No. S-235084

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

FIRST REPORT TO THE COURT SUBMITTED BY GRANT THORNTON LIMITED IN ITS CAPACITY AS MONITOR

July 26, 2023

Grant Thornton Limited,
Monitor

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

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INTRODUCTION

1. On July 18, 2023, BRON Media Corp. and the petitioners listed at **Schedule "A"** (collectively, the "**BRON Group**" or the "**Petitioners**") made an application (the "**CCAA Application**") to commence proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). The Monitor (as defined below) understands that on July 18, 2023, major secured creditors of the BRON Group were served with the CCAA Application.

2. On July 19, 2023, the Honourable Justice Gomery of the Supreme Court of British Columbia (the "**Court**") issued an order (the "**Initial Order**"), a copy of which is attached hereto as **Appendix "1"**, which, among other things:

   a) declared that the CCAA applies to each of the Petitioners;

   b) ordered that until and including July 29, 2023 or such later date as this Court may order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal (each, a "**Proceeding**") against or in respect of the Petitioners or the Monitor, or affecting the Business of the Property (both as defined in the Initial Order), shall be commenced or continued except with the prior written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court. The aforementioned stay of Proceedings shall also extend to any and all of the property, assets, and undertaking of the Petitioners situate in the United States (the "**US**");

   c) ordered that during the Stay Period, no Person (as defined in the Initial Order) shall (a) commence a Proceeding or enforcement process, (b) terminate repudiate, make any demand, accelerate, alter, amend, declare in default, exercise any options, rights or remedies, or (c) discontinue, fail to honour, alter interfere with or cease to perform any obligation pursuant to or in respect of any agreement, lease, sublease, license or permit with respect to which any of the Non-Petitioner Entities listed at **Schedule "B"** are a party, borrower, principal obligor or guarantor except with the prior written consent of the Petitioners and the Monitor, or with leave of this Court;

   d) appointed Grant Thornton Limited ("**GTL**") as monitor of the Petitioners (the "**Monitor**");

e) approved the execution by the Petitioners of a debtor-in-possession term sheet (the "**DIP Term Sheet**") dated as of July 18, 2023 (and agreements as contemplated in the DIP Term Sheet (the "**DIP Definitive Documents**")) with Creative Wealth Media Lending LP 2016 (the "**Interim Lender**") pursuant to which the Interim Lender agreed to make available to the Petitioners a loan in an initial amount not to exceed $1,751,409 (the "**DIP Facility**"), and granted the Interim Lender a charge on the Property (subject to the Comerica Carve-Out, as defined below) up to a maximum of $1,751,409 (plus accrued and unpaid interest, fees and expenses) (the "**Interim Lender's Charge**") to secure amounts advanced under the DIP Facility. The Interim Lender is one of the secured creditors within the BRON Group;

f) granted a charge against the Property (subject to the Comerica Carve-Out (as defined below)) in an initial amount of $250,000 during the Stay Period, as security for the payment of the professional fees and disbursements of the Monitor, counsel to the Monitor, and counsel to the Petitioners (the "**Administration Charge**");

g) granted a charge against the Property (subject to the Comerica Carve-Out) in the initial amount of $250,000 during the Stay Period in favour of the directors and officers of the Petitioners (the '**Directors' Charge**");

h) on the consent of the beneficiaries of the Interim Lender's Charge, the Administration Charge, and the Directors' Charge (collectively, the "**Charges**"), directed that any of the Property in respect of which Comerica Bank has security (the "**Comerica Security**") would not be subject to the Charges (the "**Comerica Carve-Out**") without prejudice to the right of the beneficiaries of the Charges to later seek an order that the Charges attach to the Comerica Security (or other Property subject to Encumbrances (as defined below)) and rank in priority to, or subordinate to, the interests of Comerica Bank or other holders of Encumbrances; and

i) set down the comeback hearing for July 27, 2023, and July 28, 2023 (the "**Comeback Hearing**").

3. Upon a motion made by the Petitioners to the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "**US Court**"), the US Court issued an order dated July 20, 2023 which granted interim recognition of the Initial Order in the US (the "**US Interim Recognition Order**"). A copy of the US Interim Recognition Order is attached hereto as **Appendix "2"**.

4. A further hearing before the US Court has been scheduled on the afternoon of July 28, 2023, for interim recognition in the US of the Amended and Restated Initial Order (the "**ARIO**") should the Court grant the ARIO following the Comeback Hearing.

5. A hearing before the US Court has been scheduled on August 14, 2023 to determine whether a final Chapter 15 recognition order should be granted. Such hearing follows a 21-day period for objections by interested parties.

PURPOSE OF THE FIRST REPORT

6. The purpose of this first report of the Monitor (the "**First Report**") is to update the Court on the Monitor's duties as set out in section 23(1)(a) of the CCAA and to provide the reasons why the Monitor supports the Petitioners' request for the ARIO and ancillary order (the "**SISP Order**"), among other things:

   a) extending the Stay Period to October 18, 2023;

   b) approving the Petitioners' proposed sale and investment solicitation process ("**SISP**");

   c) approving a Key Employee Retention Plan ("**KERP**") and an associated priority charge securing the Petitioners' obligations under the KERP (the "**KERP Charge**");

   d) increasing the amounts which may be borrowed by the Petitioners under the DIP Term Sheet and DIP Definitive Documents to $6,200,000, which, together with the other obligations of the Petitioners under the DIP Term Sheet and DIP Definitive Documents will be secured by the Interim Lender's Charge;

   e) increasing the amount of the Directors' Charge to CAD$742,000;

   f) increasing the amount of the Administration Charge to $500,000 and permitting such charge to rank in priority to any encumbrance held by Comerica Bank over the assets of the Petitioners (in addition to the Administration Charge's current first-priority standing against all other assets of the Petitioners);

   g) allowing the Charges other than the Administration Charge to rank subordinate to any encumbrance held by Comerica Bank over the assets of the Petitioners; and

   h) authorizing the Petitioners, with the consent of the Monitor and the Interim Lender, to undertake and complete the sale of asset(s) for consideration of up to $1 million without court approval, and in excess of $1 million with court approval.

7. The Monitor notes that notwithstanding the increase in the Directors' Charge, a Directors' and Officers' liability insurance policy continues to be in place.

TERMS OF REFERENCE

8. In preparing this First Report, the Monitor has relied upon the Petitioners' unaudited financial information, certain other financial information and financial projections of the Petitioners, and discussions with the Petitioners' management ("**Management**") (collectively, the "**Information**"). GTL has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information relied upon to prepare this First Report in a manner that would comply with Canadian Accounting Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook, and, accordingly, GTL expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the Information should perform its own diligence.

9. Some of the information used in preparing this First Report consists of forward-looking information. The Monitor cautions that such forward looking information is based upon the Petitioners' assumptions about future events and conditions that are not ascertainable. The Petitioners' actual results with respect to the forward-looking information and the variations thereof could be significant. GTL expresses no opinion or other form of assurance on whether forward-looking information will be achieved.

10. During the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by the Petitioners and its Management, within the context in which such Information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that Management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this First Report is based solely on the Information (financial or otherwise) made available to the Monitor by the Petitioners and its Management.

11. This First Report has been prepared for the use of this Court and the Petitioners' stakeholders and to assist the Court in determining whether to grant the relief sought by the Petitioners. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Monitor will not assume responsibility or liability

for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.

12. Unless otherwise stated, all monetary amounts contained herein are expressed in US Dollars. Capitalized terms not otherwise defined herein have the meaning given to them in the First Gilbert Affidavit.

CORPORATE STRUCTURE

13. The corporate structure of the Petitioners is complex and is attached hereto as **Appendix "3"** which includes some 26 principal companies. Each of the WIP Projects and Investments (both as defined below) is noted on the corporate structure.

14. As noted in paragraph 64 off the First Gilbert Affidavit, generally a holding company ("**HoldCo"**) and a production company ("**ProdCo**") are established for each live action film. The First Gilbert Affidavit describes this process as follows:

> [o]rdinarily, the HoldCo owns the IP and enters into production loans and distribution agreements for the exploitation of the applicable project. The ProdCo is customarily formed in the jurisdiction where production will occur primarily for tax purposes. In certain cases, post-production occurs in the jurisdiction that is different from the where production occurs. In those cases, the Company may form another ProdCo in the post-production jurisdiction.

15. The corporate structure lists "boxes" for the HoldCos and ProdCos in Canada, the US and the UK, where the live action and digital production work-in-process (the "**WIP Projects**") are situate and are described in greater detail in the next section. If these HoldCos and ProdCos are taken into account, there are over 100 entities in the BRON Group.

16. Although the Petitioners sought and obtained the US Interim Recognition Order, the Petitioners are currently assessing whether or not to seek a similar recognition order in the United Kingdom (the "**UK**"), based on an assessment of value of such WIP Projects in the UK.

OVERVIEW OF ASSETS AND LIABILITIES

17. Due to the complexity of the BRON Group, the Monitor continues to work with the Petitioners to obtain balance sheets for the entities within the BRON Group in order to obtain a greater understanding of all assets and liabilities.

18. That said, at this time, the Monitor understands that the principal assets of the Petitioners are composed of its projects and Investments.

Projects

19. The Petitioners projects have been grouped as follows, with more detail on each below:

a) WIP Projects yet to be sold;
b) Creative projects;
c) BRON Group's existing library of titles; and
d) Intellectual property of BRON Digital USA, LLC ("**Digital**").

The foregoing projects are described below.

a) WIP Projects

20. The following are the current WIP Projects, along with approximate costs incurred to date:

Production	Financing Received to Date
Digital	
Gossamer	$13,522,725
Fables the Bear	14,054,965
Hoods	8,298,251
Live Action	
Americana	10,500,000
Solitary	11,310,249
Nicki	8,709,447
Playground	5,078,970
Pathway - S1	5,417,252
Pathway - S2	748,131
Ten Percent	27,209,246
Once Upon a Time in Oakland	596,585
Blockwood	0
Total	**$105,445,821**

21. The Monitor understands that the foregoing projects, based in Canada or the US, with Ten Percent based in the UK, are in varying stages of production and post-production. The rights to three television series/shows and one live action movie are also based in the UK.

