangible personal property, including all furniture, fixtures, equipment, marketing materials, merchandise and other personal property;

4. all Projects (including, "Prospect", "Blackbird", "The Nightingale", "Green Knight", "My Abandonment", "Henchmen", "Needle in a Timestack", "National Anthem", "Pieces of a Woman", "Parallel", "Tell", "Master Cleanse", "Assassination Nation", "Driftless Area", "Tumbledown", "Villains", "Meadowland", "Birth of a Nation", "Beatriz at Dinner", "Bombshell" (AKA "Fair and Balanced"), "The Survivor" (AKA "Harry Haft"), "Welcome to Me", "Drunk Parents", "Fonzo" (AKA "Capone"), "Monster", "The Red Sea Diving Resort", "Tully", "Fables", "Gossamer", "Robin Hood", "Fences", "Roman J. Israel", "Everest", "Solitary", "Fatherhood", "Ghostbusters", "The Good Liar", "Greyhound". "Queen & Slim", "Playground", "Loudmouth", "Mad Solar", "Blackhand", "Little Lamb", "Nicki", "Surrounded", "Hailey and the Hero Heart", "Into the Forest", "House of Heroin" (AKA "Muslim Mafia"), "Tumbledown", "Once Upon a Time in Oakland", "Reggie", "Those Who Wish Me Dead", "A Simple Favor", "Anna", "Chaos Walking", "Isn't It Romantic", "Joker", "Judas And the Black Messiah" (AKA "Jesus Was My Homeboy"), "Kitchen", "Mule", "The Way Back" (AKA "Torrance") and "Spy Who Dumped Me"), all versions and/or episodes thereof in any and all stages of development, production and/or post-production, all rights throughout the world therein and thereto, and all properties and things of value pertaining to such Projects, including all rights of every kind and nature in and to the literary or other works and/or other rights upon which any Project is or may be based; all marketing and promotional materials in any and all media respecting such Projects; all works prepared in connection with the exercise of any of the collateral, derivative, allied, ancillary and subsidiary rights respecting such Projects; all results and proceeds of any employee, independent contractor or other third party providing services in connection with such Projects (including, without limitation, all writers, directors, cast, producers, directors of photography, editors and/or other creative, artistic or technical staff); all physical and/or digital properties or assets of every kind and nature in any and all media relating to such Projects (including, all equipment and materials necessary to provide development, pre-production, production, post-production and/or graphic design services, digital art, graphics, images, text, cryptocurrencies, utility tokens, security tokens, non-fungible tokens (NFTs), virtual and blockchain-based assets, digital stocks and digital collectables and features); all rights to perform, copy, record, re-record, produce, reproduce and/or synchronize any or all audio, music and musical compositions created for, used in or to be used in connection with such Projects; all Books and Records respecting such Projects; and all copyrights (including, (i) any renewal rights and (ii) any copyrights or renewal rights in respect of, in connection with or evinced by the documents, instruments or agreements set out in Section 5 of this Schedule "C" and/or the following motion picture and/or screenplay USCO registration numbers: PA0002160280; PAu003881602; PA0002311104; PAu003864145; PA0002140284; PA0002170818;

[2] For greater certainty, the Purchased Assets do not include the Settled Excluded Assets and Settled Excluded Equity Interests.

PAu003781457; PA0002346019; PAu003929704; PAu004121419; 1-12350118381; PAu003879115; PA0002323838; PAu003695099; PAu003747703; PAu003871980; PA0002198172; PAu003730201; PAu003797611; PAu003792251; PAu003773970; PAu3765881; PA0002211428; PAu003738343; PAu003798698; PAu 3-775-830; PA0002005096; PAu003838206; PA0002073310; TXu002116452; PA0002232437; PAu003963958; PA0002383582; PAu003684977; PAu003734350; PAu003807198; PA0002179388; PAu003909176; PA0002281335; PAu003843415; PA0002331214; PAu003900292; PA0002202902; PAu003880661; and PA0002125794), moral rights, urls, and trademarks related thereto, and all exploitation, collateral, derivative, allied, ancillary and subsidiary rights related to all of the foregoing and the right to receive and retain all revenues respecting or derived from all of the foregoing;

5. without limiting the generality of Section 4 of this Schedule "C", all documents, instruments, registrations, agreements, approvals, licenses or permits necessary to reflect or establish a chain of title in and to and/or to obtain access to or the benefit of the Purchased Assets, including the following: Copyright Mortgage and Assignment; Power of Attorney, regarding My Abandonment, dated March 29, 2017, between My Abandonment and Bron Creative Corp.; Screenplay Purchase Agreement, regarding Needle in a Timestack, dated May 1, 2018, between International Famous Players Radio Picture Corporation and Bron Studios USA Developments Inc.; Assignment Agreement, regarding Needle in a Timestack, dated June 13, 2018, between BRON Studios USA Developments Inc. and Needle in a Timestack, LLC; Assignment Agreement, regarding Needle in a Timestack, dated May 3, 2018, between Startling, Inc. and Needle in a Timestack, LLC; Literary Option Agreement, regarding Needle in a Timestack, dated March 1, 2018, between Agberg, Ltd. and Startling, Inc.; Quitclaim Agreement, regarding Needle in a Timestack, dated May 3, 2018, between BRON Studios USA Developments Inc. and Nobrose Development, LLC; Writing Services Agreement, regarding Needle in a Timestack, dated April 10, 2017, between Nobrose Development, LLC and International Famous Players Radio Picture Corporation; Certificate of Authorship, regarding Needle in a Timestack, dated April 10, 2017, between Nobrose Development, LLC and International Famous Players Radio Picture Corporation; Screenplay Option Purchase Agreement, regarding National Anthem, dated June 23, 2021, between No Possum Productions, Inc. and BRON Studios USA Developments Inc.; Option and Purchase Agreement, regarding Parallel, dated June 25, 2015, between BRON Developments Inc. and Scott Blaszak; Assignment of Contracts Agreement, regarding Parallel, dated October 4, 2016, between BRON Developments Inc. and Para Productions LLC; Writer's Agreement dated March 31, 2016, between BRON Developments Inc. as "Producer" and Scott Blaszak as "Writer"; Screenplay Purchase Agreement, regarding Villains, dated February 11, 2018, between Bad Pitch Corporation and BRON Studios USA Developments, Inc.; Copyright Assignment, regarding Villains, dated February 11, 2018, between Bron Studios USA Developments, Inc. and Bad Pitch Corporation; Assignment of Contracts Agreement, regarding Villains, dated March 9, 2018, between Bron Studios USA Developments, Inc. and Villains Pictures, LLC; Option Agreement, regarding Beatriz at Dinner, dated July 18, 2016, between Go Mike Go, Inc. and Brown Amy, LLC; Short-Form Option Agreement, regarding Beatriz at Dinner, dated July 25, 2016, between Go Mike Go, Inc. and Brown Amy LLC; Option Exercise Letter, regarding Beatriz at Dinner, dated July 29, 2016, between Go Mike Go, Inc. and Brown Amy, LLC; Copyright Assignment, regarding Beatriz at Dinner, dated July 25, 2016, between Go Mike Go, Inc. and Brown Amy, LLC; Assignment Agreement, regarding Bombshell, dated August 26, 2018, between Freddie Sportello, LLC, and Lucite Desk LLC; Amended and Restated Quitclaim Agreement, regarding Fair and Balanced, AKA Bombshell, dated October 9, 2018, between Annapurna Productions, LLC, BRON Studios USA, Inc., and Lucite Desk LLC; Quitclaim Agreement, regarding Harry Haft, dated December 18, 2018, between New Mandate Films, LLC, New Mandate Developments, and Harry Haft Films, LLC; Screenplay Option-Purchase Agreement, regarding Welcome To Me, dated June 21, 2013,

between Welcome To Me, LLC and Eliot Laurence; Assignment of Contracts Agreement, regarding Drunk Parents, dated October 23, 2015, between BRON Studios USA Developments Inc. and Drunk Parents, LLC; Fortitude Assignment Agreement, dated September 17, 2015, between Fortitude International Inc. and BRON Studios USA Developments Inc.; Quitclaim Agreement, regarding Fonzo, dated January 16, 2018, between Fonzo, LLC and Lawrence Bender Productions, Inc.; Screenplay Option-Purchase Agreement, regarding Fonzo, dated March 1, 2017, between BRON Studios USA Developments Inc. and Blueberry Hill Films, Inc.; Assignment of Contracts Agreement, regarding Fonzo, dated February 8, 2018, between BRON Studios USA Developments Inc. and Fonzo, LLC; Short Form Assignment, regarding Monster, dated July 21, 2016, between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand; Amendment to Short Form Assignment, regarding Monster, dated June 20, 2019, between Tonik Productions, Inc. and Harmon Films, LLC; Writing Agreement, regarding Monster, dated June 5, 2013, between Tonik Productions, LLC and Heygood Images Productions, Inc.; Amendment to Writing Agreement, regarding Monster, dated February10, 2017, between Tonik Productions, LLC, Heygood Images Productions, and Harmon Films, LLC; Polish Agreement, regarding Monster, dated April 27, 2016, between Harmon Films, LLC and Janece Shaffer; and Option and Purchase Agreement, regarding Tully, dated June 26, 2016, between Tully Productions, LLC and Brook Maurio, pka Diablo Cody;

6. all rights in and to any musical compositions and/or sound recordings whether used on Projects or otherwise;

7. all Accounts Receivable;

8. all of the Assumed Contracts, provided that such benefit shall not be sold, transferred and assigned until the relevant Assumed Contract becomes an Assumed Contract in accordance with Article 2;

9. all Intellectual Property owned by or licensed to any of the Vendors;

10. the proceeds of any and all refunds, credits and/or other benefits that may be due to the Vendors from Canada Revenue Agency, from any provincial tax authorities or any equivalent authorities at any level of government in any other jurisdictions in which the Vendors operate except for any tax rebate proceeds assigned by Fables Productions BC Inc. and Gossamer Productions BC Inc. to Three Point Capital Holdings LLC;

11. to the extent transferrable, all orders, Authorizations, approvals, licenses or permits of any Governmental Authority, owned, held or used by the Vendors;

12. all claims, actions, causes of action, indemnities, warranties, guarantees, rights of recovery, rights of set-off and rights of recoupment of the Vendors;

13. all proceeds payable to the Vendors under any policies of insurance to the extent such policies relate to any Purchased Asset or any of the Assumed Liabilities;

14. all customer guarantees, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations;

15. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for

such shares, membership interests or units or any other securities: NOW//with Ventures LLC; and VideoShop;

16. all of the issued and outstanding shares, equity securities or membership interests or units, in the capital of Epic Story Media Inc., including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities;

17. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities: Mad Solar Productions, LLC; Blackhand Pictures, LLC; and Little Lamb Productions, Inc.;

18. all of the issued and outstanding shares in the capital, equity securities or membership interests or units of Subnation Media Inc., including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities;

19. all partnership interests or units of Hercules-Bron Creative Partnership, including rights, agreements or commitments that are convertible into or exchangeable for such partnership interests or units;

20. all Warranties;

21. all Transferred Permits;

22. all software, firmware, middleware, computer programs, applications, interfaces, tools, operating systems, software code of any nature, (including all object code, source code, interpreted code, data files, rules, definitions and methodology derived from the foregoing), together with all processes, technical data, build scripts, test scripts, script and animation data, algorithms, APIs, subroutines, techniques, operating procedures, screens, user interfaces, report formats, development tools, templates, menus, buttons, icons and user interfaces, and any derivations, updates, enhancements and customization of any of the foregoing, electronic data, databases and data collections, computer hardware, equipment, licenses, and documentation therefor and rights therein used in respect of the other Purchased Assets, and any other information technology systems, resources and information, owned by or leased/licensed to any of the Vendors and used in respect of any of the Purchased Assets, including all electronic data processing systems, programs, specifications, networks, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, technical manuals, training manuals, programming comments, other work products used to design, plan, organize and develop any of the foregoing, and other related material; and

23. without limiting the generality of the foregoing, all of the following Contracts: License Agreement, regarding Drunk Parents, dated November 7, 2018 between Roadshow Films PTY Ltd. and Fortitude International, Inc. (on behalf of Drunk Parents, LLC); International Distribution License Agreement, regarding Drunk Parents, dated February 1, 2016 between Fortitude International Inc. (on behalf of Drunk Parents, LLC) and Benelux Film Investments B.V.; International Distribution License Agreement, regarding Drunk Parents, dated February 28, 2019 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and VVS Films; International Distribution License Agreement, regarding Drunk Parents, dated December 15, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and Focus Entity Capital LLP; Amendment

to Distribution Agreement, regarding Drunk Parents, dated January 13, 2018 between Fortitude International Inc. (on behalf of Drunk Parents, LLC) and Focus Entity Capital LLP; International Distribution License Agreement, regarding Drunk Parents, dated January 29, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and JIL Kft; International Distribution License Agreement, regarding Drunk Parents, dated January 22, 2016 between Krisolta Film & TV (UK) Limited and Tanweer Alliances S.A.; International Distribution License Agreement, regarding Drunk Parents, dated December 15, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and SamFilm; International Distribution License Agreement, regarding Drunk Parents, dated November 16, 2015 between Freeway Entertainment Kft. and Impossible Films Pvt. LTD; International Distribution License Agreement, regarding Drunk Parents, dated November 13, 2015 between Fortitude International Inc. and Prima Cinema Multimedia; International Distribution License Agreement, regarding Drunk Parents, dated November 13, 2015 between Fortitude International Inc. and United Champs Assets; International Distribution License Agreement, regarding Drunk Parents, dated June 1, 2016 between Freeway Entertainment Kft. and United King Films Ltd.; International Distribution License Agreement, regarding Drunk Parents, dated November 8, 2015 between Fortitude International Inc. and Falcon Films International (Off-Shore); Amendment II to Distribution Agreement, regarding Drunk Parents, dated January 13, 2018 between Fortitude International Inc. and Falcon Films International (Off-Shore); International Distribution License Agreement, regarding Drunk Parents, dated November 24, 2015 between Fortitude International Inc. and OctoArts Films; International Distribution License Agreement, regarding Drunk Parents, dated January 26, 2016 between Cinephil France S.A.S. and Kino Swiat Ps. Z.o.o; Settlement Agreement, regarding Drunk Parents, dated May 14, 2019 between Kino Swiat Sp. Z.o.o and Fortitude International. Inc. (as sales agent for Drunk Parents, LLC, and as successor in interest to Cinephil France S.A.S.); International Distribution License Agreement, regarding Drunk Parents, dated November 16, 2015 between Krisolta Film & TV (UK) Limited and NOS Lusomundo Audiovisuais, SA; International Distribution License Agreement, regarding Drunk Parents, dated November 8, 2015 between Fortitude International Inc. and FILMDOM MEDIA; International Distribution License Agreement, regarding Drunk Parents, dated March 2, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and Soundspace International Limited; Distribution License Agreement, regarding Welcome to Me, dated July 10, 2013, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Modus Vivendi Inc. in the care and control of its European Agent, Pueblo Film AG; Distribution License Agreement, regarding Welcome to Me, dated July 10, 2013, between Cargo Entertainment, LLC, (as an agent for Welcome to Me), LLC and SAM Film; Distribution License Agreement, regarding Welcome to Me, dated June 11, 2013, between GEM Entertainment Kft. And Forum Film Ltd; Deal Memorandum, regarding Welcome to Me, between GEM Entertainment Kft. and Leone Film Group; Deal Memorandum, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Phoenicia Pictures International; Distribution License Agreement, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Aqua Group, Inc.; Distribution License Agreement, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Vertigo Releasing Limited; and Distribution Agreement, regarding Welcome to Me, dated July 29, 2013, between D Films Corporation and Cargo Entertainment/Welcome to Me, LLC.

