

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

MAR 22 2024

ENTERED



IN THE SUPREME COURT OF BRITISH COLUMBIA

No. S-235084
Vancouver Registry

SUPREME COURT
OF BRITISH COLUMBIA
SEAL
VANCOUVER
REGISTRY



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

AND

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

AND

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

PETITIONERS

PETITIONERS
ORDER MADE AFTER APPLICATION

(CCAA Termination Order)

BEFORE THE HONOURABLE

JUSTICE GOMERY

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)
)

MARCH 22, 2024

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 22nd day of March, 2024 (the "**Application**"); 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 March 12, 2024, the Sixth Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated March 15, 2024 (the "**Sixth Report**"), the Fee Affidavit of Mark Wentzell dated March 15, 2024 (the "**Grant Thornton Fee Affidavit**"), and the Fee Affidavit of Forrest Finn dated March 15, 2024 (the "**Cassels Fee Affidavit**");

AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended ("**CCAA**"), the *British Columbia Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

**THIS COURT ORDERS AND DECLARES THAT:
SERVICE**

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

INTERPRETATION

2. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Initial Order of Justice Gomery dated January 17, 2024, as further amended and/or restated ("**Initial Order**").

TERMINATION OF CCAA PROCEEDINGS

3. Upon service by the Monitor of an executed certificate substantially in the form attached hereto as Schedule "C" (the "**Monitor's Termination Certificate**") on the service list in these CCAA proceedings ("**Service List**") certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with the CCAA proceedings have been completed, the within CCAA proceedings shall be terminated without any further act or formality (the "**CCAA Termination Time**"), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any Person (as defined in the Initial Order).
4. The Monitor is hereby directed to file a copy of the Monitor's Termination Certificate with the Court and post a copy of the Monitor's Termination Certificate on its website as soon as is practicable following the CCAA Termination Time.
5. The Administration Charge, the KERP Charge, and the Director's Charge shall terminate effective as of the CCAA Termination Time, without any further act or formality.

STAY PERIOD

6. The Stay Period is extended until the earlier of (a) the CCAA Termination Time, and (b) April 30, 2024.

TERMINATION OF INTERIM LENDER'S CHARGE

7. The Interim Lender's Charge is hereby terminated as of the date of this Order without any further act or formality.

APPROVAL OF FEES AND ACTIVITIES

8. The activities of the Monitor as described in the Sixth Report are hereby approved; provided however that only Grant Thornton Limited in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
9. The Monitor's fees in the amount of CAD\$97,404, plus applicable taxes for the period from January 2, 2024 to March 11, 2024, as set out in the Grant Thornton Fee Affidavit, be and are hereby approved.

10. The Monitor's estimated future fees up to March 29, 2024 consisting of USD\$75,000, and the fee accrual of USD\$25,000 to cover the fees and disbursements incurred from March 29, 2024 to the CCAA Termination Time, as outlined in the Sixth Report, are hereby approved.
11. The fees of the Monitor's legal counsel, Cassels, Brock and Blackwell LLP ("**Cassels**") in the amount of CAD\$156,712.23, and the disbursements of Cassels in the amount of CAD\$3,796.17, plus applicable taxes, for the period from January 1, 2024 and March 12, 2024, as set out in the Cassels Fee Affidavit, be and are hereby approved.
12. The fees of U.S. counsel to the Monitor, Alexander Law APC in the amount of USD\$9,450 are hereby approved.
13. Cassels's estimated future fees up to March 29, 2024 consisting of USD\$55,000, and the fee accrual of USD\$25,000 to cover the fees and disbursements incurred from March 29, 2024 to the CCAA Termination Time, as outlined in the Sixth Report, are hereby approved.

DISCHARGE OF MONITOR

14. Effective at the CCAA Termination Time, Grant Thornton Limited shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, Grant Thornton Limited shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required or appropriate ("**Monitor Incidental Matters**").
15. For greater certainty, the Monitor's powers to address the Monitor Incidental Matters shall include the power and authorization to sign any documents or take any step on behalf of Gossamer Productions BC Inc. ("**Gossamer**") and Fables Productions BC Inc. ("**Fables**") that may reasonably be required to assist in the realization from the Canada Revenue Agency of the proceeds of any tax credits assigned to Three Point Capital Holdings LLC ("**TPC**"), as described in the Sixth Report, including but not limited to the execution of any direction with respect to the Blocked Account Agreement dated February 22, 2024 between the National Bank of Canada, Gossamer, and TPC and the Blocked Account Agreement dated February 22, 2024 between the National Bank of Canada, Fables, and TPC dated February 22, 2024 (the "**TPC Tax Credit Matters**"). Upon reasonable request by the Monitor, all Persons shall deliver to the Monitor of the any documents in such Person's possession and control that may reasonably be required by the to resolve TPC Tax Credit Matters, and/or (ii) preserve and grant the Monitor immediate and continued access to any documents reasonably required to resolve TPC Tax Credit Matters. All reasonable and documented fees and expenses incurred by the Monitor and its counsel in respect of TPC Tax Credit Matters shall be paid directly by TPC and no Person other than TPC shall have any liability to the Monitor for the payment of such incurred fees and expenses.
16. The Monitor may only file the Monitor Termination Certificate on or after the date that is the earlier of the following: (i) the date upon which the Monitor receives written confirmation from the Guilds and CWML that requirement to enter into assignment and assumption agreements under paragraph 13 of the Approval and Vesting Order (Creative Wealth Transaction) of this Court dated January 17, 2024 (the "**AVO**") has been satisfied; or (ii) April 30, 2024. Nothing in in this order, or the occurrence of the CCAA Termination

Time, shall prevent the Guilds from applying to a court of competent jurisdiction to enforce the terms of paragraph 13 of the AVO.

17. Notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, or any other Order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following and after the CCAA Termination Time, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to the Petitioners or these CCAA proceedings.
18. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity as Monitor, including in connection with any Monitor Incidental Matters taken after the CCAA Termination Time, except with prior leave of this Court on not less than fifteen (15) days prior notice to the Monitor.

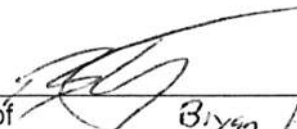
GENERAL

19. The Petitioners, the Monitor, and any interested parties may from time to time apply to a court of competent jurisdiction for advice and directions with respect to this Order and their rights, powers, and duties hereunder.
20. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners, to the Monitor, as an officer of this Court, and to the interested parties, as applicable, as may be necessary or desirable to give effect to, or in carrying out the terms of, this Order.
21. Each of the Petitioners, the Monitor, and the Interested Parties are at liberty and are authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
22. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

24. The Petitioners have leave to apply for a release substantially in the form attached as **Schedule "D"**.

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 Bryan Hicks
☐ Party ☒ Lawyer for the Petitioners

For Asim Iqbal



BY THE COURT



REGISTRAR

M TO form
KM

Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

DATED: MAR 22 2024



Authorized Signing Officer
Kade Chapman

Schedule A

List of Petitioners

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

29.	Gossamer Holdings USA, LLC	Delaware
30.	Gossamer Productions USA Inc.	Delaware
31.	Harry Haft Productions, Inc.	New York
32.	Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)	Delaware
33.	I Am Pink Productions, LLC	Delaware
34.	Lucite Desk, LLC	Delaware
35.	National Anthem Holdings, LLC (f. k. a. BCDC Holdings, LLC)	Delaware
36.	National Anthem ProdCo Inc.	New Mexico
37.	Oakland Pictures Holdings, LLC	Delaware
38.	Pathway Productions, LLC	Delaware
39.	Robin Hood Digital PC USA Inc.	Delaware
40.	Robin Hood Digital USA, LLC	Delaware
41.	Solitary Holdings USA, LLC	Delaware
42.	Surrounded Holdings USA LLC	Delaware
43.	Welcome to Me, LLC	California
44.	Front Runner Productions, Inc.	Georgia
45.	Brown Amy, LLC	Nevada
46.	Fonzo Production Services Inc.	Louisiana
47.	Fonzo, LLC	Nevada
48.	Front Runner, LLC	Nevada
49.	Green Moon Inc.	Washington
50.	Harmon Films, LLC	New York
51.	Harmon Monster Films, Inc.	New York
52.	Needle In A Timestack, LLC	Delaware

53.	Para Productions, LLC	Nevada
54.	Red Sea LLC	Nevada
55.	Red Sea Productions Inc.	Nevada
56.	Tully Productions, LLC	Nevada
57.	TWWMD Holdings, LLC	Delaware
58.	TWWMD Productions, Inc.	Nevada
59.	Villains Pictures, LLC	Nevada
60.	Villains Production Services, Inc.	New York
61.	Surrounded Productions USA Inc.	Delaware
62.	October Series Holdings, LLC	Delaware

Schedule B

List of Counsel

NAME	PARTY
John Birch, Cassels Brock & Blackwell LLP	Counsel to the Monitor
Claire Hildebrand, Blake, Cassels & Graydon LLP	Counsel to Three Point Capital Holdings, LLC

Schedule C

No. S-235084
Vancouver Registry

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,

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BRON MEDIA CORP. AND THE ENTITIES LISTED AT SCHEDULE "A"

PETITIONERS

MONITOR'S TERMINATION CERTIFICATE

RECITALS

1. Grant Thornton Limited ("GT") was appointed as the Monitor of the Petitioners in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") pursuant to an Initial Order of the British Columbia Superior Court of Justice (the "Court") dated July 19, 2023 (as amended, the "Initial Order").
2. Pursuant to an Order of this Court dated March 22, 2024 (the "CCAA Termination Order"), among other things, GT shall be discharged as the Monitor and the Petitioners' CCAA proceedings shall be terminated upon the service of this Monitor's Termination Certificate on the Service List in these CCAA proceedings, all in accordance with the terms of the CCAA Termination Order.

THE MONITOR HEREBY CERTIFIES the following:

3. To the knowledge of the Monitor, all matters to be attended to in connection with the Petitioners' CCAA Proceedings (Court File No. S-235084) have been completed.

[Signature page follows]

DATED at Vancouver, British Columbia this
_____ day of _____, 2024.

**Grant Thornton Limited, in its capacity of
the Monitor of the Petitioners, and not in
its personal or corporate capacity**

Per:

Name:

Title:

Schedule A to Termination Certificate

List of Petitioners

Schedule D

Effective at the CCAA Termination Time, in addition to the protections in favour of the Monitor in any Order of this Court in the CCAA proceedings or the CCAA, the Monitor and the Petitioners, their respective counsel, and each of the Petitioners' officers, directors, partners, employees and agents, as applicable, (collectively, the "**Released Parties**") are hereby released and forever discharged from any and all liability that the Released Parties now or may hereafter have by reason of any act, omission, transaction, dealing or other occurrence in any way relating to arising out of, or in respect of these CCAA proceedings, including in carrying out any Monitor Incidental Matters, whether known or unknown, matured or unmatured, foreseen or unforeseen, relating to matters that were raised, or could have been raised, in the within proceedings, save and except for any gross negligence or wilful misconduct.