22. Management provided the Monitor with a summary of tax credit receivables on 7 projects totaling approximately $8.5 million. The Monitor understands that all tax credits are borrowed against by the relevant production company and that the tax credits have been assigned to a secured lender. The Monitor continues to review the tax credit situation.

b) Creative Projects

23. The Monitor understands that the creative projects primarily reside in BRON Creative USA Corp. ("**Creative**"). Along with its subsidiaries, Creative participated in a number of projects with certain major entertainment companies. However, Creative is the subject of litigation which has been stayed as a result of the Initial Order.

c) Existing Library

24. The BRON Group has a library of titles from which it receives passive royalties over time. Revenues from the existing library are not expected to be material.

d) Digital IP

25. The Monitor understands that Digital has proprietary code (the "**Digital IP**") relating to its use of the Epic Games, Inc.'s software, the Unreal Engine. A significant investment has been made to date in developing the Digital IP but it is not at the stage of marketability.

Investments

26. The Monitor understands that essentially all of the following investments (the "**Investments**") are in third party private companies, listed with the BRON Group entity holding such investment and Management's cost estimate of the holdings in each entity as of May 2023:

Company	Ownership %	Cost Estimate ($)
Bron Ventures 1 LLC		
Media Res	23.0%	$7,400,000
Picturestart	5.0%	6,000,000
EMJAG	25.0%	3,000,000
VideoShop	1.6%	1,000,000
Bron Ventures 1 (Canada) Corp.		
Epic Story Media	25.0%	1,250,000
Bron Studios USA Inc. (Note 7)		
Mad Solar	33.3%	5,000,000
Blackhand Media	50.0%	2,000,000
Little Lamb	5.0%	1,000,000
Bron Media Holdings USA Corp.		
Subnation	5.0%	1,425,000
Total		**$28,075,000**

27. Paragraphs 94 and 95 of the First Gilbert Affidavit state that, as at March 31, 2023, the assets and liabilities of the BRON Group were, respectively, $148 million and $419.3 million. Secured creditors of the BRON Group (aside from amounts owing to Canada Revenue Agency for source deductions) were listed in paragraphs 99 and 127 of the First Gilbert Affidavit (and discussed in detail in the First Gilbert Affidavit). The BRON Group's primary secured creditors and the approximate amounts owing to such secured creditors, according to the First Gilbert Affidavit, include the following:

a) Creative Wealth Media ($317.1 million);

b) Creative Wealth Media Lending LP 2016 ($47.4 million);

c) Creative Wealth Media Finance Corp. ($2.7 million);

d) Access Road Capital, LLC ($12.0 million); and

e) Comerica Bank ($4.1 million).

28. The foregoing Creative Wealth companies are also owed $73.1 million on an unsecured basis. The Petitioners' unsecured liabilities include approximately 15 separate actions to which certain of the Petitioners are parties, as noted in the second affidavit of Aaron Gilbert sworn July 25, 2023 (the "**Second Gilbert Affidavit**") filed in support of the proposed ARIO.

29. Although the Monitor will continue its review of the assets (including accounts receivable, prepaids, fixed assets and intellectual property) and liabilities of the BRON Group and will provide the results of its review in a future report to the Court, GTL, in advising the Petitioners prior to these CCAA Proceedings, conducted a high-level review of the WIP Projects and Investments. Such review entailed discussions with Management as well as discussions with principals (the "**Principals**") of certain of the Investment companies. Although a formal valuation was not completed by GTL, the Principals were generally positive about their companies and were committed to providing a return at or in excess of the Petitioners' initial investment in the Investments. In terms of the WIP Projects, Management felt positive that returns would be realized, particularly with the strikes of the Writers Guild of America and the Screen Actors Guild and the American Federation of Television and Radio Artists. The Monitor cautions, however, that it is not confirming or validating in any way, the market value or range of values of the WIP Projects and Investments as they are currently recorded in the books and records of the

Petitioners. Such values or range of values will only be determined by conducting the SISP.

MONITOR'S DUTIES UNDER SECTION 23(1)(A) OF THE CCAA AND INITIAL ACTIVITIES OF THE MONITOR

30. Following the issuance of the Initial Order, the Monitor took the following steps:

a) The Monitor's case website (www.grantthornton.ca/BronMedia) was activated where the following CCAA materials were posted:

   i. Notice of Hearing dated July 18, 2023.

   ii. Petition to the Court dated July 18, 2023.

   iii. Affidavit of A. Gilbert dated July 18, 2023.

   iv. Proposed Monitor's Pre-Filing Report dated July 18, 2023 (the "**Pre-Filing Report**").

   v. Initial Order dated July 19, 2023.

   vi. Motion for Provisional Relief dated July 19, 2023 (US).

   vii. Order Granting Debtor's Motion for Emergency Hearing dated July 19, 2023 (US).

   viii. Scheduling Motion on Petition and Specifying Manner of Service dated July 19, 2023 (US).

   ix. Order Granting Provisional Relief and Continuing Hearing (US).

   x. Notice to Creditors dated July 19, 2023.

   xi. List of Creditors dated July 19, 2023 to include names, addresses and estimated amounts owing.

   xii. E-Service List as at July 25, 2023 and contact information for the E-Service List Keeper.

b) The Monitor established the following email account and toll-free number, Bron.Media@ca.gt.com and 1-866-481-9215, respectively, which are monitored by the Monitor. To date, enquiries have been minimal.

c) The Monitor arranged for newspaper notices pertaining to these CCAA Proceedings, copies of which are attached hereto as **"Appendix 4"**, which were published in The Globe and Mail on July 24, 2023 and will be published on July 31, 2023 and which were published in the Vancouver Sun on July 21, 2023.

d) The Monitor also arranged for the notice to creditors, a copy of which is attached hereto as **"Appendix 5"**, to be mailed on July 20, 2023 to those creditors with amounts owing of more than $1,000. A list of creditors (whose claims are expressed in several different currencies), which has been posted to the case website, is also included in Appendix 5.

31. All notice requirements pursuant to sections 23(1)(a)(i) and 23(1)(a)(ii) of the CCAA have been complied with, including the filing of the required forms with the Office of the Superintendent of Bankruptcy.

32. On July 19, 2023, representatives from the Monitor attended a conference call with Management to discuss the initial communication of these CCAA Proceedings. The Monitor provided a draft communications package to Management. Management has been leading communications with the Petitioners' employees (both active and furloughed (in the US)) itself. There were approximately 36 active employees (including one contractor and one full-time fixed-term employee), 19 furloughed/temporarily laid off staff, and 50 terminated employees as at July 19, 2023. After the Initial Order was issued on July 19, 2023, the Petitioners recalled 19 employees who were on furlough/temporary layoff. As of July 20, 2023, the Petitioners had approximately 55 active employees (including one contractor and one full-time fixed-term employee), no furloughed/temporarily laid off staff, and 50 terminated employees.

33. Management also drafted a notice letter which was approved by the Monitor. This notice letter was released to key stakeholders and business partners on July 19, 2023, after the issuance of the Initial Order.

34. The Monitor has also assisted Management in its communication with key suppliers. As of July 21, 2023, the Monitor is not aware of any payments to critical suppliers, other than a payment of approximately $13,000 on account of benefits payments.

35. The Monitor continues to engage with Management on various matters such as establishing a protocol for the monitoring of cash in accordance with the Cash Flow

Forecast (as defined below). The Monitor will update this Honourable Court accordingly as these CCAA Proceedings progress.

EXTENSION OF THE STAY PERIOD

36. The Petitioners wish to implement a SISP and conclude same before the end of the 13-week cash flow period (defined in the Pre-Filing Report as the "**Cash Flow Forecast**"), that being October 18, 2023.

37. Due to the status of the WIP Projects and the Investments, no income is expected to be realized during the period of the Cash Flow Forecast. All expenses, including professional fees related to the CCAA Proceedings, are expected to be funded by the Interim Lender to a maximum of $6,200,000 should this Honourable Court grant the relief being requested pursuant to the proposed ARIO and noted in this First Report.

38. Operations of the Petitioners will be minimal during the Cash Flow Forecast period, which includes some work relating to the Petitioners' existing projects but no work relating to the digital side of the organization.

39. In light of the foregoing, the Petitioners seek the approval of this Honourable Court that the Stay Period be extended to October 18, 2023. The Monitor supports this request. The Monitor also understands that the Interim Lender supports this request.

PROPOSED SALE AND INVESTMENT SOLICITATION PROCESS

40. The Petitioners require liquidity to not only complete the WIP Projects (and to take on new live action projects) but to also continue the development and commercialization of their digital business. The Monitor understands that significant time and money have been invested to date in this digital business, including product development. The Petitioners believe that a SISP is the preferred method to accomplish the foregoing objectives and/or otherwise maximize value for the Petitioners' stakeholders within the time period of the Cash Flow Forecast.

41. The Monitor notes that the DIP Term Sheet contains a condition that in order for a third advance from the DIP Facility to occur, "[t]he Court shall have issued an order…approving a sales and investment solicitation process…on or before July 29, 2023, relating to the sale of all or substantially all of the assets of the Borrowers… in a form and substance

satisfactory to the DIP Lender in its sole discretion". The Borrowers are defined as the Petitioners in the DIP Term Sheet.

42. The Proposed SISP was developed in conjunction with Management and will be executed by the Monitor within the time period provided for in the Cash Flow Forecast. The purpose of the SISP is to solicit interest in one or more or any combination of (1) 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 (2) a sale of all, substantially all or one or more components of the Petitioners' assets.

43. The Proposed SISP was also discussed with the Interim Lender who agreed with the framework and timelines presented below.

44. The following timetable ensures the timeline coincides with the Cash Flow Forecast. The Petitioners may terminate the SISP at any time but only with the prior written approval of the Monitor and the Interim Lender.

Milestone	**Date**
Distribution of a notice regarding the SISP	By no later than 5:00 p.m. (Pacific Daylight Time) on August 1, 2023
Distribution of the Teaser Letter and Confidentiality Agreement (each as defined below)	By no later than 5:00 p.m. (Pacific Daylight Time) on August 1, 2023
Preparation of Confidential Information Memorandum and Virtual Data Room to be accessed by Potential Bidders (as defined below)	By no later than 5:00 p.m. (Pacific Daylight Time) on August 7, 2023
LOI Submission Deadline	By no later than 5:00 p.m. (Pacific Daylight Time) on August 28, 2023
Final Bid Submission Deadline	By no later than 5:00 p.m. (Pacific Daylight Time) on September 8, 2023
Approval Order (as defined below)	As soon as practical after selection of Winning Bid(s) and the execution of the Final

	Agreement (both as defined below)
Closing Date(s)	As soon as practical after receipt of Approval Order

45. The terms of the proposed SISP contemplate that the Interim Lender or other secured creditors of the Petitioners (each, a "**Secured Party**") may submit an LOI and Final Bid in the SISP.