SCHEDULE "D"

APPROVAL AND VESTING ORDER

SCHEDULE "E"

ASSIGNMENT ORDER

Schedule "D"

Consent Required Contracts of Canadian Vendors

Vendor	Consent Required Contract	Cure Costs
BRON Creative Corp. (Ontario)	Loan and Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.	$0.00
BRON Creative Corp. (Ontario)	Copyright Assignment and Notice of Ownership, regarding Fences, between Paramount Pictures Corporation and BRON Creative Corp.	$0.00
BRON Creative Corp. (Ontario)	Interparty Agreement, regarding Nightingale, dated February 16, 2017, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Screen Tasmania, Fulcrum Media Finance 3 PTY Ltd., Fulcrum Media Finance 2 PTY Ltd. and The Crown in Right of Tasmania.	$0.00
BRON Media Corp. (British Columbia)	MasterKey Series Commercial Coverage, dated January 21, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	$0.00
BRON Ventures 1 (Canada) Corp. (British Columbia)	Investment Agreement, dated September 26, 2018, between Epic Story Media Inc. and BRON Ventures 1 (Canada) Corp.	$0.00
BRON Ventures 1 (Canada) Corp. (British Columbia)	Shareholders' Agreement, dated September 26, 2018, between Epic Story Media Inc., Epic Story Investments Inc., and Bron Ventures 1 (Canada) Corp.	$0.00
BRON Media Corp. (British Columbia)	Chubb Commercial Excess and Umbrella Insurance Agreement, dated January 30, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	$0.00
BRON Media Corp. (British Columbia)	Inland Marine Insurance Film Producers Commercial Coverage, dated February 1, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	$0.00
BRON Studios Inc. (British Columbia)	Letter Agreement, regarding NBA, dated January 8, 2021, between Endgame Entertainment Company, LLC, Film 45, LLC, BRON Studios Inc., and the NBA Development League.	$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Releasing Inc. (British Columbia)	Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.	$0.00

Schedule "E"

Consent Required Contracts of U.S. Vendors

Vendor	Consent Required Contract	Cure Costs
BRON Creative USA, Corp. (Nevada)	Financing Agreement, regarding Green Knight, dated March 28, 2019, between A24 Distribution LLC and BRON Creative USA, Corp.	$0.00
BRON Creative USA, Corp. (Nevada)	Co-Financing and Distribution Term Sheet, regarding Greyhound, dated July 13, 2017 between Sony Pictures Worldwide Acquisitions Inc. and BRON Creative USA Corp, as amended and restated by an Amended and Restated Financing Term Sheet, regarding Greyhound, dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA, Inc. and Creative Wealth Media Lending LP 2016.	$0.00
BRON Creative USA, Corp. (Nevada)	Partnership Agreement for Hercules-Bron Creative Partnership, regarding Hercules, dated June 7, 2018, between Hercules Film Investors I (US), Inc. and Bron Creative USA Corp.	$0.00
BRON Creative USA, Corp. (Nevada)	Administration Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc. and BRON Creative WB 1, LLC.	
BRON Creative USA, Corp. (Nevada)	Letter Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc., BRON Creative WB 1, LLC and LPF (WB Blocker) Investment Corp.	$0.00
BRON Creative USA, Corp. (Nevada)	Investment Agreement, dated January 2, 2020 between BCWB1 Blocker, Inc. and BRON Creative USA, Corp.	$0.00
BRON Creative USA, Corp. (Nevada)	Priority Payment to Blocker Agreement dated January 2, 2020, between BCWB1 Blocker, Inc., BRON Creative USA, Corp. and Creative Wealth Media Equity Fund I LP.	$0.00
BRON Life USA Inc. (BRON Legacy USA Inc.) (Delaware) BRON Releasing USA Inc. (Delaware)	Sales Agent Agreement, regarding Playground, dated August 11, 2021, between BRON Life USA Inc. and BRON Releasing USA Inc.	$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Media Holdings USA Corp. (Delaware)	Simple Agreement for Future Equity, between Subnation Media Inc. and Bron Media Holdings USA Corp.	$0.00
BRON Releasing USA Inc. (Delaware) Fables Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Fables, dated April 17, 2020, between BRON Releasing USA Inc. and Fables Holdings USA, LLC.	$0.00
BRON Releasing USA Inc. (Delaware)	Sales/Advisory Services Letter Agreement, regarding Untitled Nicki Minaj Documentary Series, dated December 17, 2020, between BRON Releasing USA Inc. and Endeavor Content, LLC.	$0.00
BRON Releasing USA Inc. (Delaware) Gossamer Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Gossamer, dated April 21, 2020, between Gossamer Holdings USA LLC and BRON Releasing USA Inc.	$0.00
BRON Releasing USA Inc. (Delaware)	Sales Agent Agreement, regarding National Anthem, dated November 23, 2021, between National Anthem Holdings, LLC and BRON Releasing USA Inc.	$0.00
BRON Releasing USA Inc. (Delaware)	Investor Agreement, regarding Loudmouth, dated June 28, 2021, between BRON Releasing USA Inc. and Loudmouth Documentary, LLC.	$0.00
BRON Releasing USA Inc. (Delaware) Solitary Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Solitary, dated August 4, 2020, between Solitary Holdings USA, LLC and BRON Releasing USA Inc.	$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Studios USA Inc. (Nevada)	Binding Term Sheet, regarding Mad Solar, dated October 28, 2020, between Lake Effect Productions LLC, Scott Mescudi, Dennis Cummings and BRON Studios USA Inc.	$0.00
BRON Studios USA Inc. (Nevada)	Limited Liability Company Agreement, dated July 1, 2020, between Blackhand Pictures LLC and BRON Studios USA Inc.	$0.00
BRON Studios USA Inc. (Nevada)	Little Lamb Agreement, dated December 6, 2021, between Bron Studios USA Inc. and Little Lamb Productions, Inc.	$0.00
BRON Studios USA Inc. (Nevada)	Initial Limited Liability Company Operating Agreement for BRON Pictures Holdings, LLC, dated May 22, 2019, between BRON Studios USA Inc. and Blac USA Inc.	$0.00
BRON Studios USA Inc. (Nevada) Fonzo, LLC (Nevada) Fonzo Production Services Inc. (Louisiana)	Collection Account Management Agreement re: "Fonzo a.k.a Capone" dated January 21, 2021, among Freeway Cam B.V., Stichting Freeway Custody, Fonzo, LLC, Fonzo Production Services, Inc., BRON Studios USA, Inc., Lawrence Bender Productions, Inc., Addictive Pictures, Inc., Endeavour Content JB, LLC f/k/a Jellyfish Bloom, LLC, Endeavour Content, LLC , Creative Wealth Media Lending LP 2016, Three Point Capital Louisiana, LLC , Blueberry Hill Films, Inc. f/s/o Joshua Trank, Little Black Dog, Inc f/s/o Tom Hardy, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America Inc., Writers Guild of America, West, Inc., for itself and on behalf of Writers Guild of America East, Inc.	$0.00
BRON Studios USA Inc. (Nevada) Villains Production Services, Inc. (New York)	Collection and Account Management Agreement re: "Villains" dated December 4, 2019 between Freeway Cam B.V., Stitching Freeway Custody, Villains, LLC c/o BRON Studios, and Villains Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.	$0.00
BRON Studios USA Inc. (Nevada)	Bridge Loan Agreement, dated March 28, 2014, between BRON Studios USA Inc. and Tumbledown, LLC.	$0.00
BRON Studios USA Inc. (Nevada) Heavyweight Holdings, LLC (previously Harry	Collection and Account Management Agreement regarding "The Survivor" AKA "Harry Haft" dated May 10, 2021 between Freeway Cam B.V., Stitching Freeway Custody, Heavyweight Holdings, LLC, Harry Haft Productions, Inc., BRON Studios USA, Inc., Creative Wealth Media Equity Fund I LP, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP, 2016, Three Point Capital, LLC, New Mandate Films, LLC, Endeavour Content JB International, LLC, Endeavour Content, LLC, Screen Actors Guild – American Federation of Television and Radio	$0.00

Vendor	Consent Required Contract	Cure Costs
Haft Films, LLC) (Delaware) Harry Haft Productions, Inc. (New York)	Artists, Directors Guild of America, Inc., Writers Guild of America, West, Inc.	
BRON Ventures I LLC (Delaware)	Convertible Promissory Note, dated September 30, 2019, between NOW//withVentures LLC and BRON Ventures I LLC.	$0.00
BRON Ventures I LLC (Delaware)	Note Purchase Agreement, dated July 31, 2019, between NOW//with Ventures LLC, and any successor entity thereto pursuant to any corporate reorganization, and the persons and entities whose name appear on the signature pages hereto, including BRON Ventures I LLC.	$0.00
Drunk Parents, LLC (New York)	Content Acquisition Agreement, dated July 3, 2019, between Universal Pictures Visual Programming Limited and Drunk Parents, LLC.	$0.00
Drunk Parents, LLC (New York)	Distribution Agreement, dated December 18, 2018, between Drunk Parents, LLC and Vertical Entertainment, LLC and all its successors, assignees, licensees and/or sublicenses.	$0.00
BRON Releasing USA Inc. (Delaware) I Am Pink Productions, LLC (Delaware)	Sales Agent Agreement, regarding Untitled Nicki Minaj Documentary Series, dated August 17, 2018, between I Am Pink Productions, LLC and BRON Releasing USA Inc.	$0.00
BRON Releasing USA Inc. (Delaware) Robin Hood Digital USA, LLC (Delaware)	Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.	$0.00

Vendor	Consent Required Contract	Cure Costs
Welcome to Me, LLC (California)	Acquisition Agreement, regarding Welcome to Me, dated May 1, 2015, effective as of September 7, 2014, as amended on July 25, 2018, between Our Alchemy, LLC and Welcome to Me, LLC.	$0.00
Welcome to Me, LLC (California)	Amendment to Acquisition agreement, regarding Welcome to Me, dated July 25, 2018, between Our Alchemy LLC and Welcome to Me LLC.	$0.00
Bakhorma, LLC (Washington)	Distribution Agreement, regarding Prospect, dated September 27, 2018, between Gunpowder & Sky Distribution, LLC and Bakhorma, LLC.	$0.00
BRON Studios USA Inc. (Nevada)	Common Stock Subscription Agreement, dated January 2022, between Little Lamb Productions, Inc. and BRON Studios USA Inc.	$0.00
Brown Amy, LLC (Nevada)	Non-Theatrical Distribution Agreement, regarding Beatriz at Dinner, dated May 12, 2017, between Entertainment In Motion Inc. and Brown Amy LLC by its exclusive agent, Sierra/Affinity, LLC.	$0.00
Gossamer Holdings USA, LLC (Delaware)	Marketplace Distribution Agreement, dated March 14, 2023, regarding Gossamer, between Epic Games Inc. and Gossamer Holdings USA, LLC.	$0.00
October Series Holdings, LLC (Delaware)	Acquisition Agreement – Principle Terms, regarding "Reggie", dated June 17, 2022 between Amazon Alternative LLC and October Series Holdings, LLC.	$0.00
Para Productions, LLC (Nevada)	Distribution Agreement, regarding Parallel, dated October 12, 2020, between Para Productions, LLC and Vertical Entertainment, LLC.	$0.00
Tully Productions, LLC (Nevada)	Distribution Agreement, regarding Tully, dated June 12, 2017, between Tully Productions, LLC and Focus Features LLC.	$0.00
TWWMD Holdings, LLC (Delaware)	Option Agreement for Quitclaim, regarding "Those Who Wish Me Dead", dated March 7, 2019, between Twentieth Century Fox and TWWMD Holdings, LLC.	$0.00

Vendor	Consent Required Contract	Cure Costs
Villains Pictures, LLC (Nevada)	Distribution Agreement, regarding Villains, dated August 15, 2019, between Gunpowder & Sky Distribution, LLC and Villains Pictures, LLC.	$0.00
Villains Pictures, LLC (Nevada)	Distribution Agreement, regarding Villains, dated August 6, 2019, between Sony Pictures Worldwide Acquisitions Inc. and Villains Pictures, LLC.	$0.00
Front Runner, LLC (Nevada)	Distribution Agreement, regarding The Front Runner, dated May 17, 2018, between Sony Pictures Worldwide Acquisitions Inc. and Front Runner, LLC.	$0.00
Fonzo, LLC (Nevada)	International Multiple Rights Distribution Agreement regarding Capone, dated May 7, 2020, between Fonzo, LLC and Leonine Licensing AG.	$0.00
Tully Productions, LLC (Nevada)	Exclusive Territorial Distribution Agreement, regarding Tully, dated July 27, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Studiocanal PTY Limited.	$0.00
Red Sea, LLC	License Agreement, regarding The Red Sea Diving Resort, dated March 29, 2019, between Red Sea, LLC and Netflix Worldwide Entertainment	$0.00

Exhibit "C"

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER (ACCESS ROAD)

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

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of January, 2024; AND ON HEARING Asim Iqbal and Bryan Hicks, counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the affidavit of Aaron Gilbert affirmed November 23, 2023, the Affidavit of Aaron Gilbert affirmed January 10, 2024 (the "**Eighth Gilbert Affidavit**"), the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**") the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated October 26, 2023, the Supplement to the Third Report of the Monitor, dated November 3, 2023 and the Fifth Report of the Monitor dated January 11, 2024; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated January 10, 2024 among the

BRON Entities and Access Road Capital LLC (the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**").

2. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement is commercially reasonable and is hereby approved, with such minor amendments as the Petitioners may deem necessary with the consent of the Purchaser and the Monitor. The execution of the Sale Agreement by the BRON Entities is hereby authorized, ratified, and approved and the BRON Entities are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser and any Permitted Assignee of the Purchased Assets.

3. This Order shall constitute the only authorization required by the BRON Entities to proceed with the Transaction and no shareholder or other approvals shall be required in connection therewith.

4. The Monitor is hereby authorized to take such additional steps in furtherance of its responsibilities under the Sale Agreement and this Order and shall not incur any liability in taking such steps.

APPROVAL AND VESTING

5. Upon the filing with this Court of the Monitor's Certificate substantially in the form attached hereto as **Schedule "D"** (the "**Monitor's Certificate**"), all of the Vendor's right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser and any Permitted Assignee in fee simple, free and clear of and from any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), actions, judgements, Transfer Restrictions, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or any other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by any Order of this Court in the Petitioners' CCAA proceeding commenced on July 19, 2023 (this "**CCAA Proceeding**");

(b) all charges, security interests or claims evidenced by registrations pursuant to the *Uniform Commercial Code* (United States), the *Personal Property Security Act* of British Columbia, the *Personal Property Security Act* of Ontario or any other personal property registry system;

(c) all claims in respect of, or relating to, any Taxes owing by the Petitioners as at the Closing Date or any Taxes assessed or that could be assessed in respect of the Petitioners or their business, property and assets; and

(d) any other restrictions which may be applicable to the Purchased Assets,

(all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. The Monitor may rely on written notice from the Vendors and the Purchaser regarding the fulfilment of the conditions to Closing under the Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets shall be delivered by the Vendors to the Purchaser and any Permitted Assignee at the Closing Time, subject to the Permitted Encumbrances.

8. The Vendors, with the consent of the Purchaser and the Monitor, shall be at liberty to extend the Closing Date to such later date according to the Sale Agreement without the necessity of a further Order of this Court.

9. Notwithstanding:

   (a) this CCAA Proceeding or the termination thereof;

   (b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and

   (c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

   the vesting of the Purchased Assets in the Purchaser and/or any Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ASSUMED CONTRACTS

10. Except as expressly contemplated in the Sale Agreement and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the Assumed Contract), all Assumed Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and completion of the Transaction, and no Person who is a party to an Assumed Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Petitioners or any of their affiliates);

(b) the insolvency of the Petitioners or any of their affiliates, or the fact that the Petitioners or any affiliate of the Petitioners sought or obtained relief under the CCAA or any of the Petitioners or any of their affiliates sought or obtained any relief under Chapter 15 of Title 11 of the United States Code U.S.C., §§ 101 – 1532 (the "**Bankruptcy Code**") or the Insolvency Act 1986 (c 45) (the "**UK Insolvency Act**");

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Sale Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA Proceeding, any Order of the U.S. Court under the Bankruptcy Code, or any Order under the UK Insolvency Act in respect of any of the Petitioners or any of their affiliates; or

(d) any transfer or assignment, or any change of control arising from the Sale Agreement or the Transaction or the provisions of this Order.