46. The SISP also permits each Secured Party to make a credit bid. However, any credit bid can only include assets over which the Secured Party has security and, to the extent that there are prior-ranking Secured Parties with an interest in those assets, the credit bid must include sufficient cash consideration to repay such prior-ranking secured creditor(s). If a Secured Party wishes to make a bid for assets that are not part of the Secured Party's security, the bid must provide for cash consideration for those assets (or an allocation of cash consideration to those assets in the case of an *en bloc* bid).

47. To protect the integrity of the bidding process, any Secured Party (including the Interim Lender) that submits an LOI will not be able to review or learn the terms of the LOIs of other bidders. Similarly, any Secured Party that submits a Final Bid will not be entitled to review or learn the terms of the other Final Bids.

48. The Monitor may put in place other protective measures to ensure that no party has an unfair advantage in the SISP, including by limiting access to information about other bidders and bids.

49. The Monitor is of the view that the proposed SISP is appropriate in the circumstances and provides wide exposure and flexibility to the Monitor to solicit the market for the various restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Petitioners or a sale of all or substantially all of the Petitioners' assets. A detailed copy of the SISP procedures is attached hereto as **Appendix "6"**. Equally, the Monitor is of the view that the terms of the proposed SISP Order are appropriate in the circumstances. The Monitor also understands that the Interim Lender supports the proposed SISP.

SALE OF ASSETS OUTSIDE SISP

50. As part of the relief being sought at the Comeback Hearing, the proposed ARIO also contains an additional power to allow the sale of assets of the Petitioners.

51. In the ordinary course of their business, the Petitioners sell or licence their productions to studios, broadcasters, or other content distributors and thereby generate revenue to repay expenses/investments in the productions and potentially generate profit.

52. Management has advised the Monitor that a number of WIP Projects or Investments might be able to be sold in the short-term outside the SISP process. Management's view was that a potential purchaser might wish to acquire one or several WIP Projects or Investments without wishing to make a broader bid in the SISP process or to delay the acquisition of such assets until late September 2023 when the SISP process (if approved by the court) is scheduled to conclude.

53. Further, in the current environment where many writers and actors are on strike and much production of new content has been suspended, there is demand in the market for content that is complete or nearly complete and which can be released, broadcast, or otherwise exhibited in the near future while the disruption associated with the strike persists.

54. Accordingly, the proposed ARIO contains a provision that will permit the sale of assets of the Petitioners, with the consent of the Monitor and the Interim Lender,

    a) without court approval if the purchase price is $1 million or less; and

    b) with court approval if the purchase price is in excess of $1 million.

55. Given the proposed safeguards built into this provision (namely, the requirement of consent of the Monitor and the Interim Lender for all transactions and court approval where the purchase price is in excess of $1 million) and the potential benefit to the Petitioners from being able to monetize their assets in the short-term, the Monitor supports the inclusion of this relief in the ARIO. The Monitor also understands that the Interim Lender supports such relief.

PROPOSED KEY EMPLOYEE RETENTION PLAN

56. As mentioned in the Pre-Filing Report, the Cash Flow Forecast contemplated paying 10 key employees a KERP totaling $234,425 (the "**KERP**"). After the issuance of the Pre-Filing Report, Management further considered individuals who should be subject to the

KERP and expanded the list from 10 employees to 13 employees (the "**Key Employees**"), while maintaining the same total KERP amount, as noted in the Cash Flow Forecast.

57. Apart from 3 "C-Level" employees who would receive KERP amounts on the basis of one-third being paid upon the Court approving the KERP and two-thirds being paid upon termination of the CCAA Proceedings, the remaining employees would receive KERP amounts on the basis of one-third being paid upon the Court approving the KERP, one-third being paid in week 7 of the Cash Flow Forecast and one-third being paid upon termination of the CCAA Proceedings.

58. The Monitor is supportive of the KERP and the corresponding KERP Charge for the following reasons:

a) the number of Key Employees is proportionately reasonable to the size and nature of the business;

b) the amounts being paid to the Key Employees appear reasonable both on an individual basis relative to each Key Employee's usual salary as well as in aggregate;

c) the Key Employees have specialized expertise and familiarity with the business and are critical to maintain the Petitioners' continued operations and to support the Monitor in gathering information and responding to bidder inquiries for the successful conduct of the SISP, which should assist to reduce professional fees;

d) identifying replacement employees with the requisite sector experience and knowledge of the underlying business and projects is not practical in the circumstances;

e) the Monitor has compared the proposed KERP with those in other recent restructuring proceedings under the CCAA and the *Bankruptcy and Insolvency Act*, and is satisfied that the quantum of the KERP payments and the terms of the KERP are commercially reasonable and are not "off-market" in the circumstances; and

f) the KERP has been approved by the Interim Lender.

INCREASING THE AMOUNTS TO BE BORROWED UNDER THE DIP TERM SHEET

59. The Monitor understands that, prior to the Initial Order being issued on July 19, 2023, the Petitioners had been actively engaging potential lenders for the purpose of securing urgent interim financing. Discussions took place between the Petitioners and a number of parties.

In early June 2023, the Petitioners engaged in discussions with a syndicate of New York-based investment banking firms. The Petitioners engaged extensively with a representative of this syndicate and provided significant information on the Petitioners' business and working capital needs. In June 2023, a term sheet was exchanged with this syndicate. Negotiations around a potential DIP loan spanned several weeks. The Monitor understands that, unfortunately, following extensive discussions, this party did not make a formal binding offer or commitment to fund and the Petitioners.

60. Prior to the Filing Date, the Petitioners engaged with an entity affiliated with Access Road, LLC ("**Access Road**"), one of the Petitioners' existing secured creditors, regarding the terms of potential interim financing. As reported in the First Gilbert Affidavit, Access Road commenced receivership proceedings in respect of the Petitioners due to amounts outstanding under a secured loan facility provided to the Petitioners. A number of discussions took place over several weeks but a formal binding term sheet was not presented.

61. Despite the aforementioned efforts, the Petitioners were unable to source alternative financing on more competitive terms, or indeed any other terms, other than the DIP Term Sheet. The Interim Lender had a right of first refusal in respect of any proposal received from a third party to provide interim financing, but as no other binding commitment to fund was received by or presented to the Petitioners or the Interim Lender, and thus the right of first refusal was never engaged.

62. The Petitioners advise that the Cash Flow Forecast has not changed since the date of the Pre-Filing Report and nothing has come to the attention of the Monitor that indicates that the Cash Flow Forecast requires any changes at this time.

63. The Cash Flow Forecast indicates the need to receive funding under the DIP Definitive Documents after the initial $665,851 was received. The Monitor notes that the Petitioners received $655,000 from the Interim Lender on July 20, 2023, and a further $1,086,409 on July 24, 2023.

64. The Petitioners, with the support of the Monitor, seek approval of the Court to increase the amounts which may be borrowed by the Petitioners under the DIP Term Sheet to $6,200,000, which, together with the other obligations of the Petitioners under the Definitive Documents will be secured by the Interim Lender's Charge. Such increase will

provide the Petitioners with sufficient liquidity to the end of the extension of the Stay Period.

65. The Interim Lender's Charge ranks in priority to, among others, the following secured creditors of the Petitioners (as described in detail in the First Gilbert Affidavit):

Secured Creditor	Amount ($)
	$317.1 million
Creative Wealth Media	47.4 million
Creative Wealth Media Lending LP 2016	2.7 million
Creative Wealth Media Finance Corp.	12.0 million
Access Road Capital, LLC	

66. However, as noted above, because of the Comerica Carve-Out in the Initial Order, the Interim Lender's Charge does not currently encumber the Comerica Security.

67. The First Gilbert Affidavit describes in detail the nature of the indebtedness owing to each of the aforementioned secured creditors, as well as the security provided by the Petitioners.

68. Canada Revenue Agency is owed approximately $665,851 in relation to deductions at source and represents a deemed trust which is also provided for in the Cash Flow Forecast. No GST or provincial sales tax is owing as revenue earned is from a foreign entity. As of the time of this First Report, the Company has not paid any amount in relation to the deductions at source, however, the Monitor understands that the full amount is expected to be paid on July 26, 2023.

69. The Monitor is not aware that any of the above-noted secured creditors oppose the increase in the Interim Lender's Charge.

INCREASING THE AMOUNT OF THE ADMINISTRATION CHARGE

70. The Initial Order provided for the following three Charges that rank as follows:

(a) first – the Administration Charge;

(b) second – the Interim Lender's Charge; and,

(c) third – the Directors' Charge.

Subject to the Comerica Carve-Out, these Charges rank ahead of all security, interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (the "**Encumbrances**") in favour of any Person.

71. The amount of the Administration Charge contained in the Initial Order was commensurate with the fees and disbursements of the Monitor, the Monitor's Counsel and the Petitioners' counsel incurred and to be incurred during the Stay Period.

72. If the Court approves the extension of the Stay Period to October 18, 2023, the fees and disbursements currently covered under the Administration Charge will increase. Accordingly, the Petitioners, with the support of the Monitor, seek approval of the Court to increase the amount of the Administration Charge to $500,000.

INCREASING THE AMOUNT OF THE DIRECTORS' CHARGE

73. The Initial Order granted a Directors' Charge of $250,000 in favour of the directors and officers of the Petitioners. The Monitor remains of the view that the continued support and service of the directors and officers during the CCAA Proceedings would be beneficial to the Petitioners' efforts to preserve value and maximize recoveries for stakeholders. As mentioned in the Pre-Filing Report, the directors and officers of the Petitioners advised that they would not continue to serve unless the Directors' Charge was granted.

74. The quantum of the Directors' Charge in the Initial Order was based on estimated amounts for which the directors and officers could potentially have statutory personal liability during the first pay period within the CCAA Proceedings being wages, salaries and applicable withholdings, benefits and accrued vacation pay.

75. The Petitioners are requesting an increase to the Directors' Charge from USD$250,000 to a maximum amount of CAD$742,000, which represents estimated exposure for deductions at source as well as employee wages for two pay periods.

76. The Monitor notes that the directors and officers will only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any existing insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the directors and officers are entitled to be indemnified pursuant to the provisions of the proposed ARIO.