11. As of the Closing Time and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the applicable Assumed Contract), all Persons shall be deemed to have waived any and all defaults of the Petitioners then existing or previously committed by the Petitioners, or caused by the Petitioners, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Petitioners, the filing by the Petitioners under the CCAA, the Sale Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 12 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.

12. From and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchaser and/or any Permitted Assignee relating in any way to the Excluded Assets, Excluded Contracts, any Encumbrances (other than Permitted Encumbrances), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

GENERAL

13. For greater certainty, (a) nothing in this Order shall have the effect or be construed as affecting the Purchaser's rights, claims, and interests in and to any and all entitlements of the BRON Entities and their respective affiliates under and in connection with the

Collection Account Management Agreement for the film known as "Monkey Man" dated as of November 30, 2021 (the "**Monkey Man CAMA**"); and (b) the Purchaser is not acquiring any rights, interests, or obligations with respect to the Monkey Man CAMA pursuant to the Transaction or this Order that the Purchaser did not already have prior to the execution of this Agreement.

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

15. The Petitioners, the Monitor, the Purchaser and any Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.

16. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

Signature of
☐ Party ☑ Lawyer for the Petitioners

for Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

REGISTRAR

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

Authorized Signing Officer

BOWEN MU

CHECKED

Schedule "A"

List of Petitioners

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

25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Heft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
49. Green Moon Inc.

50. Harmon Films, LLC

51. Harmon Monster Films, Inc.

52. Needle In A Timestack, LLC

53. Para Productions, LLC

54. Red Sea LLC

55. Red Sea Productions Inc.

56. Tully Productions, LLC

57. TWWMD Holdings, LLC

58. TWWMD Productions, Inc.

59. Villains Pictures, LLC

60. Villains Production Services, Inc.

61. Surrounded Productions USA Inc.

62. October Series Holdings, LLC

Schedule "B"

List of Counsel

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

<u>Schedule "C"</u>

Sale Agreement

(see attached)

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made as of the 10th day of January, 2024 (the "**Effective Date**")

AMONG:

THE ENTITIES LISTED IN Schedule "A" ATTACHED HERETO (collectively, the "**BRON Entities**")

– and –

ACCESS ROAD CAPITAL LLC, a limited liability company incorporated pursuant to the laws of Delaware (the "**Purchaser**")

WHEREAS:

A. Pursuant to the Order of the Honourable Justice Gomery of the Supreme Court of British Columbia (the "**Court**") issued July 19, 2023 (as amended on July 28, 2023, and as may be further amended or amended and restated from time to time, the "**Initial Order**"), the Petitioners (as such term is defined in the Initial Order) were granted, among other things, relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**CCAA**"), and Grant Thornton Limited was appointed as Monitor of the Petitioners (in such capacity, the "**Monitor**").

B. In connection with the proceedings initiated by the Initial Order (the "**CCAA Proceedings**"), on July 28, 2023, the Petitioners sought and obtained an order of the Court approving, among other things, a sale and investment solicitation process (the "**SISP Order**"), to be conducted by the Petitioners, with the assistance of the Monitor, intended to solicit interest in, and opportunities for, one or more or any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Petitioners as a going concern; or (ii) a sale of all, substantially all or one or more components of the Petitioners' assets and/or business, as a going concern or otherwise.

C. In accordance with the terms of the SISP Order, Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd., a limited partnership formed under the laws of the Province of Ontario ("**CWML**") and the Petitioners entered into an asset purchase agreement dated October 24, 2023 (the "**Original CWML Agreement**") under which the Petitioners agreed to sell substantially all of their assets and assign certain liabilities, and CWML agreed to purchase such assets and assume such certain liabilities, upon the terms and conditions of the Original CWML Agreement.

D. On November 29, 2023, the Court issued Reasons for Judgement the Court declined to grant an approval and vesting order approving the transactions contemplated by the Original CWML Agreement given certain objections raised by the Purchaser (collectively, the "**Access Road Objections**").

E. The Petitioners, the Purchaser and CWML, among others, entered into a Settlement Agreement dated January 10, 2024 (the "**Settlement Agreement**"), which resolves the Access Road Objections, among other matters in dispute among the parties to the Settlement Agreement, and provides for the Purchaser and the BRON Entities entering into this Agreement, pursuant to which the Purchaser will purchase from the Vendor, and the Vendor will sell to the Purchaser, the Purchased Assets free and clear of all Encumbrances and without Liabilities as contemplated by the Settlement Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the "**Parties**", and each, a "**Party**") hereby acknowledge and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

"**Affiliate**" has the meaning given to the term "affiliate" in the *Business Corporations Act*, SBC 2002, c 57.

"**Agreement**" means this purchase and sale agreement, including any schedules or exhibits appended hereto, in each case as may be supplemented, amended or amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code, directive, decree or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"**Approval and Vesting Order**" means an order of the Court in the form attached hereto as Schedule "D", and otherwise satisfactory to the Purchaser, the Vendor and the Monitor, each acting reasonably, among other things, approving and authorizing this Agreement and the Transaction and vesting in the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) all of the Purchased Assets.

"**Assignment and Assumption Agreement**" means an assignment and assumption agreement evidencing the assignment to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Vendor's interest in, to and under the Assumed Contracts, in form and substance satisfactory to the Parties, acting reasonably.

"**Assignment Order**" means an order of the Court pursuant to section 11.3 of the CCAA in the form attached hereto as Schedule "E", and otherwise satisfactory to the Purchaser, the Vendor and the Monitor, each acting reasonably, assigning to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) the rights and obligations of the Vendor under the Assumed Contracts for which a consent, approval or waiver necessary for the assignment of such Assumed Contracts has not been obtained, and which will include, if necessary, a mechanism for the resolution of any disputed Cure Costs.

"**Assumed Contracts**" means the Contracts listed in Schedule "B" (including as such Assumed Contracts may be amended, restated, supplemented or otherwise modified from time to time).

"**Authorization**" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

"**Books and Records**" means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Petitioners or any of their respective Affiliates in connection with the ownership, operation, production and/or exploitation of the Purchased Assets, including any and all information, documents and records relating to the Target Entities and the Assumed Contracts, including customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production accounting statements and records, pitch materials, ultimate calculations, sales estimates, tax rebate and credit calculations, distribution proceeds, audits respecting distribution, participation statements for third parties and participation statements in favor of the Vendor, take and sales prices, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, emails (subject in all respects to Section 9.2(b)), data and information stored electronically, digitally or on computer-related media, excluding the minute books and corporate records. For greater certainty, Books and Records shall not include: (i) information subject to privilege of one or more of the Vendor; or (ii) information in respect of which its disclosure would violate any confidentiality obligations to which the Vendor is bound as at the Closing Time or Applicable Law.

"**BRON Controlled Subsidiaries**" has the meaning set out in Section 9.1.

"**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia, but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**CCAA**" has the meaning set out in the recitals hereto.

"**CCAA Proceedings**" has the meaning set out in the recitals hereto.

"**Charges**" has the meaning set out in the Initial Order.

"**Claims**" means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment or reassessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person, complaints, grievance, petition, application, charge, investigation, indictment, prosecution, judgement, debt, liability, damage, or loss, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, known or unknown, disputed or undisputed, contractual, legal or equitable.

"**Closing**" means the closing and consummation of the Transaction.

"**Closing Date**" means the date that is two (2) Business Days after the date upon which the conditions set forth in Article 7 have been satisfied or waived, other than any conditions set forth in Article 7 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Vendor and the Purchaser in writing, each acting reasonably); provided that the Closing Date shall be no later than the Outside Date.

"**Closing Time**" means 12:01 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

"**Consent Required Contract**" has the meaning set out in Section 2.2.

"**Contracts**" means all pending and executory contracts, agreements, deeds, leases, understandings and arrangements (whether oral or written) to which the Vendor is a party or by which such entity is bound or in which such entity has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

"**Court**" has the meaning set out in the recitals hereto.

"**Credit Reduction Amount**" means US$2,000,000.

"**Cure Costs**" means, in respect of a Consent Required Contract, all amounts, costs, fees and expenses required to be paid: (i) to remedy all of the Vendor's monetary defaults in relation to such Assumed Contract, other than those arising by reason only of the Vendor's bankruptcy, insolvency or failure to perform a non-monetary obligation; (ii) to secure a counterparty's or any other necessary Person's consent to the assignment of such Consent Required Contract; or (iii) pursuant to the Approval and Vesting Order or the Assignment Order, as applicable, and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to such Consent Required Contract.

"**CWML**" has the meaning set out in the recitals hereto.

"**Effective Date**" has the meaning set out in the preamble hereto.

"**Encumbrance**" means any restriction, security interest, security agreement, debenture, lien, Claim, charge, right of retention, trust, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, assignment (as security), deposit arrangement, direction, hypothec, lease, right of distress, royalty interest, defect of title, legal, equitable or contractual setoff or adverse claim of any nature or kind, mortgage or right of a third party (including any contractual right, such as a purchase option, call or similar right of a third party in respect of securities, right of first refusal, right of first offer or any other Transfer Restriction or pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, including any conditional sale or title retention agreement, or any capital or financing lease.

"**Equity Interests**" means all of the issued and outstanding shares in the capital, equity securities or membership interests or units, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities, owned by the Vendor in the authorized capital of the Target Entitites.

"***Excise Tax Act***" means the *Excise Tax Act*, RSC, 1985, c. E-15.

"**Excluded Assets**" means all those assets of the Vendor that are not Purchased Assets, including for greater certainty, the Settled Excluded Media Res Proceeds.

"**Excluded Contracts**" means those Contracts and other agreements of the Vendor that are not Assumed Contracts.

"**Final Recognition Order**" means the order of the U.S. Court entered on August 15, 2023, among other things, recognizing the Initial Order and the CCAA Proceedings.

"**General Conveyance**" means a general conveyance evidencing the conveyance to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably.

"**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), judicial body, regulatory authority, tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation having jurisdiction over the Vendor, the Purchaser or the Purchased Assets.

"**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

"***Income Tax Act***" means the *Income Tax Act*, RSC, 1985, c. 1 (5th Supp.).

"**Initial Order**" has the meaning set out in the recitals hereto.

"**Interim Lender**" has the meaning set out in the Initial Order.

"**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Time.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**Media Res**" means Media Res Studio LLC.

"**Media Res Proceeds**" means the sum of $8,069,430.00, plus interest thereon, paid by or on behalf of Media Res Studio, LLC to the Monitor, in trust, pursuant to the Transactions and Settlement Agreement, dated October 27, 2021, among Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.

"**Monitor**" has the meaning set out in the recitals hereto.

"**Monitor's Certificate**" means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties (and CWML where applicable) that all conditions of Closing have been satisfied or waived by the applicable Parties (and CWML where applicable).

"**Monkey Man CAMA**" has the meaning set out in Section 9.18.

"**Organizational Documents**" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"**Original CWML Agreement**" has the meaning set out in the recitals hereto.

"**Outside Date**" means 11:59 p.m. (Vancouver time) on February 23, 2024 or such later date and time as the Vendor, with the consent of the Monitor, and the Purchaser may agree to in writing.

"**Parties**" has the meaning set out in the recitals hereto.

"**Party**" has the meaning set out in the recitals hereto.

"**Permitted Assignee**" has the meaning set out in Section 9.10.

"**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

"**Petitioners**" has the meaning set out in the Initial Order.

"**Picturestart**" means Picturestart, LLC.

"**Property**" has the meaning set out in the Initial Order.

"**Purchase Price**" has the meaning set out in Section 3.1.

"**Purchased Assets**" means the assets set out in Schedule "C" hereto.

"**Purchaser**" has the meaning set out in the preamble hereto.

"**Representative**" means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party's Affiliates.

"**Settled Excluded Media Res Proceeds**" means $1,100,000.00 of the Media Res Proceeds.

"**Settled Included Media Res Proceeds**" means the Media Res Proceeds less $1,100,000.00.

"**Settlement Agreement**" has the meaning set out in the preamble hereto.

"**Settlement Approval Order**" means an order of the Court in form and substance satisfactory to the Petitioners, the Purchaser, CWML and the Monitor, each acting reasonably, among other things, approving and authorizing the Settlement Agreement and Letter Agreement (as defined in the Settlement Agreement), approving the distribution of the Settled Included Media Res Proceeds to the Purchaser and approving the distribution of the Settled Excluded Media Res Proceeds to the Interim Lender.

"**SISP Order**" has the meaning set out in the recitals hereto.

"**Target Entities**" means Media Res Studio LLC; Picturestart, LLC; and, Emjag Productions, Inc.

"**Taxes**" means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties, fees, assessments, imposts, levies and other charges of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, fines, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"**Transaction**" means all of the transactions contemplated by this Agreement, including the purchase and sale of the Purchased Assets.

"**Transfer Restrictions**" means any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests.

"**Transfer Taxes**" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges imposed by a Governmental Authority, including any related penalties and interest, in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST.

"**U.S. Court**" means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

"**U.S. Recognition Orders**" means one or more orders of the U.S. Court in form and substance satisfactory to the Purchaser, the Vendor and the Monitor, each acting reasonably, among other things, recognizing the Approval and Vesting Order, the Settlement Approval Order and, if applicable, any Assignment Order.

"**Vendor**" means BRON Ventures 1 LLC.

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States of America.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Vancouver time) on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

(a) *Consents, Agreements, Approval, Confirmations and Notice to be Written*. Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.

(b) *Gender and Number*. In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(c) *Headings*. The inclusion in this Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(d) *Section References*. Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.

(e) *Words of Inclusion*. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

(f) *References to this Agreement*. The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(g) *Statute References*. Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

(h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

(i) *No Strict Construction.* The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party, including, without limitation, the doctrine of *contra proferentum*.

1.6 Schedules & Amendments to Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

Schedule "A"	-	BRON Entities
Schedule "B"	-	Assumed Contracts
Schedule "C"	-	Purchased Assets
Schedule "D"	-	Approval and Vesting Order
Schedule "E"	-	Assignment Order

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2
PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets

(a) Subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, the Vendor hereby agrees to sell, assign and transfer to the Purchaser pursuant to the Approval and Vesting Order and any applicable Assignment Order, and the Purchaser agrees to purchase from the Vendor, the Purchased Assets, free and clear of all Encumbrances and without Liabilities.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any right thereunder if an assignment or transfer by the Vendor to the Purchaser as contemplated hereunder is not permitted or enforceable under Applicable Law.

2.2 Assumed Contracts

In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of the counterparties to them or any other Person (each a "**Consent Required Contract**"):

(a) the Vendor, at the direction of and in consultation with the Purchaser, shall use commercially reasonable efforts to obtain any such consent, approval or waiver, all on terms and conditions acceptable to the Purchaser, acting reasonably, and shall regularly apprise the Purchaser on the status of same. The Purchaser shall provide its reasonable cooperation to assist the Vendor in obtaining any such consent, approval or waiver;

(b) if any consent, approval or waiver is not obtained for the assignment of any Consent Required Contract to the Purchaser, on terms acceptable to the Purchaser, acting reasonably, the Vendor shall bring an application to the Court for issuance of an Assignment Order with respect to such Consent Required Contract contemporaneously with the Vendor's application for the issuance of the Approval and Vesting Order and the Settlement Approval Order in accordance with Section 5.1(a);

(c) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained, or the assignment of such Contract has been ordered by the Court pursuant to an Assignment Order, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing;

(d) with respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the applicable Cure Costs related to such Consent Required Contract (if any) on Closing shall be paid by the Purchaser in accordance with the Assignment Order or in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty, as applicable; and

(e) subject to Sections 2.2(b) and 7.2(a), if any consent, approval, waiver or Assignment Order required to assign a Consent Required Contract has not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract and all such Consent Required Contracts shall be deemed to be Excluded Contracts.