77. The Monitor and the Interim Lender support the increase in the Directors' Charge to CAD$742,000.

AMENDMENT OF THE COMERICA CARVE-OUT

78. As noted above, the Charges currently do not attach to the Comerica Security but any of the beneficiaries of the Charges is entitled to extend one or more of the Charges to the Comerica Security on a priority or subordinated basis.

79. At the Comeback Hearing, the Petitioners seek to extend the Administration Charge, the Interim Lender's Charge, the Directors' Charge and the KERP Charge so that they attach to the Comerica Security as well, with the following priorities:

    a) the Administration Charge: in priority to the Comerica Security; and

    b) the Interim Lender's Charge, the Directors' Charge and the KERP Charge: subordinate to the Comerica Security.

80. The Monitor supports this request. In CCAA proceedings, it is customary to have the main Charges, including the Administration Charge, attach to all Property of the Petitioners. The work performed by the professionals that benefit from the Administration Charge is essential to a successful restructuring proceeding and such proceeding could not occur without the work of such professionals.

81. The Petitioners are a complex web of companies straddling two main business areas (live action and digital) with operations in at least three countries. There are multiple secured creditors that have obtained security on differing entities within the corporate group to secure a variety of credit facilities. The CCAA Proceedings are intended to generate value for secured creditors and other stakeholders through the SISP (if approved by the Court). Conducting the CCAA Proceedings and running the SISP requires work by insolvency professionals. The alternative to the CCAA Proceedings would be one or more receiverships (in which the professionals would likely seek an Administration Charge) or bankruptcies, either of which outcome risks a sale of assets at forced liquidation value. The prospect of multiple receiverships or bankruptcy proceedings across multiple jurisdictions also creates a strong possibility that professional costs will be higher in aggregate.

82. The Petitioners' request that the Administration Charge take priority over the Comerica Security (and which charge already has priority over the other assets of the Petitioners) is consistent with the normal practice in CCAA matters and is intended to mitigate the financial risk to professionals who are being asked to assist with the restructuring.

83. The estimated fees of the professionals that are secured by the Administration Charge have been budgeted for the 13-week period of the Cash Flow Forecast that ends on October 18, 2023. The amount of the advances by the Interim Lender under the DIP Facility (in the event that the increased amount of the DIP Facility is approved by the Court) include the budgeted fees of the professionals. There will only be recourse to the Administration Charge if professionals cannot receive payment out of the DIP Facility. Therefore, it is far from certain that there will be any need for the professionals to resort to the Administration Charge. However, if such recourse is ultimately necessary, the Monitor supports an Administration Charge that is secured by, and has priority over, all assets of the Petitioners, including the Comerica Security.

CONCLUSION

84. Since the date of the Pre-Filing Report, the Monitor is of the opinion that the Petitioners have acted and continued to act in good faith and with due diligence in respect of exploring various options which would enable them to restructure their business and operations, including by way of one or more Court-approved sale transactions.

85. As at the date of this First Report, nothing has come to the attention of Monitor that would require the Monitor to report that a material adverse change has occurred or that these CCAA Proceedings should be changed to proceedings under the *Bankruptcy and Insolvency Act*, pursuant to sections 23(1)(d)(i) and 23(1)(h) of the CCAA, respectively.

86. For the reasons set out in this First Report, the Monitor is of the view that the relief requested by the Petitioners is reasonable and respectfully recommends that this Court make the proposed ARIO and SISP Order granting the Petitioners' requested relief.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 26th day of July 2023.

GRANT THORNTON LIMITED,
SOLELY IN ITS CAPACITY AS MONITOR OF THE PETITIONERS
AND NOT IN ITS CORPORATE OR PERSONAL CAPACITY

Per: ______________________________
Mark Wentzell, CPA, CA, CIRP, LIT
Senior Vice-President

Schedule "A"

Petitioners

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

Schedule “B”

Non-Petitioner Entities

Schedule "B"

Non-Petitioner Entities

BRON Studios UK Ltd.
BRON Releasing UK Ltd.
CMA Productions UK Ltd.
In Good Company Holdings Ltd.
Kid Unknown Holdings Ltd (fka Hunaman Holdings Ltd.)
Neon Club Productions, Ltd.
Shadowplay Series Holdings UK Limited
TDBB Holdings UK Ltd.
Townsend Series Holdings UK Ltd.
Townsend Series Holdings UK Ltd.
Townsend Series Productions UK Ltd. (Grey Door Film Productions Ltd)
Front Runner Productions, Inc.
BRON Creative MG1, LLC
BRON Creative WB 1, LLC
BRON Labs LLC
A Single Shot Movie, LLLP
Blackhand Developments Inc.
Blackhand Pictures, LLC
BRON Next Film Production, LLC (BRON Life, LLC)
BRON Pictures Holdings, LLC
BRON Subnation Slate 1, LLC
Rideg Film Holdings, LLC
Brown Amy, LLC
Driftless Area, LLC
Drunk Parents Production Services Inc.
Erostratus LA, LLC
Erostratus, LLC
Fonzo Production Services Inc.
Fonzo, LLC
Front Runner, LLC
Green Moon Inc.

Appendix "1"

Initial Order dated July 19, 2023

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

O R D E R MADE AFTER APPLICATION

BEFORE THE HONOURABLE	)	
	)	19/07/2023
JUSTICE GOMERY	)	

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 19th day of July, 2023 (the "**Order Date**"); AND ON HEARING Asim Iqbal and Bryan Hicks, counsel for the Petitioners and those other counsel listed on Schedule "C" hereto; AND UPON READING the material filed, including the First Affidavit of Aaron Gilbert sworn July 18, 2023 (the "**Gilbert Affidavit**") and the consent of Grant Thornton Limited to act as Monitor (in such capacity, the "**Monitor**");

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

THIS COURT ORDERS AND DECLARES THAT:

JURISDICTION

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

SUBSEQUENT HEARING DATE

2. The hearing of the Petitioners' application for an extension of the Stay Period (as defined in paragraph 15 of this Order) and for any ancillary relief shall be held at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 9:00 a.m. on Thursday, the 27th day of July, 2023 for one hour and continuing at 9:00 a.m. on Friday, the 28th day of July, 2023 for one hour, or such other date as this Court may order.

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

CASH MANAGEMENT SYSTEM

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

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

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

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

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

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

(iii) any related corporate matters; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRUCTURING

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

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

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

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

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

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

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

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

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

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

15. Until and including July 29, 2023, or such later date as this Court may order (the "**Stay Period**"), no action, suit or proceeding in any court or tribunal (each, a "**Proceeding**") against or in respect of the Petitioners or the Monitor, or affecting the Business or the Property, shall be commenced or continued except with the prior written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

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

17. Nothing in this Order, including paragraphs 15 and 16, shall: (i) empower the Petitioners to carry on any business which the Petitioners are not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a mortgage, charge or security interest (subject to the provisions of Section 39 of the CCAA relating to the priority of statutory Crown securities); or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further step shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Petitioners.

STAY IN RESPECT OF THE NON-PETITIONER ENTITIES

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

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

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

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

(c) the stay of proceedings granted pursuant to this paragraph 18;

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

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

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

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

24. The directors and officers of the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of USD $250,000, as security for the indemnity provided in paragraph 22 of this Order. The Directors' Charge shall have the priority set out in paragraphs 41 and 43 herein.

25. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Petitioners' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 23 of this Order.

APPOINTMENT OF MONITOR

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

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

(a) monitor the Petitioners' receipts and disbursements;

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

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

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

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

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

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

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

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

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

28. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Monitor being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

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

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

31. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the rights and protections afforded the Monitor by the CCAA or any applicable legislation.

32. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the

Petitioners as part of the cost of these proceedings. The Petitioners are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Petitioners on a periodic basis and, in addition, the Petitioners are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Petitioners, retainers in the amount[s] of $50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

ADMINISTRATION CHARGE

34. The Monitor, counsel to the Monitor, if any, and counsel to the Petitioners shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of USD $250,000, as security for their respective fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order which are related to the Petitioners' restructuring. The Administration Charge shall have the priority set out in paragraphs 41 and 43 hereof.

INTERIM FINANCING

35. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility (the "**DIP Facility**") from Creative Wealth Media Lending LP 2016 (the "**Interim Lender**") in order to finance the continuation of the Business and preservation of the Property, all in accordance with the DIP Term Sheet and the Definitive Documents, provided that borrowings under the DIP Facility shall not exceed the aggregate principal amount of USD $1,751,409 unless permitted by further Order of this Court.

36. The DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Petitioners and the Interim Lender dated as of July 18, 2023 (the "**DIP Term Sheet**"), filed.

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

38. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property up to the maximum amount of USD $1,751,409. (plus accrued and unpaid interest, fees and expenses) to secure amounts advanced under the DIP Facility. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 41 and 43 hereof.

39. Notwithstanding any other provision of this Order:

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

(b) upon the occurrence and during the continuance of an Event of Default (as defined in the DIP Term Sheet), whether or not there is availability under the DIP Facility and notwithstanding any stay imposed under this Order: (i) without any notice to the Petitioners, the Petitioners shall have no right to receive any additional advances thereunder or other accommodation of credit from the Interim Lender except in the sole discretion of the Interim Lender; and (ii) the

Interim Lender may immediately terminate the DIP Facility and demand immediate payment of all obligations owing thereunder by providing such notice and demand to the Petitioners, with a copy to the Monitor;

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

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

41. The priorities of the Administration Charge, the Directors' Charge and the Interim Lender's Charge (collectively, the "Charges", as among them, shall be as follows:

First – Administration Charge (to the maximum amount of USD $250,000);

Second – Interim Lender's Charge (to the maximum amount of USD $1,751,409.00 plus accrued and unpaid interest, fees and expenses);

Third – Directors' Charge (to the maximum amount of USD $250,000).

42. Any security documentation evidencing, or the filing, registration or perfection of, the Charges shall not be required, and that the Charges shall be effective as against the Property and

shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered or perfected subsequent to the Charges coming into existence, notwithstanding any failure to file, register or perfect any such Charges.

43. Each of the Charges shall constitute a mortgage, hypothec, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA. Notwithstanding the foregoing or any other provision of this Order, the Charges shall not constitute an Encumbrance on any Property subject to an Encumbrance in favour of Comerica Bank; provided, however, that such exception shall be without prejudice to the ability of the Petitioners and the beneficiaries of the Charges to seek priority of the Charges ahead of or subordinate to additional Encumbrances on notice to those Persons likely to be affected by such Charge, including, without limitation, Comerica Bank.