2.3 No Assumed Liabilities

Except for:

(a) the Cure Costs, if any;

(b) all debts, Liabilities and obligations due, arising from, or attributable to any default, breach or violation by the Purchaser of any term or condition of the Assumed Contracts for the period from and after the Closing Time, in each case provided that such debts, obligations or Liabilities are not due, arising from, or attributable to any default, breach or violation by the Vendor of any term or condition of the Assumed Contracts prior to the Closing Time; and

(c) all debts, Liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time, the BRON Entities agree and acknowledge that the Purchaser will not assume and shall not be liable, directly or indirectly, or otherwise responsible for any debts, Liabilities or other obligations of or Claims against the Vendor arising out of or in connection with the Transaction.

2.4 Right to Modify the Purchased Assets and Assumed Contracts

From and after the Effective Date until the date that is one (1) day prior to the Closing Date in the case of any Assumed Contracts, the Purchaser shall, by notice in writing to the Vendor and the Monitor, be entitled to exclude any Purchased Assets and Assumed Contracts from the Purchased Assets, in which case such Purchased Assets or Assumed Contracts, as applicable, shall be deemed to be Excluded Contracts and shall not be acquired by or transferred or assigned to the Purchaser at Closing. No change to the Credit Bid Amount shall result from the exclusion of any Assumed Contracts from the Purchased Assets pursuant to this Section 2.4.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Purchased Assets shall compromise of the Credit Reduction Amount and the additional consideration provided under the Settlement Agreement (the "**Purchase Price**").

3.2 Allocation of the Purchase Price

The Purchaser and the Vendor shall agree upon the allocation of the Credit Reduction Amount in respect of the Purchased Assets, both acting reasonably, within thirty (30) days following Closing or by such other date as the Parties agree. Such allocation shall be determined in accordance with Applicable Law. The Parties shall report the purchase and sale of the Purchased Assets for all federal, provincial and local tax purposes in accordance with the agreed upon allocation and this Agreement.

3.3 Satisfaction of the Purchase Price by Credit Reduction Amount

The Purchase Price shall be satisfied by the Purchaser releasing the Vendor and the Petitioners from their respective obligations to repay the Credit Reduction Amount to the Purchaser in connection with the Purchaser's Claim in the CCAA Proceedings, and the Vendor hereby directs the Purchaser to satisfy the Purchase Price in accordance with this Section 3.3 and this shall be the Purchaser's good and sufficient authority for so doing.

3.4 Tax Matters

The Parties agree that:

(a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay any applicable Transfer Taxes on the purchase and sale of the Purchased Assets in addition to the Purchase Price, either to the Monitor or directly to the appropriate Governmental Authority, as required by Applicable Law;

(b) if applicable, the Vendor and the Purchaser shall each jointly elect under section 167 of the *Excise Tax Act* and any equivalent or comparable corresponding provision under any applicable provincial or territorial legislation, in the form prescribed for the purposes of each such provision, that no GST/HST will be payable in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such elections with the applicable tax authorities within the time and in the manner required by the Applicable Law; and

(c) the Purchaser and the Vendor shall also execute and deliver such other tax elections and forms as they may mutually agree upon.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Incorporation and Status. The Vendor is a company incorporated and existing under the Applicable Laws of the jurisdiction set opposite its name in Schedule "A", and is in good standing under such Applicable Laws and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and, subject to obtaining the Approval and Vesting Order and the Settlement Approval Order in respect of the matters to be approved therein, performance by the Vendor of each of its obligations under this Agreement has been authorized by all necessary corporate action on the part of the Vendor.

(c) No Conflict. The execution, delivery and performance by the Vendor of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Vendor.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Vesting Order and the Settlement Approval Order.

(e) No Proceedings. Except for the CCAA Proceedings, there are no proceedings pending against the Vendor or, to the knowledge of the Vendor, threatened, with respect to, or in any manner affecting, the Purchased Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Assets or the Closing of the Transaction as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendor from fulfilling any of its obligations set forth in this Agreement.

(f) No Consents or Authorizations. Subject only to obtaining the Approval and Vesting Order, the Settlement Approval Order, and any consents, approvals or waivers required in connection with the assignment of the Assumed Contracts, no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Vendor, and each of the agreements to be executed and delivered by the Vendor hereunder or the sale of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Vendor to consummate the Transaction.

(g) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement and unless otherwise known to the Purchaser, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendor of the Purchased Assets.

(h) No Commissions. There are no Claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement for which the Purchaser will be liable or responsible.

(i) Assumed Contracts. The Contracts listed in Schedule "B" include all of the Contracts necessary to establish the Vendor's right, title and interest in and to the Purchased Assets and for the Purchaser to acquire, and obtain the benefit of, all of the Purchased Assets (in each case solely to the extent Contracts are required in respect of the same).

(j) Taxable Canadian Property. The Vendor is a non-resident of Canada for purposes of the *Income Tax Act*, and the Purchased Assets under this Agreement do not constitute (and are not deemed to constitute) "taxable Canadian property" to the Vendor within the meaning of the *Income Tax Act*, and without limiting the foregoing, the Vendor does not carry on business in Canada for purposes of the *Income Tax Act*.

4.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendor as of the date hereof and as of the Closing Time, and acknowledges that, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Formation and Status. The Purchaser is a limited liability company formed and existing under the laws of the State of Delaware, is in good standing under such laws and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action.

(c) No Conflict. The execution, delivery and performance by the Purchaser of its obligations under this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and the Settlement Approval Order.

(e) No Proceedings. Unless otherwise known to the Vendor, there are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin, delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.

(f) No Consents or Authorizations. Subject only to obtaining the Approval and Vesting Order, the Settlement Approval Order, and any consents, approvals or waivers required in connection with the assignment of the Assumed Contracts (including any Assignment Order), no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Purchaser, and each of the agreements to be executed and delivered by the Purchaser hereunder or the purchase of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Purchaser to consummate the Transaction.

(g) No Commissions. There are no Claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement entered into by the Purchaser for which the Purchaser will be liable or responsible.

(h) Solvency. The Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

4.3 As is, Where is

The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Assets shall be sold and delivered to the Purchaser on an "*as is, where is*" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, the Purchaser acknowledges and agrees that: (i) no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, including with respect to the Purchased Assets; and (ii) the Monitor has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the Transaction contemplated hereby, including with respect to the Purchased Assets. The disclaimer in this Section 4.3 is made notwithstanding the delivery or disclosure to the Purchaser or its Representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement). Without limiting the generality of the foregoing and unless and solely to the extent expressly set forth in this Agreement or in any documents required to be delivered pursuant to this Agreement, any and all conditions, warranties or representations, expressed or implied, pursuant to Applicable Law do not apply hereto and are hereby expressly waived by the Purchaser. The Purchaser further acknowledges, agrees and confirms that it has conducted its own investigations, due diligence and analysis in satisfying itself as to all matters relating to the Vendor and their assets, liabilities and business.

Until Closing, the Purchased Assets shall remain at the risk of the Vendor. After Closing occurs, the Purchased Assets shall be at the sole risk of the Purchaser.

ARTICLE 5
COVENANTS

5.1 Application for the Approval and Vesting Order and Petition for the U.S. Recognition Orders

Subject to the requirements of Section 2.2:

(a) each of the Parties shall use its commercially reasonable efforts to: (i) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction; and (ii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law. Among other things, the Parties agree that this shall require the BRON Entities, as promptly as practicable after execution and delivery of this Agreement, to serve and file with the: (i) Court an application for the issuance of the Approval and Vesting Order, the Settlement Approval Order and any Assignment Order; and (ii) U.S. Court a petition for the issuance of the U.S. Recognition Orders;

(b) the BRON Entities shall: (i) provide the Purchaser with a reasonable opportunity to review and comment upon all materials filed by the Petitioners with the Court and the U.S. Court in accordance with this Section 5.1 at least two (2) Business Days in advance of such filing, which materials shall be consistent with the terms and conditions of this Agreement; and (ii) provide notice of the application for the Approval and Vesting Order, the Settlement Approval Order and any Assignment Order and petition for the U.S. Recognition Orders on all Persons as may be required by the Purchaser, including, without limitation, all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary or advisable by the Petitioners or the Purchaser. The BRON Entities shall promptly inform and provide the Purchaser with copies of responses or objections received by them relating to this Agreement or the Transaction in the event the BRON Entities or their counsel have reason to believe that counsel to the Purchaser has not already separately received copies of the same; and

(c) if the Approval and Vesting Order, the Settlement Approval Order, any Assignment Order or the U.S. Recognition Orders shall be appealed or any application or petition for rehearing or reargument shall be filed with respect thereto, the BRON Entities agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, application, or motion.

5.2 Actions to Satisfy Closing Conditions

Each of the Parties shall use its commercially reasonable efforts to take or cause to be taken, all appropriate action, and do, or cause to be done all things necessary, proper or advisable under Applicable Law to consummate and make effective, as soon as reasonably practicable and in any event prior to the Outside Date, the transactions contemplated by this Agreement (including the transfer to the Purchaser of registered and beneficial title or ownership of the Purchased Assets) and, without limiting the generality of the foregoing, each Party shall:

(a) use its commercially reasonable efforts to take such actions as are, at the time of such action, within its power to control and to cause other actions to be taken which are not within its power to control, so as to facilitate the fulfillment of all of the conditions precedent to the other Party's obligations to consummate the Transaction provided for in Section 7.1, Section 7.2 and Section 7.3; and

(b) not take any action, or refrain from taking any action and use commercially reasonable efforts to not permit any action to be taken or not taken, which would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement.

The Purchaser hereby agrees, and hereby agrees to cause its Representatives to, keep the Vendor informed on a reasonably current basis, as reasonably requested by the Vendor or the Monitor, as to the Purchaser's progress in terms of the satisfaction of the conditions precedent contained herein. The Vendor hereby agrees, and hereby agrees to cause its Representatives to, keep the Purchaser informed on a reasonably current basis, as reasonably requested by the Purchaser, as to the Vendor's progress in terms of the satisfaction of the conditions precedent contained herein.

5.3 Access to Information and Investigation by the Purchaser

Until the Closing Date, the Vendor shall furnish to the Purchaser's Representatives engaged in the transactions contemplated by this Agreement during normal business hours full access to the Purchased Assets, including all of the Books and Records relating solely to the Purchased Assets, and shall furnish them with all such information relating solely to the Purchased Assets as the Purchaser may reasonably request solely in connection with the Transaction; provided that any such access shall be in accordance with Applicable Law (including any orders of any Governmental Authority that would restrict, limit or otherwise hinder such access), in such a manner as to maintain confidentiality and not to unreasonably interfere with the normal operations of the Vendor's business. The Purchaser and its Representatives further agree to abide by any safety rules or rules of conduct reasonably imposed by the Vendor with respect to such access and any information furnished to it or its Representatives pursuant thereto. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require the Vendor to disclose: (i) due diligence questions, lists or investigations conducted by others, names, bids, letters of intent, expressions of interest, or other proposals received from others in connection with the Transaction or other information and analyses relating to such communications; or (ii) information (A) subject to privilege, (B) which would conflict with any confidentiality obligations to which the Vendor is bound or (C) in violation of Applicable Law.

5.4 Interim Period

During the Interim Period, except (i) as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), (ii) as necessary in connection with the CCAA Proceedings, (iii) as otherwise provided in the Initial Order and any other Court orders prior to the Closing Time, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Vendor shall:

(a) remain the sole registered and beneficial owner of the Purchased Assets, and maintain, preserve and protect the Purchased Assets, including by maintaining in full force and effect any and all material insurance policies and binders relating to the Purchased Assets and give any notice or present any Claim under any such insurance policies and binders consistent with the past practice of the Vendor in the ordinary course of business;

(b) not transfer, lease, license, sell, abandon or create any Encumbrance on, or otherwise dispose of any of the Purchased Assets or any portion thereof or interest therein;

(c) not amend in any material respect or in a manner outside the ordinary course of business in all material respects consistent with past practice any Assumed Contract that forms a part of the Purchased Assets or waive any material provision or right thereunder or surrender, disclaim, terminate or assign any such Assumed Contract;

(d) keep the Purchaser reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any tax or regulatory investigation or any other investigation by a Governmental Authority or action involving the Vendor or the Purchased Assets, provided that nothing in this Section 5.4(d) shall require the Vendor to disclose information: (i) subject to privilege; (ii) which would conflict with any confidentiality obligations to which the Vendor is bound; or (iii) in violation of Applicable Law; and

(e) not enter into any material contract or other material written agreement in respect of or materially applicable to any of the Purchased Assets.

5.5 Post-Closing Transfers

Within five (5) Business Days following the Closing Date, and prior to the termination of the CCAA Proceedings or any assignment in bankruptcy, the Vendor shall deliver a notice, in form and substance satisfactory to the Purchaser, acting reasonably, and duly executed by the Vendor, to the counterparties of any Assumed Contracts included in the Purchased Assets regarding the transfer and assignment of the Assumed Contracts, and directing that all further payments thereunder, if any, be made to the Purchaser. Any payments made to the Vendor or any of its Affiliates pursuant to an obligation arising out of or in connection with the Purchased Assets and collected by the Vendor, the Monitor or any trustee-in-bankruptcy appointed with respect to the Vendor (or other proceeds collected or derived from a Purchased Asset by the Vendor, the Monitor or such trustee-in-bankruptcy), from and after the Closing Date shall be held in trust for the benefit of the Purchaser, and such funds shall not form part of the Vendor's estate or otherwise be made available to the Vendor's stakeholders, and, upon receipt following the Closing, shall promptly be paid to, and for the benefit of, the Purchaser in accordance with its rights under this Agreement.

If after Closing, the Purchaser or any of its Permitted Assignees receives or otherwise comes to possess any Excluded Assets, the Purchaser will promptly (i) give written notice to the Vendor and the Monitor and (ii) transfer, assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) such assets to the Vendor at the Vendor's sole expense. Prior to any such transfer, the Purchaser or its applicable Permitted Assignees receiving or possessing any such Excluded Asset will hold it in trust for the benefit of the Vendor. The Purchaser will cooperate with the Vendor and use its commercially reasonably efforts to set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 5.5.