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

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

lease, mortgage, security agreement, debenture, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Petitioners; and notwithstanding any provision to the contrary in any Agreement:

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

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

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

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

SERVICE AND NOTICE

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

prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

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

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

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

51. Notwithstanding paragraphs 48 and 50 of this Order, service of the Petition, the Notice of Hearing of Petition, any affidavits filed in support of the Petition and this Order shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, and regulations thereto, in respect of the Federal Crown, and the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, in respect of the British Columbia Crown.

FOREIGN PROCEEDINGS

52. BRON Media Corp., or any of the Petitioners, are hereby authorized and empowered to act as the foreign representative (as applicable, the "**Foreign Representative**") in respect of

these proceedings of the purpose of having these proceedings recognized in a foreign jurisdiction.

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

GENERAL

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

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

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

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

58. Leave is hereby granted to hear any application in these proceedings on two (2) clear days' notice after delivery to all parties on the Service List of such Notice of Application and all affidavits in support, subject to the Court in its discretion further abridging or extending the time for service.

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

60. Eendorsement of this Order by counsel appearing on this application is hereby dispensed with.

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

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

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

Signature of
☐ Party ☑ Lawyer for the Petitioners

Asim Iqbal

Bryan Hicks

BY THE COURT

REGISTRAR

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.
DATED: JUL 19 2023

Authorized Signing Officer

Taranjeet Kaur

form CHECKED

Appendix "2"

US Interim Recognition Order dated July 20, 2023

IT IS ORDERED as set forth below:

Date: July 20, 2023

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

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

In re:	**Chapter 15**
BRON Media Holdings USA Corp., *et al.*,	**Case No. 23-56798-pmb**
Debtors in a Foreign Proceeding.	**Jointly Administered**

ORDER GRANTING PROVISIONAL RELIEF AND CONTINUING HEARING

Upon the *Motion of Foreign Representative for an Order Granting Certain Provisional Relief* (the "Motion"),[1] in its capacity as the Canadian Court-appointed and authorized foreign representative (the "Foreign Representative") for the above-captioned debtors[2] (the "Debtors")

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

[2] The U.S. Debtors in these Chapter 15 cases and the last four digits of their U.S. Federal Employer Identification Numbers are as follows: BRON Creative USA Corp (1363); BRON Digital USA, LLC (0276); BRON Life USA Inc. (1178); BRON Media Holdings USA Corp (0637); BRON Releasing USA Inc. (6368); BRON Studios USA Inc. (8784); BRON Ventures 1 LLC (5066); BRON Studios USA Developments Inc. (7529); Bakhorma, LLC (6944); Drunk Parents, LLC (5462); Fables Holdings USA, LLC (8085); Fables Productions USA INC. (5169); Gossamer Holdings USA, LLC (2582); Gossamer Productions USA, Inc. (7876); Harry Haft Productions, Inc. (6144); Heavyweight Holdings, LLC f/k/a Harry Haft Films, LLC (8193); I am Pink Productions, LLC (6681); Lucite Desk, LLC (2546); National Anthem Holdings, LLC f/k/a BCDC Holdings, LLC (6943); National Anthem ProdCo Inc. (8637); Oakland Pictures Holdings, LLC (4988); Pathway Productions, LLC (Del. Incorporation No. 3081); Robin Hood Digital PC USA Inc. (2499); Robin Hood Digital USA, LLC (4302); Solitary Holdings USA, LLC (3013);

in a reorganization proceeding (the "CCAA Proceeding") commenced under Canada's *Companies' Creditors Arrangement Act* (the "CCAA") pending before the Supreme Court of British Columbia (the "Canadian Court"), for entry of a provisional order (this "Order"), pursuant to Sections 105(a), 362, 363, 364(e), 365(e), and 1519, of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") granting the Requested Provisional Relief as defined and described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, 11 U.S.C. §§ 109 and 1501; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); and the Debtors having consented to the Court's authority to enter a final order consistent with Article III of the U.S. Constitution; and venue being proper before this Court pursuant to 28 U.S.C. § 1410; and due and proper notice of the provisional relief sought in the Motion having been provided; and it appearing that no other or further notice need be provided; and a hearing having been held on July 20, 2023 at 3:00 P.M. to consider the relief requested in the Motion (the "Hearing"); and upon the Gilbert Declaration, the verified Chapter 15 petitions and all other pleadings filed contemporaneously with the Motion, the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the provisional relief sought in the Motion is in the best interests of the Debtors, creditors and all parties in interest 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 therefor;

THIS COURT HEREBY FINDS AND DETERMINES THAT:

Surrounded Holdings USA LLC (8868); and Welcome to Me, LLC (8500) (hereinafter collectively referred to as the "Debtors"). The Debtors' principal offices are located at 1700-Park Place, 666 Burrard Street, Vancouver, British Columbia, Canada.

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules") made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334.

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

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

E. The Foreign Representative has demonstrated a substantial likelihood of success on the merits that (a) the CCAA Proceeding is a "foreign main proceeding" as that term is defined in Section 1502(4) of the Bankruptcy Code or, alternatively, with respect to certain Debtors, the CCAA Proceeding is a "foreign nonmain proceeding" as defined in Section 1502(5) of the Bankruptcy Code, (b) the Foreign Representative is a "foreign representative" as that term is defined in Section 101(24) of the Bankruptcy Code, (c) all statutory elements for recognition of the CCAA Proceeding are satisfied in accordance with Section 1517 of the Bankruptcy Code, (d) upon recognition of the CCAA Proceeding as a foreign main proceeding, Section 362 of the Bankruptcy Code will automatically apply in these Chapter 15 cases pursuant to Section 1520(a)(1) of the Bankruptcy Code, and (e) that application of Section 365(e) on an interim basis to prevent contract counterparties from terminating their prepetition contracts with the Debtors is entirely consistent with the injunctive relief afforded by the automatic stay under Section 362.

F. The Foreign Representative has demonstrated that (a) the commencement of any proceeding or action in the U.S. against Debtors and its business and all of its assets should be stayed pursuant to Sections 1519, 1521, and 105(a) of the Bankruptcy Code, which protections, in each case, shall be coextensive with the provisions of Section 362 of the Bankruptcy Code, to permit the fair and efficient administration of the CCAA Proceeding, including a reorganization pursuant to a plan of compromise or arrangement, pursuant to the Initial Order and any other applicable orders of the Canadian Court, for the benefit of all stakeholders, and (b) the relief requested in the Motion will neither cause an undue hardship nor create any hardship to parties in interest that is not outweighed by the benefits of the relief granted herein.

G. The Foreign Representative has demonstrated that without the protection of Sections 362 and 365(e) of the Bankruptcy Code, there is a material risk that the Debtors' creditors, including counterparties to certain of the Debtors' leases and contracts, may take the position that the commencement of the CCAA Proceeding or these Chapter 15 cases authorizes them to terminate such contracts or accelerate obligations or exercise remedies thereunder. Such termination or acceleration will severely impair the Debtors' restructuring efforts and result in irreparable damage to the Debtors' business and the value of Debtors' assets, and substantial harm to Debtors' creditors and other parties in interest.

H. The Foreign Representative has demonstrated that without the protections afforded to the Interim DIP Lender under Section 364(e), there is a material risk that the Debtors will be unable to obtain the requisite financing to continue their business operations and fund their restructuring proceedings, which will significantly impair and potentially result in irreparable damage to the value of the Debtors' assets.

I. The Foreign Representative has demonstrated to the Canadian Court that the incurrence of indebtedness under the Interim DIP Facility and the granting of liens and a charge negotiated in connection with the Interim DIP Facility is necessary to prevent irreparable harm to the Debtors because, without such financing, the Debtors will be unable to continue operations and fund their restructuring proceedings, which will significantly impair the value of their assets, and the Canadian Court has approved the Interim DIP Facility as being appropriate and the amount that the Debtors have been authorized to borrow is reasonably necessary for the continued operations of the Debtors in the ordinary course of business.

J. The Foreign Representative has demonstrated to the Canadian Court that the terms of the Interim DIP Facility are fair and reasonable and were entered into in good faith by the Debtors and the Interim DIP Lender and that the Interim DIP Lender would not have extended financing without the provisions of this Order and the Court's recognition of the protections set forth in the Initial Order relating to the Interim DIP Facility.

K. The Foreign Representative has demonstrated to the Canadian Court that absent the relief granted herein, there is a material risk that one or more parties in interest will take action against the Debtors or their assets. As a result, the Debtors may suffer immediate and irreparable injury, loss, or damage for which there is no adequate remedy at law and therefore it is necessary that this Court grant the relief requested in the Motion with notice as provided in the motion. Further, unless this Order is entered, the Debtors' assets could be subject to efforts by creditors to control, possess, or execute upon such assets and such efforts could result in the Debtors suffering immediate and irreparable injury, loss or damage by, among other things, creditors (a) interfering with the jurisdictional mandate of this Court under Chapter 15 of the Bankruptcy Code, and (b) interfering with or undermining the success of the CCAA Proceeding.

L. The Foreign Representative has demonstrated that no injury will result to any party that is greater than the harm to the Debtors' business, assets, and property in the absence of the relief requested in the Motion.

M. The Debtors' creditors will not suffer any significant harm by the requested provisional relief, as the relief will ensure the value of the Debtors' assets are preserved, protected and maximized for the benefit of all creditors.

N. The Foreign Representative has demonstrated that, in the interest of comity, the purpose of Chapter 15 is carried out by granting recognition and giving effect to the Initial Order on a preliminary basis.

O. The interests of the public and public policy of the U.S. will be served by entry of this Order.

P. The Foreign Representative and Debtors are entitled to the full protections and rights available pursuant to Section 1519(a)(1)-(3) of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. **ORDERED AND NOTICE** is hereby given that the Court will hold a virtual hearing regarding the Motion, on the 28th day of July, 2023, commencing at 2:30 P.M. via Judge Baisier's Virtual Hearing Room.[3] It is further,

2. **ORDERED** that the Motion is **GRANTED** as set forth herein.

3. This Order, and all provisions herein, shall be effective through and including August 15, 2023.

[3] The link for the Virtual Hearing Room can be found on Judge Baisier's webpage at https://www.ganb.uscourts.gov/content/honorable-paul-m-baisier and is best used on a desktop or laptop computer but may be used on a phone or tablet. Participants' devices must have a camera and audio.