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place electronically on the Closing Date effective as of the Closing Time (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

6.2 Vendor's Closing Deliveries

At the Closing Time, the Vendor shall execute and deliver or cause to be delivered, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

(a) instruments of transfer for all of the Equity Interests duly executed and endorsed, or accompanied by irrevocable powers of attorney duly executed in blank, in either case, by the holder of record; to the Purchaser or its Permitted Assignee, as applicable, which are required under the Organizational Documents of the Target Entities or the Assumed Contracts, as applicable, in each case in form and substance satisfactory to the Purchaser, acting reasonably,

(b) evidence that the Purchaser or its Permitted Assignee, as applicable, is admitted as a member of Media Res and Picturestart in accordance with each of their respective Organizational Documents or the Assumed Contracts, as applicable, and in each case in form and substance satisfactory to the Purchaser, acting reasonably;

(c) the Assignment and Assumption Agreement, duly executed by the Vendor;

(d) the General Conveyance, duly executed by the Vendor;

(e) a true copy of the Approval and Vesting Order, as issued and entered by the Court;

(f) a true copy of the Settlement Approval Order, as issued and entered by the Court;

(g) a true copy of any Assignment Order, as issued and entered by the Court;

(h) true copies of the U.S. Recognition Orders, as issued and entered by the U.S. Court;

(i) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Vendor;

(j) a certificate of an officer of the Vendor dated as of the Closing Date confirming that all of the representations and warranties of the Vendor contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that such Vendor has performed in all material respects the covenants to be performed by it prior to the Closing Time; and

(k) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall execute and deliver or cause to be delivered, as the case may be, to the Vendor (or to the Monitor, as applicable), the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

(a) payment to the Monitor (or evidence of payment by the Purchaser to the relevant Governmental Authorities) of all Transfer Taxes required by Applicable Law to be collected on Closing, in accordance with Section 3.4;

(b) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Purchaser;

(c) the General Conveyance, duly executed by the Purchaser;

(d) the Assignment and Assumption Agreement, duly executed by the Purchaser;

(e) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;

(f) payment to the Vendor of the Purchase Price in accordance with Article 3; and

(g) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7
CONDITIONS OF CLOSING

7.1 Conditions Precedent in Favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

(a) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(b) Settlement Approval Order. The Court shall have issued and entered the Settlement Approval Order, which Settlement Approval Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(c) U.S. Recognition Orders. The U.S. Court shall have issued and entered the U.S. Recognition Orders, which U.S. Recognition Orders shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(d) No Order. No Applicable Law and no final or non-appealable judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction or modifies or amends the Approval and Vesting Order, the Assignment Order, if any, or the U.S. Recognition Order, in each case in a manner materially adverse to the Purchaser.

(e) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

(f) Settlement Agreement. The Effective Date (as defined in the Settlement Agreement) shall have occurred.

(g) Monitor's Certificate. The Monitor shall have provided an executed copy of the Monitor's Certificate confirming that all conditions to Closing have either been satisfied or waived by both the Purchaser and the Vendor (with respect to the conditions set forth in 7.1(a) to 7.1(e)) or each of the Purchaser, the Vendor and CWML (with respect to the condition set forth in 7.1(f)), as applicable.

The foregoing conditions set forth in 7.1(a) to 7.1(e) are for the mutual benefit of the Parties and the condition set forth in 7.1(f) is for the mutual benefit of the Parties and CWML as a third-party beneficiary thereof. If any condition set out in this Section 7.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement. For greater certainty, the condition set out in Section 7.1(f) cannot be waived without the written consent of each of the Parties and CWML.

7.2 Conditions Precedent in Favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Assignment Order. The Court shall have issued and entered any Assignment Order requested by the Purchaser, which Assignment Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(b) Vendor's Deliverables. The Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.

(c) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(d) No Breach of Covenants. The Vendor shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor on or before the Closing Date.

(e) Stay of Proceedings. All stays of proceedings contained in the Initial Order and the Final Recognition Order shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not materially prejudicial to the Purchaser or which does not materially adversely affect the Purchaser's rights under this Agreement or the Purchased Assets.

(f) Existing Court Orders. The Initial Order, the SISP Order and the Final Recognition Order shall be in full force and effect and shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Purchaser.

(g) No Default. No default or event of default shall have occurred or shall be continuing under the Settlement Agreement.

(h) Allocation. There shall be no allocation of the Charges amongst the Purchased Assets sought pursuant to the Initial Order or proposed in connection with the SISP Order, the Approval and Vesting Order, this Agreement or the Transaction that is contrary to the terms of the Settlement Agreement.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in this Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

7.3 Conditions Precedent in Favour of the Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and consideration contemplated in Section 6.3.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 7.3 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set out in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate this Agreement.

ARTICLE 8
TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

(a) by the mutual written agreement of the Vendor (with the consent of the Monitor) and the Purchaser;

(b) by the Purchaser upon written notice to the Vendor if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Approval and Vesting Order and the Settlement Approval Order are not obtained on or before January 17, 2024 (subject to availability of the Court); provided in each case that the failure to close or obtain such order, as applicable, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement;

(c) by written notice from the Purchaser to the Vendor if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within five (5) days following the date upon which the Vendor received such notice, unless the Purchaser is in material breach of its obligations under this Agreement; or

(d) by written notice from the Vendor (with the consent of the Monitor) to the Purchaser if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor have provided prior written notice of such breach to the Purchaser, and such breach has not been cured within five (5) days following the date upon which the Purchaser received such notice, unless the Vendor is in material breach of its obligations under this Agreement.

8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder. Under no circumstances shall either of the Parties or their respective Representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

8.3 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

ARTICLE 9
GENERAL

9.1 Binding on Subsidiaries

The BRON Entities each acknowledge and agree that it is entering into this Agreement on behalf of itself and on behalf of each of its wholly-owned and/or controlled subsidiaries (including, without limitation, any entities for which the BRON Entities are a member manager), and that any and all grants of rights contained in this Agreement is intended to include any and all of the Purchased Assets owned or controlled, directly or indirectly, by the BRON Entities and any and all of the Purchased Assets owned or controlled, directly or indirectly, by each BRON Entities wholly-owned and/or controlled subsidiaries (the "**BRON Controlled Subsidiaries**"), only to the extent necessary to sell, assign and transfer the Purchased Assets to the Purchaser.

9.2 Access to Books and Records

(a) For a period of two (2) years from the Closing Date or for such longer period as may be reasonably required for the Vendor (or any trustee in bankruptcy of the estate of any of the Vendor) to comply with any Applicable Law, the Purchaser shall retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Monitor and the Vendor (or trustee in bankruptcy of the estate of the Vendor) have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

(b) Notwithstanding any other term in this Agreement, emails within the Vendor's possession immediately prior to Closing that form part of the Purchased Assets will not be delivered to the Purchaser (other than in accordance with the terms of this Section 9.2) and will only be preserved on data systems held by Adam Davids Law, PLLC and by a Canadian law firm to be selected solely by the Vendor. Emails related to the Purchased Assets (and only those emails) can be accessed by the Purchaser upon request to the Vendor, subject to review by a third party, selected by the Vendor and the Purchaser, acting reasonably, for privilege, confidentiality, restrictions under Applicable Law, and relevance to the Purchased Assets. All expenses, costs and fees related to such requests shall be borne solely by the Purchaser.

9.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by same-day courier or by read-receipted email, addressed:

(a) in the case of the Purchaser, as follows:

Access Road Capital LLC
2121 Avenue of the Stars
Suite 2450
Los Angeles, CA 90067

Attention: Jeff Kropp
Email: jkropp@forestroadco.com

with a copy to:

Blake, Cassels & Graydon
1133 Melville Street
Suite 3500, The Stack
Vancouver, British Columbia, V6E 4E5
Canada

Attention: Peter Bychawski
Email: peter.bychawski@blakes.com

(b) in the case of the BRON Entities as follows:

c/o BRON Media Corp.
Suite 1700, Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Aaron Gilbert
Email: agilbert@bronstudios.com

with a copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 4A9

Attention: Asim Iqbal
Email: aiqbal@millerthomson.com

(c) in each case, with a further copy to the Monitor as follows:

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

Attention: Mark Wentzell
Email: Mark.Wentzell@ca.gt.com

with a copy to:

Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: John Birch
Email: jbirch@cassels.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above;

provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.4 Public Announcements

Subject to Section 5.1(b), the BRON Entities and the Monitor shall be entitled to disclose this Agreement to the Court, the U.S. Court and the parties in interest in the CCAA Proceedings and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Subject to the foregoing, no press release or other announcement concerning the Transaction shall be made by the Purchaser or the BRON Entities without the prior consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Survival

The representations and warranties of the Parties contained in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction shall merge on Closing, provided that the representations, warranties and covenants of the Parties contained in this Agreement and in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction to be performed after the Closing, or which by their terms survive Closing, shall survive Closing and remain in full force and effect.

9.7 Entire Agreement

The Settlement Agreement, this Agreement and the attached Schedules hereto, and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the BRON Entities (with the consent of the Monitor) and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, the Settlement Agreement and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of the Settlement Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of British Columbia therefrom.

9.10 Assignment; Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as specifically provided herein, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Monitor and the Parties and their successors and permitted assigns. Subject to the following sentence, no Party may assign its right or benefits under this Agreement without the consent of the other Party and the Monitor. Notwithstanding the foregoing, the Purchaser may, from time to time prior to the application for the Approval and Vesting Order, upon prior notice to the Vendor and the Monitor (and without their respective prior written consent), assign this Agreement, or any or all of its rights and obligations hereunder, to one or more related parties, subsidiaries or Affiliates (each, a "**Permitted Assignee**") (and, for greater certainty, the Purchaser may assign to one or more Permitted Assignees the right to purchase, in consideration for the allocable portion of the Purchase Price, all or any portion of the Purchased Assets hereunder), provided that any such Permitted Assignee agrees to be bound by the terms of this Agreement to the extent of the assignment and that no such assignment shall relieve the Purchaser of its obligations hereunder.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement, including any documents reasonably necessary to reflect a chain of title in and to and/or to obtain access to the Purchased Assets for the benefit of the Purchaser. In addition, the BRON Entities shall cause each of the BRON Controlled Subsidiaries to transfer any and all rights in and to the Purchased Assets to the Purchaser and to execute documents consistent therewith.

9.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

9.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.14 Non-Waiver

No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

9.15 Expenses

Except as may otherwise be provided in the Settlement Agreement, each of the Parties shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

9.16 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel, and the Closing shall be deemed to have occurred.

9.17 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA, the Initial Order and any other order of the Court in the CCAA Proceedings, the BRON Entities and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Petitioners and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

9.18 The "Monkey Man" CAMA

For greater certainty, (i) nothing in this Agreement shall have the affect or be construed as affecting the Purchaser's rights, claims, and interests in and to any and all entitlements of the BRON Entities and their respective affiliates under and in connection with the Collection Account Management Agreement for the film known as "Monkey Man" dated as of November 30, 2021 (the "**Monkey Man CAMA**"); and (ii) the Purchaser is not acquiring any rights, interests, or obligations with respect to the Monkey Man CAMA pursuant to this Agreement that the Purchaser did not already have prior to the execution of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

BRON VENTURES 1 LLC

DocuSigned by:
By: Aaron Gilbert
751C2A4AB08947E...
Name: Aaron Gilbert
Title: Director

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
By: Aaron Gilbert
751C2A4AB08947E...
Name: Aaron Gilbert
Title: Director

BRON MEDIA HOLDINGS USA CORP.

DocuSigned by:
By: Aaron Gilbert
751C2A4AB08947E...
Name: Aaron Gilbert
Title: Director

ACCESS ROAD CAPITAL, LLC

By: ______________________
Name:
Title:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

BRON VENTURES 1 LLC

By: ____________________________
Name:
Title:

BRON MEDIA HOLDINGS USA INC.

By: ____________________________
Name:
Title:

BRON MEDIA HOLDINGS USA CORP.

By: ____________________________
Name:
Title:

ACCESS ROAD CAPITAL LLC

By: Jeff Kropp
Name: Jeff Kropp
Title: Authorized Signatory

SCHEDULE "A"

BRON ENTITIES

Canadian BRON Entities:

1. BRON Media Holdings USA Inc. (British Columbia)

US BRON Entities:

1. BRON Media Holdings USA Corp. (Delaware)
2. BRON Ventures 1 LLC (Delaware)

SCHEDULE "B"

ASSUMED CONTRACTS

The following is an exhaustive list of the Assumed Contracts:

1. Second Amended and Restated Limited Liability Company Agreement for Media Res Studio, LLC, between Media Res Studio, LLC, BRON Ventures 1 LLC and the other member signatories thereto.

2. Securities Purchase Agreement dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.

3. Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.

4. Subscription Agreement dated May 2, 2019, between PictureStart LLC and BRON Ventures 1 LLC.

For greater certainty, the Assumed Contracts do not include the Settled Excluded Media Res Proceeds.

SCHEDULE "C"

PURCHASED ASSETS

All of the Vendor's and, to the extent applicable pursuant to Section 9.1, all of the BRON Controlled Subsidiaries', right, title, benefit and interest in, in to and under:

1. The Equity Interests.

2. All of the Assumed Contracts, provided that such benefit shall not be sold, transferred and assigned until the relevant Assumed Contract becomes an Assumed Contract in accordance with Article 2.

3. All Books and Records.

4. All monies or benefits payable to the Vendor pursuant to any obligations arising out of or in connection with the Purchased Assets.

For greater certainty, the Purchased Assets do not include the Settled Excluded Media Res Proceeds or the Settled Included Media Res Proceeds.

SCHEDULE "D"

APPROVAL AND VESTING ORDER

Please see attached.

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER (ACCESS ROAD)

BEFORE THE HONOURABLE	)	
	)	**January 16, 2024**
JUSTICE GOMERY	)	

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of January, 2024; AND ON HEARING Asim Iqbal and Bryan Hicks, counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the affidavit of Aaron Gilbert affirmed November 23, 2023, the Affidavit of Aaron Gilbert affirmed January 10, 2024 (the "**Eighth Gilbert Affidavit**"), the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**") the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated October 26, 2023, the Supplement to the Third Report of the Monitor, dated November 3, 2023 and the Fifth Report of the Monitor dated January 11, 2024; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated January 10, 2024 among the

BRON Entities and Access Road Capital LLC (the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**").

2. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement is commercially reasonable and is hereby approved, with such minor amendments as the Petitioners may deem necessary with the consent of the Purchaser and the Monitor. The execution of the Sale Agreement by the BRON Entities is hereby authorized, ratified, and approved and the BRON Entities are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser and any Permitted Assignee of the Purchased Assets.

3. This Order shall constitute the only authorization required by the BRON Entities to proceed with the Transaction and no shareholder or other approvals shall be required in connection therewith.

4. The Monitor is hereby authorized to take such additional steps in furtherance of its responsibilities under the Sale Agreement and this Order and shall not incur any liability in taking such steps.

APPROVAL AND VESTING

5. Upon the filing with this Court of the Monitor's Certificate substantially in the form attached hereto as **Schedule "D"** (the "**Monitor's Certificate**"), all of the Vendor's right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser and any Permitted Assignee in fee simple, free and clear of and from any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), actions, judgements, Transfer Restrictions, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or any other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by any Order of this Court in the Petitioners' CCAA proceeding commenced on July 19, 2023 (this "**CCAA Proceeding**");

(b) all charges, security interests or claims evidenced by registrations pursuant to the *Uniform Commercial Code* (United States), the *Personal Property Security Act* of British Columbia, the *Personal Property Security Act* of Ontario or any other personal property registry system;

(c) all claims in respect of, or relating to, any Taxes owing by the Petitioners as at the Closing Date or any Taxes assessed or that could be assessed in respect of the Petitioners or their business, property and assets; and

(d) any other restrictions which may be applicable to the Purchased Assets,

(all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. The Monitor may rely on written notice from the Vendors and the Purchaser regarding the fulfilment of the conditions to Closing under the Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets shall be delivered by the Vendors to the Purchaser and any Permitted Assignee at the Closing Time, subject to the Permitted Encumbrances.

8. The Vendors, with the consent of the Purchaser and the Monitor, shall be at liberty to extend the Closing Date to such later date according to the Sale Agreement without the necessity of a further Order of this Court.

9. Notwithstanding:

(a) this CCAA Proceeding or the termination thereof;

(b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the vesting of the Purchased Assets in the Purchaser and/or any Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ASSUMED CONTRACTS

10. Except as expressly contemplated in the Sale Agreement and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the Assumed Contract), all Assumed Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and completion of the Transaction, and no Person who is a party to an Assumed Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Petitioners or any of their affiliates);

(b) the insolvency of the Petitioners or any of their affiliates, or the fact that the Petitioners or any affiliate of the Petitioners sought or obtained relief under the CCAA or any of the Petitioners or any of their affiliates sought or obtained any relief under Chapter 15 of Title 11 of the United States Code U.S.C., §§ 101 – 1532 (the "**Bankruptcy Code**") or the Insolvency Act 1986 (c 45) (the "**UK Insolvency Act**");

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Sale Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA Proceeding, any Order of the U.S. Court under the Bankruptcy Code, or any Order under the UK Insolvency Act in respect of any of the Petitioners or any of their affiliates; or

(d) any transfer or assignment, or any change of control arising from the Sale Agreement or the Transaction or the provisions of this Order.