4. The Initial Order, as currently constituted and as may be later amended or revised, is hereby given full force and effect on a provisional basis, including, without limitation, the sections of the Initial Order (a) authorizing the Debtors to obtain credit under the Interim DIP Facility in the amount of $1,751,409.00 and granting to the Interim DIP Lender the Interim DIP Lender Charge to authorize the Debtors to enter into, perform and borrow under the Interim DIP Facility, (b) staying the commencement or continuation of any actions against the Debtors and their assets, (c) imposing a stay with respect to claims or actions against the Debtors' directors and officers or their assets in connection with the directors' or officers' positions at the Debtor, and (d) granting the Directors' Charge and Administration Charge.

5. The Foreign Representative and the Debtors are entitled to the full protections and rights pursuant to Section 1519(a)(1), which protections shall be coextensive with the provisions of Section 362 of the Bankruptcy Code, and this Order shall operate as a stay of any execution against the Debtors' assets within the territorial jurisdiction of the United States.

6. Pursuant to Sections 1519(a)(3) and 1521(a)(7) of the Bankruptcy Code, Sections 362 and 365(e) of the Bankruptcy Code are hereby made applicable in these Chapter 15 Cases to the Debtors and their property within the territorial jurisdiction of the United States, and (b) Section 362 of the Bankruptcy Code is hereby made applicable to the Debtors' directors and officers and their property within the territorial jurisdiction of the United States.

7. Pursuant to 11 U.S.C. § 1519(a) and 1521(a)(3) and (7), all persons and entities, other than the Foreign Representative and its representatives and agents, are hereby enjoined from:

a. execution against any of the Debtors' and their directors and officers (the "Protected Parties") assets;

b. the commencement or continuation, including the issuance or employment of process, of a judicial, quasi-judicial, administrative, regulatory, arbitral, or other action or proceeding, or to recover a claim, including, without limitation, any and all unpaid judgments, settlements or otherwise against the Debtors or other Protected Parties, which in either case is in any way related to, or would interfere with, the administration of the Debtors' estates in the CCAA Proceeding;

c. taking or continuing any act to create, perfect or enforce a lien or other security interest, setoff or other claim against the Debtors or other Protected Parties or any of their property or proceeds thereof, other than the filing of any registration to preserve or protect a security interest;

d. transferring, relinquishing or disposing of any property of the Debtors to any person or entity (as that term is defined in Section 101(15) of the Bankruptcy Code) other than the Foreign Representative;

e. commencing or continuing an individual action or proceeding concerning the Debtors' or other Protected Parties' assets, rights, obligations or liabilities; and

f. declaring or considering the filing of the CCAA Proceeding or these Chapter 15 cases a default or event of default under any agreement, contract or arrangement;

provided, in each case, that such injunctions shall be effective solely within the territorial jurisdiction of the United States; and provided further that nothing herein shall: (x) prevent any entity from filing any claims against the Debtors in the CCAA Proceeding; or (y) prevent any entity from seeking relief from the Canadian Court in the CCAA Proceeding or this Court in these Chapter 15 Cases, as applicable, for relief from the injunctions contained in the Order.

8. To the extent authorized under the Initial Order, the Court recognizes, on a provisional basis, that during the Stay Period, as defined in the Initial Order and except as permitted under subsection 11.03(2) of the CCAA, no Proceeding, as defined in the Initial Order, may be commenced or continued against any former, present or future director or officer of the Debtors.

9. Notwithstanding anything to the contrary contained herein, this Order shall not be construed as (a) enjoining the police or regulatory act of a governmental unit, including a criminal action or proceeding, to the extent not stayed pursuant to Section 362 of the Bankruptcy Code or (b) staying the exercise of any rights that Section 362(o) of the Bankruptcy Code does not allow to be stayed.

10. To the extent provided in the Initial Order, and based on the finding therein and to promote cooperation between jurisdictions in cross-border insolvencies, the Debtors are hereby authorized to execute and deliver such term sheets, credit agreements, mortgages, charges, hypothecs and security documents, guarantees, and other definitive documents as are contemplated by the Interim DIP Facility (collectively, the "Definitive Documents") or as may be reasonably required by the Interim DIP Lender pursuant to the terms thereof, and the Debtors are hereby authorized to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim DIP Lender under and pursuant to the Interim DIP Facility without any need for further approval from this Court.

11. To the extent authorized under the Initial Order, the Court recognizes, on a provisional basis, the Interim DIP Lender Charge, as defined in the Initial Order, granted in the Initial Order which applies to all of the Debtors' assets located in the United States (save for assets subject to encumbrances in favor of Comerica Bank), subject to the priorities, terms, and conditions of the Initial Order, to secure current and future amounts outstanding under the Interim DIP Facility.

12. This Order shall be sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of the liens granted to the Interim DIP Lender in the Initial Order without the necessity of filing or recording this Order or any financing statement, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction; provided that the Debtors are authorized to execute, and the administrative agent under the Interim DIP Facility may file or record, any financing statements, mortgages, other instruments or any other Definitive Document to further evidence the liens authorized, granted, and perfected hereby and by the Initial Order.

13. Pursuant to Sections 364(e), 1519(a)(3), 1521(a)(7), and 105(a) of the Bankruptcy Code, the validity of the indebtedness, and the priority of the liens authorized by the Initial Order made enforceable in the United States by this Order, shall not be affected by any reversal or modification of this Order, on appeal or the entry of an order denying recognition of the CCAA Proceeding pursuant to Section 1517 of the Bankruptcy Code.

14. No action, inaction or acquiescence by the Interim DIP Lender, including, without limitation, funding the Debtors' ongoing operations under this Order, shall be deemed to be or shall be considered as evidence of any alleged consent by the Interim DIP Lender to a charge against the collateral pursuant to Sections 506(c), 552(b) or 105(a) of the Bankruptcy Code. The Interim DIP Lender shall not be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the collateral.

15. Effective on a provisional basis upon entry of this Order, to the extent precluded by or provided for under the Initial Order, no person or entity shall be entitled, directly or indirectly, whether by operation of Sections 506(c), 552(b) or 105 of the Bankruptcy Code or otherwise, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of any collateral or property after a breach under the Interim DIP Facility, the Definitive Documents, the Initial Order or this Order.

16. The Foreign Representative, Debtors, and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or local rules of this Court.

17. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, but not limited to, Bankruptcy Rules 7062 and 1018, (i) this Order shall be effective immediately and enforceable upon its entry; (ii) the Foreign Representative and the Interim DIP Lender are not subject to any stay in the implementation, enforcement or realization of the relief granted in this

Order; and (iii) the Foreign Representative and the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

18. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

19. Counsel for the Foreign Representative shall serve this Order via email, fax, or U.S. First Class mail in accordance with Federal Rule of Bankruptcy Procedure 2002(q) (i.e. on all parties against whom preliminary relief was sought as identified on Exhibit A to Docket No. 4 and all parties engaged in litigation with any of the Debtors in the United States), all parties who have filed a Notice of Appearance in these cases, and the United States Trustee. Foreign Representative's counsel shall file a certificate of service regarding the same within three (3) days from entry of this Order and Notice.

END OF ORDER

Prepared and Presented by:

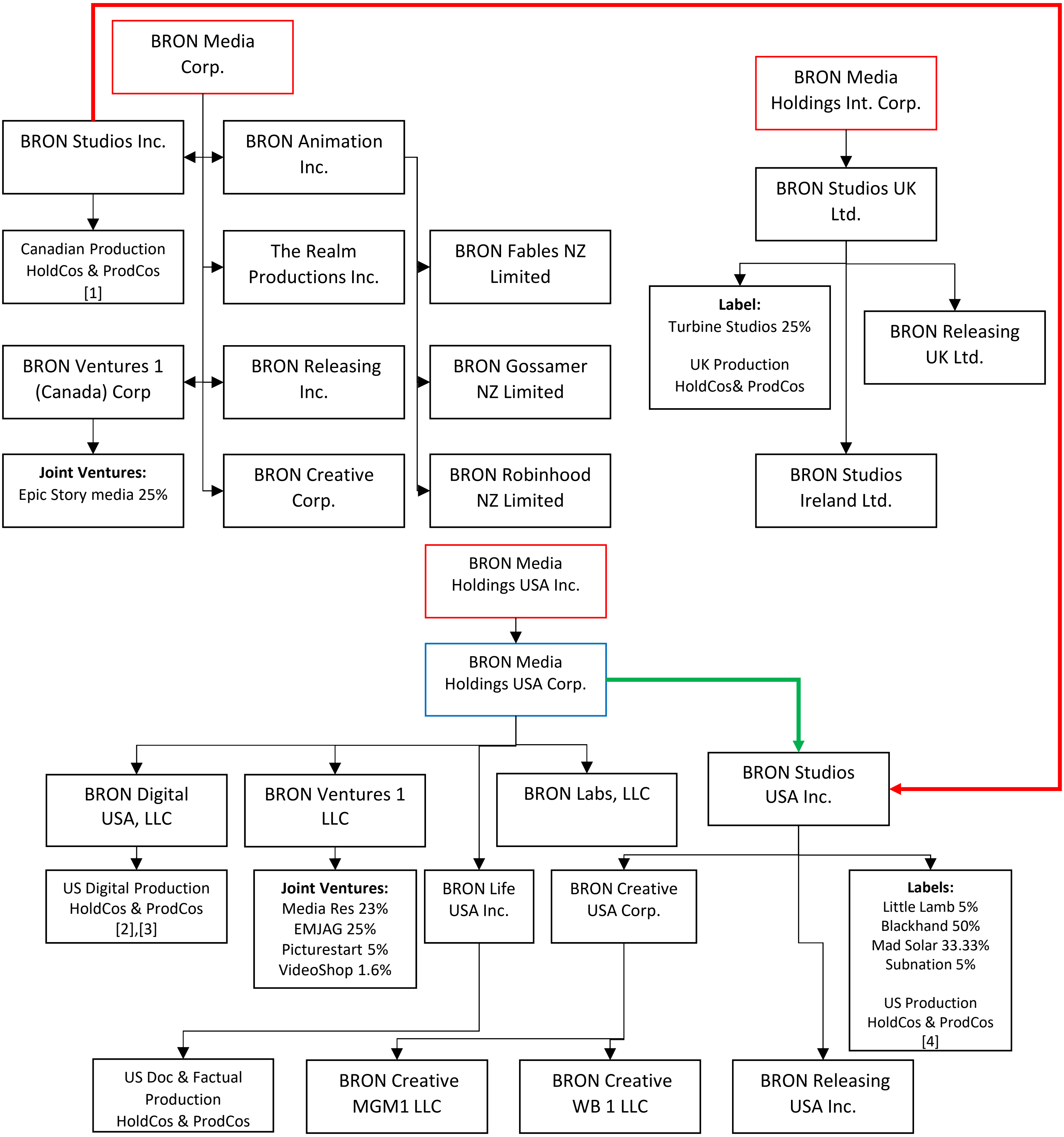
JONES & WALDEN LLC

/s/ Cameron M. McCord
Cameron McCord
Georgia Bar No. 143065
Mark Gensburg
Georgia Bar No. 213119
Attorneys for Debtors
699 Piedmont Ave NE
Atlanta, Georgia 30308
(404)564-9300
cmccord@joneswalden.com
mgensburg@joneswalden.com

Counsel for Debtors and Foreign Representative

Appendix "3"

Corporate Structure of the Bron Group of Companies



[1] BRON Everest Productions Inc., Fables Productions BC Inc., Gossamer Productions BC Inc., Hench 2 BC Productions Inc., Henchmen Productions Inc., Robin Hood Digital PC BC Inc., Windor Productions BC Inc.