11. As of the Closing Time and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the applicable Assumed Contract), all Persons shall be deemed to have waived any and all defaults of the Petitioners then existing or previously committed by the Petitioners, or caused by the Petitioners, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Petitioners, the filing by the Petitioners under the CCAA, the Sale Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 12 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.

12. From and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchaser and/or any Permitted Assignee relating in any way to the Excluded Assets, Excluded Contracts, any Encumbrances (other than Permitted Encumbrances), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

GENERAL

13. For greater certainty, (a) nothing in this Order shall have the effect or be construed as affecting the Purchaser's rights, claims, and interests in and to any and all entitlements of the BRON Entities and their respective affiliates under and in connection with the

Collection Account Management Agreement for the film known as "Monkey Man" dated as of November 30, 2021 (the "**Monkey Man CAMA**"); and (b) the Purchaser is not acquiring any rights, interests, or obligations with respect to the Monkey Man CAMA pursuant to the Transaction or this Order that the Purchaser did not already have prior to the execution of this Agreement.

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

15. The Petitioners, the Monitor, the Purchaser and any Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.

16. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

____
Signature of
☐ Party ☑ Lawyer for the Petitioners

Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

____
REGISTRAR

Schedule "A"

List of Petitioners

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

25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Heft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
49. Green Moon Inc.

50. Harmon Films, LLC
51. Harmon Monster Films, Inc.
52. Needle In A Timestack, LLC
53. Para Productions, LLC
54. Red Sea LLC
55. Red Sea Productions Inc.
56. Tully Productions, LLC
57. TWWMD Holdings, LLC
58. TWWMD Productions, Inc.
59. Villains Pictures, LLC
60. Villains Production Services, Inc.
61. Surrounded Productions USA Inc.
62. October Series Holdings, LLC

Schedule "B"

List of Counsel

Name	Party

Schedule "C"

Sale Agreement

(see attached)

Schedule "D"

Form of Monitor's Certificate

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

MONITOR'S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meaning given to them in the Order of the Supreme Court of British Columbia (the "**Court**") pronounced on January 16, 2024 (the "**Approval and Vesting Order**").

2. Pursuant to an Order of the Court pronounced July 19, 2023, Grant Thornton Limited was appointed as the monitor (the "**Monitor**") of the Petitioners.

3. Pursuant to the Approval and Vesting Order, the Court ordered that all of the right, title and interest of the Vendors in and to the Purchased Assets shall vest in the Purchaser or any Permitted Assignee effective upon, among other things, the delivery by the Monitor of this Monitor's Certificate to the Purchaser confirming that the transactions contemplated by the Sale Agreement have been implemented.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Petitioners and the Purchaser have each delivered written notice to the Monitor that all conditions to Closing under the Sale Agreement have either been satisfied and/or waived by both the Purchaser and the Vendors (with respect to the conditions set forth in sections 7.1(a) to 7.1(e) of the Sale Agreement) or each of the Purchaser, the Vendors and CWML (with respect to the conditions set forth in section 7.1(f) of the Sale Agreement), as applicable.

2. The transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2024.

Grant Thornton Limited, in its capacity as Court-appointed Monitor of the Petitioners and not in its personal capacity.

€

Name:

Title:

Action No. S-235084

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

APPROVAL AND VESTING ORDER

SCHEDULE "E"

ASSIGNMENT ORDER

Please see attached.

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

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

PETITIONERS

ORDER MADE AFTER APPLICATION

ASSIGNMENT ORDER (ACCESS ROAD)

BEFORE THE HONOURABLE	)	
	)	**January 16, 2024**
JUSTICE GOMERY	)	

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of January, 2024; AND ON HEARING Asim Iqbal and Bryan Hicks, counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the affidavit of Aaron Gilbert affirmed November 23, 2023, the Affidavit of Aaron Gilbert affirmed January 10, 2024, the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**"), the Access Road Approval and Vesting Order of this Court dated as of the date hereof (the "**Approval and Vesting Order**"), the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated October 26, 2023, the Supplement to the Third Report of the Monitor dated November 3, 2023 and the Fifth Report of the Monitor dated January 11, 2024; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Approval and Vesting Order or the Agreement of Purchase and Sale dated January

10, 2024 among the Vendors and Access Road Capital LLC(the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**"), as applicable.

APPROVAL OF ASSIGNMENT OF ASSIGNED CONTRACTS

1. Upon delivery of the Monitor's Certificate and subject to Section 2.4 of the Sale Agreement:

    (a) all of the rights and obligations of the Vendors under and to the contracts set forth at **Schedule "D"** hereto (collectively the "**Assigned Contracts**" and each, an "**Assigned Contract**") shall be assigned, transferred, and conveyed to and assumed by the Purchaser or its designated nominee(the "**Permitted Assignee**") pursuant to Section 11.3 of the CCAA and such assignment is valid and binding upon all counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts, relating to the assignment thereof, including but not limited to, any Transfer Restrictions or provision(s) relating to a change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to such Assigned Contracts; and

    (b) the Assigned Contracts shall remain in full force and effect in accordance with the terms thereof. Notwithstanding the foregoing, the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies (including, without limitation, any right of set-off) under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action by reason of:

        (i) any circumstance that existed or event that occurred on or prior to the Closing Date that would have entitled such counterparty to the Assigned Contract to enforce those rights or remedies or caused an automatic termination to occur;

        (ii) any default arising from the insolvency of the Petitioners or any of their affiliates;

        (iii) any default arising as a result of the commencement of this CCAA proceeding;

        (iv) any restriction, condition or prohibition contained therein, including any Transfer Restrictions relating to the assignment thereof or any change of control;

        (v) the implementation of the Sale Agreement and the proposed Transaction or any parts thereof (including the assignment of the Assigned Contracts pursuant to this Order and any default arising as a result of such assignment); or

        (vi) one or more Petitioners having breached a non-monetary obligation under any of the Assigned Contracts;

    and the counterparties under the Assigned Contracts are hereby deemed to waive any defaults relating thereto. For greater certainty and without limiting the

generality of the foregoing, no counterparty under an Assigned Contract shall rely on a notice of default sent prior to the filing of the Monitor's Certificate to terminate an Assigned Contract as against the Purchaser or the Permitted Assignee.

2. The assignment of the Assigned Contracts shall be subject to the provisions of the Approval and Vesting Order directing that the Vendors' rights, title and interests in and to the Assigned Contracts shall vest absolutely in the Purchaser and the Permitted Assignee free and clear of all Claims and Encumbrances other than the Permitted Encumbrances in accordance with the provisions of the Approval and Vesting Order.

3. All monetary defaults in relation to the Assigned Contracts as set out in **Schedule "D"** hereto, if any, other than those arising solely by reason of (i) the Petitioners' insolvency, (ii) the commencement of these CCAA proceedings, or (iii) any failure of any of the Petitioners to perform a non-monetary obligation under any of the Assigned Contracts, shall be paid by the Purchaser and the Permitted Assignee, as applicable, in an amount agreed to by the Purchaser or the Permitted Assignee, as applicable, and the counterparty to such Assigned Contracts or as otherwise determined by further order of this Court within 30 calendar days of the delivery of the Monitor's Certificate.

4. Upon the delivery of the Monitor's Certificate and except as expressly set out to the contrary in any agreement among the Vendors, the Purchaser or the Permitted Assignee and the applicable counterparty under an Assigned Contract, the Purchaser and the Permitted Assignee, as applicable, shall be entitled to all of the rights and benefits and subject to all of the obligations pursuant to the terms of the applicable Assigned Contracts.

5. Notwithstanding:

(a) the pendency of these CCAA proceedings or the termination thereof, and any declaration of insolvency made herein;

(b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the assignment of the Assigned Contracts to the Purchaser and the Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

6. This Court hereby requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, the

United Kingdom, or any other foreign jurisdiction, to act in aid of and to be complementary of this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative (as defined in the Initial Order), the Petitioners, the Purchaser, any Permitted Assignee and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Foreign Representative, the Petitioners, the Purchaser, the Permitted Assignee and the Monitor and their respective agents in carrying out the terms of this Order.

7. The Petitioners, the Monitor, the Purchaser and the Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.

8. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

____

Signature of
☐ Party ☑ Lawyer for the Petitioners

Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

____

REGISTRAR

Schedule "A"

List of Petitioners

1. BRON Animation Inc.
2. BRON Creative Corp.
3. BRON Developments Inc.
4. BRON Media Corp.
5. BRON Media Holdings Intl. Corp.
6. BRON Media Holdings USA Inc.
7. BRON Releasing Inc.
8. BRON Studios Inc.
9. BRON Ventures 1 (Canada) Corp.
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11. Fables Productions BC Inc.
12. Gossamer Productions BC Inc.
13. Hench 2 BC Productions Inc.
14. Henchmen Productions Inc.
15. Robin Hood Digital PC BC Inc.
16. Windor Productions BC Inc.
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18. BRON Digital USA, LLC
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32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
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35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
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40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
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58. TWWMD Holdings, LLC
59. TWWMD Productions, Inc.
60. Villains Pictures, LLC
61. Villains Production Services, Inc.
62. October Series Holdings, LLC

Schedule "B"

List of Counsel

Name	Party

Schedule "C"

Sale Agreement

(see attached)

Schedule "D"

Consent Required Contracts

Vendor	Consent Required Contract	Cure Costs
BRON Media Corp., BRON Ventures 1 LLC, and Bron Studios USA Inc.	Second Amended and Restated Limited Liability Company Agreement for Media Res Studio, LLC, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and Bron Studios USA Inc.	$0.00
Bron Ventures 1 LLC	Securities Purchase Agreement, dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.	$0.00
Bron Ventures 1 LLC.	Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.	$0.00
BRON Ventures 1 LLC.	Subscription Agreement dated May 2, 2019, between PictureStart LLC and BRON Ventures 1 LLC.	$0.00

Action No. S-235084

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ASSIGNMENT ORDER (ACCESS ROAD)

Schedule "D"

Form of Monitor's Certificate

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

AND

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

PETITIONERS

MONITOR'S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meaning given to them in the Order of the Supreme Court of British Columbia (the "**Court**") pronounced on January 16, 2024 (the "**Approval and Vesting Order**").

2. Pursuant to an Order of the Court pronounced July 19, 2023, Grant Thornton Limited was appointed as the monitor (the "**Monitor**") of the Petitioners.

3. Pursuant to the Approval and Vesting Order, the Court ordered that all of the right, title and interest of the Vendors in and to the Purchased Assets shall vest in the Purchaser or any Permitted Assignee effective upon, among other things, the delivery by the Monitor of this Monitor's Certificate to the Purchaser confirming that the transactions contemplated by the Sale Agreement have been implemented.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Petitioners and the Purchaser have each delivered written notice to the Monitor that all conditions to Closing under the Sale Agreement have either been satisfied and/or waived by both the Purchaser and the Vendors (with respect to the conditions set forth in sections 7.1(a) to 7.1(e) of the Sale Agreement) or each of the Purchaser, the Vendors and CWML (with respect to the conditions set forth in section 7.1(f) of the Sale Agreement), as applicable.

2. The transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2024.

Grant Thornton Limited, in its capacity as Court-appointed Monitor of the Petitioners and not in its personal capacity.

____

Name:

Title:

Action No. S-235084

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

APPROVAL AND VESTING ORDER

Exhibit "D"

No S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

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

PETITIONERS

ORDER MADE AFTER APPLICATION

ASSIGNMENT ORDER (ACCESS ROAD)

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

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 16th day of January, 2024; AND ON HEARING Asim Iqbal and Bryan Hicks, counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the affidavit of Aaron Gilbert affirmed November 23, 2023, the Affidavit of Aaron Gilbert affirmed January 10, 2024, the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**"), the Access Road Approval and Vesting Order of this Court dated as of the date hereof (the "**Approval and Vesting Order**"), the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated October 26, 2023, the Supplement to the Third Report of the Monitor dated November 3, 2023 and the Fifth Report of the Monitor dated January 11, 2024; AND PURSUANT TO the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia *Supreme Court Civil Rules*, and the inherent jurisdiction of this Court;

THIS COURT ORDERS AND DECLARES THAT:

Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Approval and Vesting Order or the Agreement of Purchase and Sale dated January

10, 2024 among the Vendors and Access Road Capital LLC(the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**"), as applicable.

APPROVAL OF ASSIGNMENT OF ASSIGNED CONTRACTS

1. Upon delivery of the Monitor's Certificate and subject to Section 2.4 of the Sale Agreement:

   (a) all of the rights and obligations of the Vendors under and to the contracts set forth at **Schedule "D"** hereto (collectively the "**Assigned Contracts**" and each, an "**Assigned Contract**") shall be assigned, transferred, and conveyed to and assumed by the Purchaser or its designated nominee(the "**Permitted Assignee**") pursuant to Section 11.3 of the CCAA and such assignment is valid and binding upon all counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts, relating to the assignment thereof, including but not limited to, any Transfer Restrictions or provision(s) relating to a change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to such Assigned Contracts; and

   (b) the Assigned Contracts shall remain in full force and effect in accordance with the terms thereof. Notwithstanding the foregoing, the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies (including, without limitation, any right of set-off) under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action by reason of:

      (i) any circumstance that existed or event that occurred on or prior to the Closing Date that would have entitled such counterparty to the Assigned Contract to enforce those rights or remedies or caused an automatic termination to occur;

      (ii) any default arising from the insolvency of the Petitioners or any of their affiliates;

      (iii) any default arising as a result of the commencement of this CCAA proceeding;

      (iv) any restriction, condition or prohibition contained therein, including any Transfer Restrictions relating to the assignment thereof or any change of control;

      (v) the implementation of the Sale Agreement and the proposed Transaction or any parts thereof (including the assignment of the Assigned Contracts pursuant to this Order and any default arising as a result of such assignment); or

      (vi) one or more Petitioners having breached a non-monetary obligation under any of the Assigned Contracts;

   and the counterparties under the Assigned Contracts are hereby deemed to waive any defaults relating thereto. For greater certainty and without limiting the

generality of the foregoing, no counterparty under an Assigned Contract shall rely on a notice of default sent prior to the filing of the Monitor's Certificate to terminate an Assigned Contract as against the Purchaser or the Permitted Assignee.

2. The assignment of the Assigned Contracts shall be subject to the provisions of the Approval and Vesting Order directing that the Vendors' rights, title and interests in and to the Assigned Contracts shall vest absolutely in the Purchaser and the Permitted Assignee free and clear of all Claims and Encumbrances other than the Permitted Encumbrances in accordance with the provisions of the Approval and Vesting Order.

3. All monetary defaults in relation to the Assigned Contracts as set out in **Schedule "D"** hereto, if any, other than those arising solely by reason of (i) the Petitioners' insolvency, (ii) the commencement of these CCAA proceedings, or (iii) any failure of any of the Petitioners to perform a non-monetary obligation under any of the Assigned Contracts, shall be paid by the Purchaser and the Permitted Assignee, as applicable, in an amount agreed to by the Purchaser or the Permitted Assignee, as applicable, and the counterparty to such Assigned Contracts or as otherwise determined by further order of this Court within 30 calendar days of the delivery of the Monitor's Certificate.

4. Upon the delivery of the Monitor's Certificate and except as expressly set out to the contrary in any agreement among the Vendors, the Purchaser or the Permitted Assignee and the applicable counterparty under an Assigned Contract, the Purchaser and the Permitted Assignee, as applicable, shall be entitled to all of the rights and benefits and subject to all of the obligations pursuant to the terms of the applicable Assigned Contracts.

5. Notwithstanding:

(a) the pendency of these CCAA proceedings or the termination thereof, and any declaration of insolvency made herein;

(b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the assignment of the Assigned Contracts to the Purchaser and the Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

6. This Court hereby requests the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, the

United Kingdom, or any other foreign jurisdiction, to act in aid of and to be complementary of this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative (as defined in the Initial Order), the Petitioners, the Purchaser, any Permitted Assignee and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Foreign Representative, the Petitioners, the Purchaser, the Permitted Assignee and the Monitor and their respective agents in carrying out the terms of this Order.

7. The Petitioners, the Monitor, the Purchaser and the Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.

8. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

Signature of
☐ Party ☑ Lawyer for the Petitioners

for Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

REGISTRAR

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

Authorized Signing Officer

BOWEN MU

CHECKED

Schedule "A"

List of Petitioners

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

25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Heft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
49. Green Moon Inc.

50. Harmon Films, LLC

51. Harmon Monster Films, Inc.

52. Needle In A Timestack, LLC

53. Para Productions, LLC

54. Red Sea LLC

55. Red Sea Productions Inc.

56. Surrounded Productions USA Inc.

57. Tully Productions, LLC

58. TWWMD Holdings, LLC

59. TWWMD Productions, Inc.

60. Villains Pictures, LLC

61. Villains Production Services, Inc.

62. October Series Holdings, LLC

Schedule "B"

List of Counsel

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

Schedule "C"

Sale Agreement

(see attached)

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made as of the 10th day of January, 2024 (the "**Effective Date**")

AMONG:

THE ENTITIES LISTED IN Schedule "A" ATTACHED HERETO (collectively, the "**BRON Entities**")

– and –

ACCESS ROAD CAPITAL LLC, a limited liability company incorporated pursuant to the laws of Delaware (the "**Purchaser**")

WHEREAS:

A. Pursuant to the Order of the Honourable Justice Gomery of the Supreme Court of British Columbia (the "**Court**") issued July 19, 2023 (as amended on July 28, 2023, and as may be further amended or amended and restated from time to time, the "**Initial Order**"), the Petitioners (as such term is defined in the Initial Order) were granted, among other things, relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**CCAA**"), and Grant Thornton Limited was appointed as Monitor of the Petitioners (in such capacity, the "**Monitor**").

B. In connection with the proceedings initiated by the Initial Order (the "**CCAA Proceedings**"), on July 28, 2023, the Petitioners sought and obtained an order of the Court approving, among other things, a sale and investment solicitation process (the "**SISP Order**"), to be conducted by the Petitioners, with the assistance of the Monitor, intended to solicit interest in, and opportunities for, one or more or any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Petitioners as a going concern; or (ii) a sale of all, substantially all or one or more components of the Petitioners' assets and/or business, as a going concern or otherwise.

C. In accordance with the terms of the SISP Order, Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd., a limited partnership formed under the laws of the Province of Ontario ("**CWML**") and the Petitioners entered into an asset purchase agreement dated October 24, 2023 (the "**Original CWML Agreement**") under which the Petitioners agreed to sell substantially all of their assets and assign certain liabilities, and CWML agreed to purchase such assets and assume such certain liabilities, upon the terms and conditions of the Original CWML Agreement.

D. On November 29, 2023, the Court issued Reasons for Judgement the Court declined to grant an approval and vesting order approving the transactions contemplated by the Original CWML Agreement given certain objections raised by the Purchaser (collectively, the "**Access Road Objections**").

E. The Petitioners, the Purchaser and CWML, among others, entered into a Settlement Agreement dated January 10, 2024 (the "**Settlement Agreement**"), which resolves the Access Road Objections, among other matters in dispute among the parties to the Settlement Agreement, and provides for the Purchaser and the BRON Entities entering into this Agreement, pursuant to which the Purchaser will purchase from the Vendor, and the Vendor will sell to the Purchaser, the Purchased Assets free and clear of all Encumbrances and without Liabilities as contemplated by the Settlement Agreement.

"**Authorization**" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

"**Books and Records**" means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Petitioners or any of their respective Affiliates in connection with the ownership, operation, production and/or exploitation of the Purchased Assets, including any and all information, documents and records relating to the Target Entities and the Assumed Contracts, including customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production accounting statements and records, pitch materials, ultimate calculations, sales estimates, tax rebate and credit calculations, distribution proceeds, audits respecting distribution, participation statements for third parties and participation statements in favor of the Vendor, take and sales prices, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, emails (subject in all respects to Section 9.2(b)), data and information stored electronically, digitally or on computer-related media, excluding the minute books and corporate records. For greater certainty, Books and Records shall not include: (i) information subject to privilege of one or more of the Vendor; or (ii) information in respect of which its disclosure would violate any confidentiality obligations to which the Vendor is bound as at the Closing Time or Applicable Law.

"**BRON Controlled Subsidiaries**" has the meaning set out in Section 9.1.

"**Business Day**" means a day on which banks are open for business in Vancouver, British Columbia, but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

"**CCAA**" has the meaning set out in the recitals hereto.

"**CCAA Proceedings**" has the meaning set out in the recitals hereto.

"**Charges**" has the meaning set out in the Initial Order.

"**Claims**" means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment or reassessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person, complaints, grievance, petition, application, charge, investigation, indictment, prosecution, judgement, debt, liability, damage, or loss, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, known or unknown, disputed or undisputed, contractual, legal or equitable.

"**Closing**" means the closing and consummation of the Transaction.

"**Closing Date**" means the date that is two (2) Business Days after the date upon which the conditions set forth in Article 7 have been satisfied or waived, other than any conditions set forth

"**Excluded Assets**" means all those assets of the Vendor that are not Purchased Assets, including for greater certainty, the Settled Excluded Media Res Proceeds.

"**Excluded Contracts**" means those Contracts and other agreements of the Vendor that are not Assumed Contracts.

"**Final Recognition Order**" means the order of the U.S. Court entered on August 15, 2023, among other things, recognizing the Initial Order and the CCAA Proceedings.

"**General Conveyance**" means a general conveyance evidencing the conveyance to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably.

"**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), judicial body, regulatory authority, tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation having jurisdiction over the Vendor, the Purchaser or the Purchased Assets.

"**GST/HST**" means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

"***Income Tax Act***" means the *Income Tax Act*, RSC, 1985, c. 1 (5th Supp.).

"**Initial Order**" has the meaning set out in the recitals hereto.

"**Interim Lender**" has the meaning set out in the Initial Order.

"**Interim Period**" means the period beginning on the Effective Date and ending at the Closing Time.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**Media Res**" means Media Res Studio LLC.

"**Media Res Proceeds**" means the sum of $8,069,430.00, plus interest thereon, paid by or on behalf of Media Res Studio, LLC to the Monitor, in trust, pursuant to the Transactions and Settlement Agreement, dated October 27, 2021, among Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.

"**Monitor**" has the meaning set out in the recitals hereto.

"**Monitor's Certificate**" means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance the Purchaser and approving the distribution of the Settled Excluded Media Res Proceeds to the Interim Lender.

"**SISP Order**" has the meaning set out in the recitals hereto.

"**Target Entities**" means Media Res Studio LLC; Picturestart, LLC; and, Emjag Productions, Inc.

"**Taxes**" means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties, fees, assessments, imposts, levies and other charges of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, fines, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"**Transaction**" means all of the transactions contemplated by this Agreement, including the purchase and sale of the Purchased Assets.

"**Transfer Restrictions**" means any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests.

"**Transfer Taxes**" means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges imposed by a Governmental Authority, including any related penalties and interest, in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST.

"**U.S. Court**" means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

"**U.S. Recognition Orders**" means one or more orders of the U.S. Court in form and substance satisfactory to the Purchaser, the Vendor and the Monitor, each acting reasonably, among other things, recognizing the Approval and Vesting Order, the Settlement Approval Order and, if applicable, any Assignment Order.

"**Vendor**" means BRON Ventures 1 LLC.

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be

(h) *Document References*. All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

(i) *No Strict Construction*. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party, including, without limitation, the doctrine of *contra proferentum*.

1.6 Schedules & Amendments to Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

Schedule "A"	-	BRON Entities
Schedule "B"	-	Assumed Contracts
Schedule "C"	-	Purchased Assets
Schedule "D"	-	Approval and Vesting Order
Schedule "E"	-	Assignment Order

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2
PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets

(a) Subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, the Vendor hereby agrees to sell, assign and transfer to the Purchaser pursuant to the Approval and Vesting Order and any applicable Assignment Order, and the Purchaser agrees to purchase from the Vendor, the Purchased Assets, free and clear of all Encumbrances and without Liabilities.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any right thereunder if an assignment or transfer by the Vendor to the Purchaser as contemplated hereunder is not permitted or enforceable under Applicable Law.

2.2 Assumed Contracts

In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of the counterparties to them or any other Person (each a "**Consent Required Contract**"):

the BRON Entities agree and acknowledge that the Purchaser will not assume and shall not be liable, directly or indirectly, or otherwise responsible for any debts, Liabilities or other obligations of or Claims against the Vendor arising out of or in connection with the Transaction.

2.4 Right to Modify the Purchased Assets and Assumed Contracts

From and after the Effective Date until the date that is one (1) day prior to the Closing Date in the case of any Assumed Contracts, the Purchaser shall, by notice in writing to the Vendor and the Monitor, be entitled to exclude any Purchased Assets and Assumed Contracts from the Purchased Assets, in which case such Purchased Assets or Assumed Contracts, as applicable, shall be deemed to be Excluded Contracts and shall not be acquired by or transferred or assigned to the Purchaser at Closing. No change to the Credit Bid Amount shall result from the exclusion of any Assumed Contracts from the Purchased Assets pursuant to this Section 2.4.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Purchased Assets shall compromise of the Credit Reduction Amount and the additional consideration provided under the Settlement Agreement (the "**Purchase Price**").

3.2 Allocation of the Purchase Price

The Purchaser and the Vendor shall agree upon the allocation of the Credit Reduction Amount in respect of the Purchased Assets, both acting reasonably, within thirty (30) days following Closing or by such other date as the Parties agree. Such allocation shall be determined in accordance with Applicable Law. The Parties shall report the purchase and sale of the Purchased Assets for all federal, provincial and local tax purposes in accordance with the agreed upon allocation and this Agreement.

3.3 Satisfaction of the Purchase Price by Credit Reduction Amount

The Purchase Price shall be satisfied by the Purchaser releasing the Vendor and the Petitioners from their respective obligations to repay the Credit Reduction Amount to the Purchaser in connection with the Purchaser's Claim in the CCAA Proceedings, and the Vendor hereby directs the Purchaser to satisfy the Purchase Price in accordance with this Section 3.3 and this shall be the Purchaser's good and sufficient authority for so doing.

3.4 Tax Matters

The Parties agree that:

(a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay any applicable Transfer Taxes on the purchase and sale of the Purchased Assets in addition to the Purchase Price, either to the Monitor or directly to the appropriate Governmental Authority, as required by Applicable Law;

(b) if applicable, the Vendor and the Purchaser shall each jointly elect under section 167 of the *Excise Tax Act* and any equivalent or comparable corresponding provision under any applicable provincial or territorial legislation, in the form prescribed for the purposes of each such provision, that no GST/HST will be payable in respect of the sale and transfer approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Vendor to consummate the Transaction.

(g) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement and unless otherwise known to the Purchaser, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendor of the Purchased Assets.

(h) No Commissions. There are no Claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement for which the Purchaser will be liable or responsible.

(i) Assumed Contracts. The Contracts listed in Schedule "B" include all of the Contracts necessary to establish the Vendor's right, title and interest in and to the Purchased Assets and for the Purchaser to acquire, and obtain the benefit of, all of the Purchased Assets (in each case solely to the extent Contracts are required in respect of the same).

(j) Taxable Canadian Property. The Vendor is a non-resident of Canada for purposes of the *Income Tax Act*, and the Purchased Assets under this Agreement do not constitute (and are not deemed to constitute) "taxable Canadian property" to the Vendor within the meaning of the *Income Tax Act*, and without limiting the foregoing, the Vendor does not carry on business in Canada for purposes of the *Income Tax Act*.

4.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendor as of the date hereof and as of the Closing Time, and acknowledges that, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

(a) Formation and Status. The Purchaser is a limited liability company formed and existing under the laws of the State of Delaware, is in good standing under such laws and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action.

(c) No Conflict. The execution, delivery and performance by the Purchaser of its obligations under this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

(d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and the Settlement Approval Order.

(e) No Proceedings. Unless otherwise known to the Vendor, there are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin, delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably

ARTICLE 5
COVENANTS

5.1 Application for the Approval and Vesting Order and Petition for the U.S. Recognition Orders

Subject to the requirements of Section 2.2:

(a) each of the Parties shall use its commercially reasonable efforts to: (i) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction; and (ii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law. Among other things, the Parties agree that this shall require the BRON Entities, as promptly as practicable after execution and delivery of this Agreement, to serve and file with the: (i) Court an application for the issuance of the Approval and Vesting Order, the Settlement Approval Order and any Assignment Order; and (ii) U.S. Court a petition for the issuance of the U.S. Recognition Orders;

(b) the BRON Entities shall: (i) provide the Purchaser with a reasonable opportunity to review and comment upon all materials filed by the Petitioners with the Court and the U.S. Court in accordance with this Section 5.1 at least two (2) Business Days in advance of such filing, which materials shall be consistent with the terms and conditions of this Agreement; and (ii) provide notice of the application for the Approval and Vesting Order, the Settlement Approval Order and any Assignment Order and petition for the U.S. Recognition Orders on all Persons as may be required by the Purchaser, including, without limitation, all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary or advisable by the Petitioners or the Purchaser. The BRON Entities shall promptly inform and provide the Purchaser with copies of responses or objections received by them relating to this Agreement or the Transaction in the event the BRON Entities or their counsel have reason to believe that counsel to the Purchaser has not already separately received copies of the same; and

(c) if the Approval and Vesting Order, the Settlement Approval Order, any Assignment Order or the U.S. Recognition Orders shall be appealed or any application or petition for rehearing or reargument shall be filed with respect thereto, the BRON Entities agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, application, or motion.

5.2 Actions to Satisfy Closing Conditions

Each of the Parties shall use its commercially reasonable efforts to take or cause to be taken, all appropriate action, and do, or cause to be done all things necessary, proper or advisable under Applicable Law to consummate and make effective, as soon as reasonably practicable and in any event prior to the Outside Date, the transactions contemplated by this Agreement (including the transfer to the Purchaser of registered and beneficial title or ownership of the Purchased Assets) and, without limiting the generality of the foregoing, each Party shall:

(a) use its commercially reasonable efforts to take such actions as are, at the time of such action, within its power to control and to cause other actions to be taken which are not within its power to control, so as to facilitate the fulfillment of all of the conditions

(c) not amend in any material respect or in a manner outside the ordinary course of business in all material respects consistent with past practice any Assumed Contract that forms a part of the Purchased Assets or waive any material provision or right thereunder or surrender, disclaim, terminate or assign any such Assumed Contract;

(d) keep the Purchaser reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any tax or regulatory investigation or any other investigation by a Governmental Authority or action involving the Vendor or the Purchased Assets, provided that nothing in this Section 5.4(d) shall require the Vendor to disclose information: (i) subject to privilege; (ii) which would conflict with any confidentiality obligations to which the Vendor is bound; or (iii) in violation of Applicable Law; and

(e) not enter into any material contract or other material written agreement in respect of or materially applicable to any of the Purchased Assets.