[2] Bakhorma, LLC (Washington), Drunk Parents, LLC (New York), Fables Productions USA Inc. (Delaware), Gossamer Productions USA Inc. (Delaware), Harry Haft Productions, Inc. (New York), Heavyweight Holdings, LLC, previously Harry Haft Films, LLC (Delaware), Lucite Desk, LLC (Delaware), National Anthem ProdCo Inc. (New Mexico), LLC (Delaware), Robin Hood Digital PC USA Inc. (Delaware), Surrounded Holdings USA LLC (Delaware), Surrounded Productions USA Inc. (Delaware).

[3] *Fables Holdings USA, LLC (Delaware)*, *Gossamer Holdings USA, LLC (Delaware),* Robin Hood Digital USA, LLC (Delaware). Fables the Bear, Gossamer and Robin Hood are apart of this entity.

[4] *I Am Pink Productions, LLC (Delaware)*, *National Anthem Holdings*, LLC (f. k. a. BCDC Holdings, LLC) (Delaware), *Oakland Pictures Holdings*, LLC (Delaware), *Pathway Productions*, *Solitary Holdings USA, LLC (Delaware).* All Live Action projects from the WIP Forecast are apart of this entity.

Appendix "4"

Newspaper Notices

KEVIN MITNICK
1963-2023

Pioneering hacker had colourful career

Frank Bajak

Kevin Mitnick, whose pioneering antics tricking employees in the 1980s and 1990s into helping him steal software and services from big phone and tech companies made him the most celebrated U.S. hacker, has died at age 59.

Mitnick died Sunday in Las Vegas after a 14-month battle with pancreatic cancer, said Stu Sjouwerman, CEO of the security training firm KnowBe4, where Mitnick was chief hacking officer.

His colourful career — from student tinkerer to FBI-hunted fugitive, imprisoned felon and respected cybersecurity professional, public speaker and author tapped for advice by U.S. lawmakers and global firms — mirrors the evolution of society's grasp of the nuances of computer hacking.

Through Mitnick's professional trajectory, and what many consider the misplaced prosecutorial zeal that put him behind bars for nearly five years until 2000, the public has learned how to better distinguish serious computer crime from the mischievous troublemaking of youths hell-bent on proving their hacking prowess.

"He never hacked for money," said Sjouwerman, who became Mitnick's business partner in 2011. He was mostly after trophies, chiefly cellphone code, he said.

Much fanfare accompanied his high-profile arrest in 1995, three years after he'd skipped probation on a previous computer charge. The government accused him of

HIS INGENUITY CHALLENGED SYSTEMS, INCITED DIALOGUES ...

causing millions of dollars in damages to firms including Motorola, Novell, Nokia and Sun Microsystems by stealing software and altering computer code.

But federal prosecutors had difficulty gathering evidence of major crimes, and after being jailed for nearly four years, Mitnick reached a plea agreement in 1999 that credited him for time served.

Upon his January 2000 release from prison, he told reporters his "were simple crimes of trespass." He said "I wanted to know as much as I could find out about how phone networks worked."

He was initially barred for three years from using computers, modems, cellphones or anything with internet access. Those requirements were gradually eased but he wasn't allowed back online until December 2002.

"His ingenuity challenged systems, incited dialogues, and pushed boundaries in cybersecurity. He will remain a testament to the uncharted power of curiosity," tweeted Chris Wysopal, former member of the white-hat hacking group L0pht.

The Associated Press

Kevin Mitnick

Obituaries

STAINSBY, Donna J
Oct 14, 1940 - Jul 15, 2023

Donna Stainsby, born to Amy Enoch and John Enoch & Sister to Robert and Joyce. Married Donald Stainsby, & had one child, Macdonald, who survives her. Widowed in 1981. Step children Meg, Martha, Jill, Leif and Jonathan survive her. A beloved teacher of 35 years, Donna's later years were in Burnaby at home with the help of Macdonald. A memorial service will be held from 1:00 PM to 4:00 PM on 2023-07-23 at Edmonds Park, 7433 Humphries Avenue.

WOLTERSON, Louise
Nov 30, 1924 - Oct 8, 2022

Louise Wolterson-Blom, died peacefully on October 8, 2022 at her home in Parksville, BC.

Louke was born in Rotterdam, Netherlands, the third of four children of Ir. Frans Willem Cornelis Blom and Anna van Stolk. In 1947, she married Johannes (Jan) Aleid Wolterson; they emigrated to Canada shortly after their first child, Rutger Jan (Roger), was born. They settled on the west coast, where they raised their four children.

Louke was a risk-taker, with a strong sense of generosity, responsibility, and personal style. As such, she had a rich and eventful life, filled with family and friends, intellectual interests, community service, foreign travel, and adventure.

Louke was predeceased by her son, Roger, son-in-law, Robert Fontana, her husband of 68 years, Jan, and most of her immediate generation. She is survived by her three daughters: Eveline (Ken Jeannotte), Anna Fontana (step-grandchildren Kaitlin and Callie), and Fennya (Lindsay Jones and grandchildren Russell (Amrit) and Megan (Nigel)). We profoundly miss her elegance, her sense of adventure and her firm, but loving resolve.

Arrangments by Yates Memorial Services, Parksville, BC

In Memoriams

In loving memory of
Mark Richard Hasselmann
Aug 7, 1982 - Jul 21, 2021

Your life was a blessing
Your memory a treasure
You are loved beyond words
and missed beyond measure
love
your family

In loving memory of
Mark Richard Hasselmann
Aug 7, 1982 - Jul 21, 2021

In memory of our beloved Markie Mark

Your presence we miss
Your memory we treasure
Loving you always
Forgetting you never

Love
Mathias & Marcus

In Loving Memory of
Sheila Miller
August 23, 1921 - July 21, 2011
Remembered with eternal love.
Maureen, Kevin and Anne

Accounting & Finance

Appliances

Antiques, Art & Collectibles

155 car calendars classic 84-21 $25 Call: 604-325-0462

155 car calendars classic 84-21 $30 Call: 604-325-0462

Alberta Springs 2 Whiskey wooden boxes Sliding tops $20 604-563-0345

ANTIQUE TEA TROLLY Small.top nees TLC $95.00 Call: 604-802-2984

Barbie 1988 Calgary Olympic Doll New in box $25.00 6043153566

BUTTONS in canister/jar $10/ $15.00 Call: 604-931-1138 jwmurd@shaw.ca

CALGARY STAMPEDE BELT BUCKLES SOLID METAL $50.00 604 7363776

Antiques, Art & Collectibles

Coca-Cola Pins 4-1996 Atlanta Olympics $15 ea + Several Paralympic pins 604-563-0345

Grandma's Rolling Pin Wooden, green handles, a beauty! $20 604-563-0345

Hologram Stamps Canada Post 1999 46 cents 2 sets of 4's New! $20 604-563-0345

Ice Bucket Hammered metal with lid, very cool. Well insulated $20 604-563-0345

Joe Kapp B.C. Lions CFL Peanut Butter Glass 1964 Nice $30.00 Call: 604-315-3566

Mexican Spoons 3 Molinillo & 5 wooden spoons New various prices $15 604-563-0345

Navy Blue Jug Waechtersbach classic ball style w handle from Spain $45 604-563-0345

NHL All-Stars Famous players 2001+2002 12 Canada post stamps $50 604-563-0345

Old Military Items WANTED medals, uniforms, etc. $$$ paid. will travel! 604-828-1182

PIC RED SKELTON INDIAN 26X30 $99.00 signed Call: 604-931-1138

Torchiere Deflector Ribbed Style Clear Shade 15" Very good $50.00 Call: 604-315-3566

WANTED WW1 & WW2 Collectibles Collector wanting Call: 604-785-6664

Books

little golden books $3ea jwmurd@shaw.ca 604-931-1138

Patrick O'Brien 13 Sea Ship Novels Paperback Books very good $40.00 Call: 604-315-3566

Photography Time Life photo books 20 volumes $25 Call: 604-325-0462

World of Warcraft Poster Collection 32 Posters new $25.00 Call: 604-315-3566

Clothing

DR.MARTEN'S UNISEX BOOTS Authentic Delaney $75.00 Call: 604-802-2984

LOUIS VUITTON BLACK GM NOE $750 604-819-5297 Harrison

MANS CLOTHING M/L shirts/shorts/-calvin k/etc $2.00 6049311138

NEW LOUNGEFLY DISNEY MINNIE MOUSE $110 604-819-5297 Harrison

PURSE CHANEL NEW strap/chain/locking $250.00 Call: 604-931-1138 jwmurd@s

Electronics & Entertainment

FILM & SLIDE PROJECTORS TOP MODELS $125 To $350 604-999-6939

HP PAVILION 23 ALL IN ONE $200 WIN 10 604-799-7324 Harrison

HP Printer HP Laser Jet P1005 Lots of ink, compact takes up little space. $25 604-563-0345

IPAD 32gb GREAT COND. $400.00 604-799-7324 Harrison

T.V Insigna T.V, 24in, $99.00 Call: 604-325-0562 caddyguy@shaw.ca

TV Mount Sanus MF215-83 Fits 13-39"TV. New in box. $50.00 Call: 604-538-0747

Furniture

ANTIQUE Upholstered Bench 48"w,18"d,18"t $90.00 Call: 604-802-2984

FRENCH SIDE TABLES Wood. Like New. $75 each 604-813-3311

ITALIAN Leather Couch $595. Call or text 604-813-3311. Loveseat available.