5.5 Post-Closing Transfers

Within five (5) Business Days following the Closing Date, and prior to the termination of the CCAA Proceedings or any assignment in bankruptcy, the Vendor shall deliver a notice, in form and substance satisfactory to the Purchaser, acting reasonably, and duly executed by the Vendor, to the counterparties of any Assumed Contracts included in the Purchased Assets regarding the transfer and assignment of the Assumed Contracts, and directing that all further payments thereunder, if any, be made to the Purchaser. Any payments made to the Vendor or any of its Affiliates pursuant to an obligation arising out of or in connection with the Purchased Assets and collected by the Vendor, the Monitor or any trustee-in-bankruptcy appointed with respect to the Vendor (or other proceeds collected or derived from a Purchased Asset by the Vendor, the Monitor or such trustee-in-bankruptcy), from and after the Closing Date shall be held in trust for the benefit of the Purchaser, and such funds shall not form part of the Vendor's estate or otherwise be made available to the Vendor's stakeholders, and, upon receipt following the Closing, shall promptly be paid to, and for the benefit of, the Purchaser in accordance with its rights under this Agreement.

If after Closing, the Purchaser or any of its Permitted Assignees receives or otherwise comes to possess any Excluded Assets, the Purchaser will promptly (i) give written notice to the Vendor and the Monitor and (ii) transfer, assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) such assets to the Vendor at the Vendor's sole expense. Prior to any such transfer, the Purchaser or its applicable Permitted Assignees receiving or possessing any such Excluded Asset will hold it in trust for the benefit of the Vendor. The Purchaser will cooperate with the Vendor and use its commercially reasonably efforts to set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 5.5.

ARTICLE 6
CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place electronically on the Closing Date effective as of the Closing Time (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

(b) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Purchaser;

(c) the General Conveyance, duly executed by the Purchaser;

(d) the Assignment and Assumption Agreement, duly executed by the Purchaser;

(e) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;

(f) payment to the Vendor of the Purchase Price in accordance with Article 3; and

(g) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7
CONDITIONS OF CLOSING

7.1 Conditions Precedent in Favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

(a) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(b) Settlement Approval Order. The Court shall have issued and entered the Settlement Approval Order, which Settlement Approval Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(c) U.S. Recognition Orders. The U.S. Court shall have issued and entered the U.S. Recognition Orders, which U.S. Recognition Orders shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

(d) No Order. No Applicable Law and no final or non-appealable judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction or modifies or amends the Approval to the Purchaser or which does not materially adversely affect the Purchaser's rights under this Agreement or the Purchased Assets.

(f) Existing Court Orders. The Initial Order, the SISP Order and the Final Recognition Order shall be in full force and effect and shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Purchaser.

(g) No Default. No default or event of default shall have occurred or shall be continuing under the Settlement Agreement.

(h) Allocation. There shall be no allocation of the Charges amongst the Purchased Assets sought pursuant to the Initial Order or proposed in connection with the SISP Order, the Approval and Vesting Order, this Agreement or the Transaction that is contrary to the terms of the Settlement Agreement.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in this Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

7.3 Conditions Precedent in Favour of the Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

(a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and consideration contemplated in Section 6.3.

(b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

(c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 7.3 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set out in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Vendor may elect on written notice to the Purchaser to terminate this Agreement.

ARTICLE 9
GENERAL

9.1 Binding on Subsidiaries

The BRON Entities each acknowledge and agree that it is entering into this Agreement on behalf of itself and on behalf of each of its wholly-owned and/or controlled subsidiaries (including, without limitation, any entities for which the BRON Entities are a member manager), and that any and all grants of rights contained in this Agreement is intended to include any and all of the Purchased Assets owned or controlled, directly or indirectly, by the BRON Entities and any and all of the Purchased Assets owned or controlled, directly or indirectly, by each BRON Entities wholly-owned and/or controlled subsidiaries (the "**BRON Controlled Subsidiaries**"), only to the extent necessary to sell, assign and transfer the Purchased Assets to the Purchaser.

9.2 Access to Books and Records

(a) For a period of two (2) years from the Closing Date or for such longer period as may be reasonably required for the Vendor (or any trustee in bankruptcy of the estate of any of the Vendor) to comply with any Applicable Law, the Purchaser shall retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Monitor and the Vendor (or trustee in bankruptcy of the estate of the Vendor) have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

(b) Notwithstanding any other term in this Agreement, emails within the Vendor's possession immediately prior to Closing that form part of the Purchased Assets will not be delivered to the Purchaser (other than in accordance with the terms of this Section 9.2) and will only be preserved on data systems held by Adam Davids Law, PLLC and by a Canadian law firm to be selected solely by the Vendor. Emails related to the Purchased Assets (and only those emails) can be accessed by the Purchaser upon request to the Vendor, subject to review by a third party, selected by the Vendor and the Purchaser, acting reasonably, for privilege, confidentiality, restrictions under Applicable Law, and relevance to the Purchased Assets. All expenses, costs and fees related to such requests shall be borne solely by the Purchaser.

9.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by same-day courier or by read-receipted email, addressed:

(a) in the case of the Purchaser, as follows:

Access Road Capital LLC
2121 Avenue of the Stars
Suite 2450
Los Angeles, CA 90067

Attention: Jeff Kropp
Email: jkropp@forestroadco.com

provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.4 Public Announcements

Subject to Section 5.1(b), the BRON Entities and the Monitor shall be entitled to disclose this Agreement to the Court, the U.S. Court and the parties in interest in the CCAA Proceedings and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Subject to the foregoing, no press release or other announcement concerning the Transaction shall be made by the Purchaser or the BRON Entities without the prior consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Survival

The representations and warranties of the Parties contained in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction shall merge on Closing, provided that the representations, warranties and covenants of the Parties contained in this Agreement and in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction to be performed after the Closing, or which by their terms survive Closing, shall survive Closing and remain in full force and effect.

9.7 Entire Agreement

The Settlement Agreement, this Agreement and the attached Schedules hereto, and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the BRON Entities (with the consent of the Monitor) and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, the Settlement Agreement and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of the Settlement Agreement shall prevail to the extent of such conflict or inconsistency.

9.15 Expenses

Except as may otherwise be provided in the Settlement Agreement, each of the Parties shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

9.16 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel, and the Closing shall be deemed to have occurred.

9.17 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA, the Initial Order and any other order of the Court in the CCAA Proceedings, the BRON Entities and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Petitioners and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

9.18 The "Monkey Man" CAMA

For greater certainty, (i) nothing in this Agreement shall have the affect or be construed as affecting the Purchaser's rights, claims, and interests in and to any and all entitlements of the BRON Entities and their respective affiliates under and in connection with the Collection Account Management Agreement for the film known as "Monkey Man" dated as of November 30, 2021 (the "**Monkey Man CAMA**"); and (ii) the Purchaser is not acquiring any rights, interests, or obligations with respect to the Monkey Man CAMA pursuant to this Agreement that the Purchaser did not already have prior to the execution of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

BRON VENTURES 1 LLC

By: ______________________________
Name:
Title:

BRON MEDIA HOLDINGS USA INC.

By: ______________________________
Name:
Title:

BRON MEDIA HOLDINGS USA CORP.

By: ______________________________
Name:
Title:

ACCESS ROAD CAPITAL LLC

By: ______________________________
Name: Jeff Kropp
Title: Authorized Signatory

SCHEDULE "B"

ASSUMED CONTRACTS

The following is an exhaustive list of the Assumed Contracts:

1. Second Amended and Restated Limited Liability Company Agreement for Media Res Studio, LLC, between Media Res Studio, LLC, BRON Ventures 1 LLC and the other member signatories thereto.

2. Securities Purchase Agreement dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.

3. Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.

4. Subscription Agreement dated May 2, 2019, between PictureStart LLC and BRON Ventures 1 LLC.

For greater certainty, the Assumed Contracts do not include the Settled Excluded Media Res Proceeds.

SCHEDULE "D"

APPROVAL AND VESTING ORDER

Please see attached.

BRON Entities and Access Road Capital LLC (the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**").

2. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement is commercially reasonable and is hereby approved, with such minor amendments as the Petitioners may deem necessary with the consent of the Purchaser and the Monitor. The execution of the Sale Agreement by the BRON Entities is hereby authorized, ratified, and approved and the BRON Entities are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser and any Permitted Assignee of the Purchased Assets.

3. This Order shall constitute the only authorization required by the BRON Entities to proceed with the Transaction and no shareholder or other approvals shall be required in connection therewith.

4. The Monitor is hereby authorized to take such additional steps in furtherance of its responsibilities under the Sale Agreement and this Order and shall not incur any liability in taking such steps.

APPROVAL AND VESTING

5. Upon the filing with this Court of the Monitor's Certificate substantially in the form attached hereto as **Schedule "D"** (the "**Monitor's Certificate**"), all of the Vendor's right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser and any Permitted Assignee in fee simple, free and clear of and from any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), actions, judgements, Transfer Restrictions, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or any other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

(a) any encumbrances or charges created by any Order of this Court in the Petitioners' CCAA proceeding commenced on July 19, 2023 (this "**CCAA Proceeding**");

(b) all charges, security interests or claims evidenced by registrations pursuant to the *Uniform Commercial Code* (United States), the *Personal Property Security Act* of British Columbia, the *Personal Property Security Act* of Ontario or any other personal property registry system;

(c) all claims in respect of, or relating to, any Taxes owing by the Petitioners as at the Closing Date or any Taxes assessed or that could be assessed in respect of the Petitioners or their business, property and assets; and

(d) any other restrictions which may be applicable to the Purchased Assets,

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Petitioners or any of their affiliates);

(b) the insolvency of the Petitioners or any of their affiliates, or the fact that the Petitioners or any affiliate of the Petitioners sought or obtained relief under the CCAA or any of the Petitioners or any of their affiliates sought or obtained any relief under Chapter 15 of Title 11 of the United States Code U.S.C., §§ 101 – 1532 (the "**Bankruptcy Code**") or the Insolvency Act 1986 (c 45) (the "**UK Insolvency Act**");

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Sale Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA Proceeding, any Order of the U.S. Court under the Bankruptcy Code, or any Order under the UK Insolvency Act in respect of any of the Petitioners or any of their affiliates; or

(d) any transfer or assignment, or any change of control arising from the Sale Agreement or the Transaction or the provisions of this Order.

11. As of the Closing Time and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the applicable Assumed Contract), all Persons shall be deemed to have waived any and all defaults of the Petitioners then existing or previously committed by the Petitioners, or caused by the Petitioners, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Petitioners, the filing by the Petitioners under the CCAA, the Sale Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 12 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.

12. From and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchaser and/or any Permitted Assignee relating in any way to the Excluded Assets, Excluded Contracts, any Encumbrances (other than Permitted Encumbrances), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

GENERAL

13. For greater certainty, (a) nothing in this Order shall have the effect or be construed as affecting the Purchaser's rights, claims, and interests in and to any and all entitlements of the BRON Entities and their respective affiliates under and in connection with the

Schedule "A"

List of Petitioners

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

50. Harmon Films, LLC
51. Harmon Monster Films, Inc.
52. Needle In A Timestack, LLC
53. Para Productions, LLC
54. Red Sea LLC
55. Red Sea Productions Inc.
56. Tully Productions, LLC
57. TWWMD Holdings, LLC
58. TWWMD Productions, Inc.
59. Villains Pictures, LLC
60. Villains Production Services, Inc.
61. Surrounded Productions USA Inc.
62. October Series Holdings, LLC

Schedule "C"

Sale Agreement

(see attached)

2. The transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2024.

Grant Thornton Limited, in its capacity as Court-appointed Monitor of the Petitioners and not in its personal capacity.

ϵ

____

Name:

Title:

SCHEDULE "E"

ASSIGNMENT ORDER

Please see attached.

10, 2024 among the Vendors and Access Road Capital LLC(the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**"), as applicable.

APPROVAL OF ASSIGNMENT OF ASSIGNED CONTRACTS

1. Upon delivery of the Monitor's Certificate and subject to Section 2.4 of the Sale Agreement:

   (a) all of the rights and obligations of the Vendors under and to the contracts set forth at **Schedule "D"** hereto (collectively the "**Assigned Contracts**" and each, an "**Assigned Contract**") shall be assigned, transferred, and conveyed to and assumed by the Purchaser or its designated nominee(the "**Permitted Assignee**") pursuant to Section 11.3 of the CCAA and such assignment is valid and binding upon all counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts, relating to the assignment thereof, including but not limited to, any Transfer Restrictions or provision(s) relating to a change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to such Assigned Contracts; and

   (b) the Assigned Contracts shall remain in full force and effect in accordance with the terms thereof. Notwithstanding the foregoing, the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies (including, without limitation, any right of set-off) under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action by reason of:

      (i) any circumstance that existed or event that occurred on or prior to the Closing Date that would have entitled such counterparty to the Assigned Contract to enforce those rights or remedies or caused an automatic termination to occur;

      (ii) any default arising from the insolvency of the Petitioners or any of their affiliates;

      (iii) any default arising as a result of the commencement of this CCAA proceeding;

      (iv) any restriction, condition or prohibition contained therein, including any Transfer Restrictions relating to the assignment thereof or any change of control;

      (v) the implementation of the Sale Agreement and the proposed Transaction or any parts thereof (including the assignment of the Assigned Contracts pursuant to this Order and any default arising as a result of such assignment); or

      (vi) one or more Petitioners having breached a non-monetary obligation under any of the Assigned Contracts;

   and the counterparties under the Assigned Contracts are hereby deemed to waive any defaults relating thereto. For greater certainty and without limiting the

United Kingdom, or any other foreign jurisdiction, to act in aid of and to be complementary of this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative (as defined in the Initial Order), the Petitioners, the Purchaser, any Permitted Assignee and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Foreign Representative, the Petitioners, the Purchaser, the Permitted Assignee and the Monitor and their respective agents in carrying out the terms of this Order.

7. The Petitioners, the Monitor, the Purchaser and the Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.

8. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

____

Signature of
☐ Party ☑ Lawyer for the Petitioners

Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

____

REGISTRAR

25. Bakhorma, LLC

26. Drunk Parents, LLC

27. Fables Holdings USA, LLC

28. Fables Productions USA Inc.

29. Gossamer Holdings USA, LLC

30. Gossamer Productions USA Inc.

31. Harry Heft Productions, Inc.

32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)

33. I Am Pink Productions, LLC

34. Lucite Desk, LLC

35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)

36. National Anthem ProdCo Inc.

37. Oakland Pictures Holdings, LLC

38. Pathway Productions, LLC

39. Robin Hood Digital PC USA Inc.

40. Robin Hood Digital USA, LLC

41. Solitary Holdings USA, LLC

42. Surrounded Holdings USA, LLC

43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.

45. Brown Amy, LLC

46. Fonzo Production Services Inc.

47. Fonzo, LLC

48. Front Runner, LLC

49. Green Moon Inc.

Schedule "B"

List of Counsel

Name	**Party**

Schedule "D"

Consent Required Contracts

Vendor	Consent Required Contract	Cure Costs
BRON Media Corp., BRON Ventures 1 LLC, and Bron Studios USA Inc.	Second Amended and Restated Limited Liability Company Agreement for Media Res Studio, LLC, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and Bron Studios USA Inc.	$0.00
Bron Ventures 1 LLC	Securities Purchase Agreement, dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.	$0.00
Bron Ventures 1 LLC.	Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.	$0.00
BRON Ventures 1 LLC.	Subscription Agreement dated May 2, 2019, between PictureStart LLC and BRON Ventures 1 LLC.	$0.00

Schedule "D"

Consent Required Contracts

Vendor	Consent Required Contract	Cure Costs
BRON Media Corp., BRON Ventures 1 LLC, and Bron Studios USA Inc.	Second Amended and Restated Limited Liability Company Agreement for Media Res Studio, LLC, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and Bron Studios USA Inc.	$0.00
Bron Ventures 1 LLC	Securities Purchase Agreement, dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.	$0.00
Bron Ventures 1 LLC.	Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.	$0.00
BRON Ventures 1 LLC.	Subscription Agreement dated May 2, 2019, between PictureStart LLC and BRON Ventures 1 LLC.	$0.00

Action No. S-235084

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

ASSIGNMENT ORDER (ACCESS ROAD)