ITALIAN LEATHER LOVESEAT $395. Call 604-813-3311 or text. Couch available.

MAKEUP STATION WITH MIRROR Vintage Cond. $115 604-819-5297 Harrison

MOHAGANY Classy Nest of Tables 24"w.$145.00 Call: 604-802-2984

QUALITY 2 DRAWER FILING CABINET Locks $55.00 Call: 604-802-2984

SOLID WOOD BENCH 54"W,18"T,14"D $65.00 Call: 604-802-2984

TEAK COFFEE TABLE Danish Like new. $475. 604-813-3311

Health & Beauty

BATH TRANSFER CHAIR $55.Bath Chair $40.00 Call: 604-802-2984

CPAP OXYGEN CONCENTRATOR Portable $750.00 Call: 604-999-6939

HOSPITAL BED - TOP MODEL! Bed $750, Mattress $350 Can Deliver! 604-999-6939

Insanity Workout Program 13 Disc DVD 60 Day Set Like new $30.00 Call: 604-315-3566

LIFT CHAIR - AS NEW Paid $2795, Sell $675, Can Deliver. Call: 604-999-6939

PROFESSIONAL MASSAGE TABLE Comes with cover $155.00 Call: 604-802-2984

ROHO CUSHION Paid $700, Sell $325 Call: 604-999-6939

SCOOTER - LOADED! Paid $2995, Sell $750, Can Deliver 604-999-6939

WALKER - TOP MODEL & BASKET Paid $569, Sell $250, Can Deliver 604-999-6939

WHEELCHAIR - LOADED! Paid $2950, Sell $650, Can Deliver 604-999-6939

WHEELCHAIR - TILT-IN-SPACE Paid $4300, Sell $750. Can Deliver Call: 604-999-6939

YOGA MATT WITH LITE WEIGHTS New Matt Lite Weights $35 604-819-5297 Harrison

Home - Indoor

KITCHEN ITEMS DISHES EVERYTHING, POTS,PANS, SML APPS 604 7363776

KITCHEN ITEMS DISHES EVERYTHING, POTS,PANS,DISHES 604 7363776

Home - Indoor

POLE LIGHT 1950 CASCADING CRYSTALS 275.00 Call: 604-931-1138

Popcorn Popper Betty Crocker hot air popper 10 cups Healthy way! New! $20 604-563-0345

Pyrex Flameware 6 Cup Coffee Pot Complete #7756B Nice $60.00 Call: 604-315-3566

Visions Corning Ware Purple 4 QT Roaster with Lid Very good $50.00 Call: 604-315-3566

Jewellery & Watches

ROLEX CARTIER PATEK/OMEGA
$$ BUYING $$
All SWISS Brands
www.mtcwatches.ca
604-785-7881

TOP $$ LOANS or PURCHASE On Luxury Watches, Jewelry, Art & More! www.rcj.ca 604-526-7296

ROYAL CITY JEWELLERS AND LOANS LTD.

Buy & Sell - Other

1967 Dodge Coronet Rt Revell Monogram 1/25 not built $25.00 Call: 604-315-3566

1970 Ford Mustang Boss 302 Street Custom MIB Kit Metal Works $45.00 Call: 604-315-3566

Ford Granada Ghia Black on White 1.43 Vanguards MIB $30.00 Call: 604-315-3566

Fountain Pens 4 pens, 12 nibs, ink cartridges $20.00 Call: 604-563-0345

MAILMATE SHREDDER Space saver $35.00 Call: 604-802-2984

Milk Glass Torche Floor Lamp Shade 10 Inch Very Good $35.00 Call: 604-315-3566

Milk Glass Torche Floor Lamp Shade 8 Inch Very Good $30.00 Call: 604-315-3566

Monte Carlo #8 Dale Earnhardt JR. 2005 NASCAR mib $30.00 Call: 604-315-3566

Neto leather & French Laundry liquidation SALE Clothing manufacturing equipment, Sewing machines by Pfaff & Juki & other brands. Fabric remnants, thread ,zippers, buttons & trims. Women's clothing & samples .Leather skins &hides; @ 879 East Hastings & Campbell Vancouver V6A 1R8 10AM -4 PM. Not Open Sunday Call 604 875-8474 or leave a message @ 604 988-4741 Call: 604-875-8474 deborahtissington@gmail.com

PURSES,-PARIS,RICCI various prices $10.00 Call: 604-931-1138

Shelby 1969 GT-500 1/25 Scale Motor City complete $25.00 Call: 604-315-3566

Tonka Mighty Dump Truck Steel Classics T01 2012 VG $35.00 Call: 604-315-3566

Tonka Toughest Mighty Dump Truck Super Size 19 Inch VG $40.00 Call: 604-315-3566

Triumph 2000 MKII Delft Blue 1.43 Vanguards VA08200 $35.00 Call: 604-315-3566

Triumph 2000 MKII White Vanguards VA08203 1.43 MIB $30.00 Call: 604-315-3566

Triumph Dolomite 1850 Automatic White Vanguards VA05305 $35.00 Call: 604-315-3566

Walking Dead Game Cryptozoic Entertainment New $25.00 Call: 604-315-3566

Sports Equipment

SUN MOUNTAIN 3 WHEEL GOLF CART Pink. $110.00 Call: 604-802-2984

Winona 108 Fishing Reel James Heddons 1929 $35.00 Call: 604-315-3566

Community - Other

Healing Support for members of the community, + family, who were abused by Gordon Goichi (GG) Nakayama, Anglican priest, between 1930 and 1994. Contact www.anglicanhealingfundforjapanesecanadians.com

Legal & Tender Notices

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

PLEASE TAKE NOTICE that an Initial Order was made by the Supreme Court of British Columbia, on July 19, 2023, following the hearing of an application by the Companies and that Grant Thornton Limited was appointed as Monitor.

PLEASE TAKE NOTICE that any person with a claim, grievance, application, suit, right or remedy, or proceeding or enforcement process in any, tribunal, or arbitration association, relating to the Companies are stayed on terms as set out in the Initial Order, with the exception of certain property in favour of the creditors.

PLEASE TAKE FURTHER NOTICE that a copy of the Initial Order and additional information regarding this proceeding has been made available on the Monitor's website at: www.grantthornton.ca/BronMedia. If you require further information, please contact a representative of the Monitor (Dana Hankinson, T: 866-481-9215, E: BronMedia@ca.gt.com).

Grant Thornton

Notice of Application to Dispose of Waste or Other Matter at Sea

Notice is hereby given that Fraser River Pile & Dredge (GP) Inc. of 1830 River Drive, New Westminster, BC, V3M 2A8, intends on this 21st day of July, 2023 to apply to Environment and Climate Change Canada for a Disposal At Sea Permit under the Canadian Environmental Protection Act, 1999, to load 16,000 m³ of: dredged material at load site: Heidelberg Materials Delta Cement Plant and Marine Terminal, 7777 River Road, Delta, BC, to dispose of at sea at: Point Grey 49.25666°N, 123.36500°W by the following method: end discharges and/or hopper discharges.

It is proposed that loading and disposal activities will begin on: November 01, 2023 and will terminate on: October 31, 2024.

For further information regarding these activities, please contact: Sarah Clark, President & CEO, 1830 River Drive, New Westminster, BC, V3M 2A8; 604-522-7971.

The public may raise environmental concerns related to this notice or obtain Information on the permitting process by contacting the nearest Disposal at Sea Program regional office: Environment and Climate Change Canada, No. 101 - 401 Burrard Street, Vancouver BC, V6C 3R2, Fax: 604-666-6800, Email: immersionpy-disposalatseapyr@ec.gc.ca

NOTICE TO SHANNON MCLELLAND that FIELD LLP has obtained a Garnishment Order After Judgment against you and hereby provides notice of Intention to pay garnished funds out of Court in Supreme Court of British Columbia Kelowna Registry Court File 132903. Should you wish to dispute the payment out of Court, you must do so within 20 days of this publication date. Your whereabouts being unknown, the Court has ordered substitutional service upon you both by this advertisement.

Business for Sale

Fraser Valley Lucrative Business for sale. Computer / Signs. $600,000+ Revenue. fv9982987@gmail.com

Investors & Investments

Seeking $500k 1st mortgage at 7% interest against $880k serviced view lot in Kelowna. Solid personal guarantee. Call: 604-329-9147 olalani@tricitygroup.ca www.missionviewheights.com

Graduations

Habitat: Required income for NGO's interest-free loans has risen dramatically

FROM B1

In the Toronto region, the typical home price is up 53 per cent – to $1,171,300 – from five years ago, according to the Canadian Real Estate Association.

Because home prices have increased so much, the income required to qualify for one of Habitat's no-interest loans has risen dramatically. The Habitat loan effectively acts as a down payment for the Habitat client, allowing them to qualify for a mortgage from a bank or credit union. And like any other borrower, they must have employment income that can cover the monthly payments.

The average household income required to qualify for Habitat aid in the Toronto region was $85,352 last year, compared with $53,508 in 2018. The minimum income for 2022 was $67,266 and maximum was $102,609.60, according to data provided by the charity.

Habitat typically serves families with children under the age of 16. Residents must be Canadian citizens or permanent residents and must have a job with enough employment income to make mortgage payments and maintain the home, which includes paying property taxes and insurance.

"We're serving families that look like they're doing so much better," said Ene Underwood, the chief executive with Habitat for the Toronto region. But, Ms. Underwood said, in reality they are struggling.

One of Habitat's tenets is that their clients will not pay more than 30 per cent of their gross income on housing costs, including mortgage payments and other expenses associated with homeownership.

Ms. Underwood said Habitat used to help clients in the services sector such as those working in retail. Now the charity is serving residents with higher-paying jobs such as in the medical field and government.

The size of the Habitat loan and bank mortgage in the Toronto region has risen in tandem with the spike in home prices. The average mortgage was $809,363 last year compared with $437,959 in 2018, according to the charity.

"This shows you just how strained our system is," said Heather Tremain, chief executive officer with Options For Homes, a non-profit developer that provides shared-equity mortgages for low-income earners so they can buy a home.

Ms. Tremain has observed the same phenomena with the homes that her organization develops. An average household income of $56,000 was required for a unit in an Option for Homes condo building that was completed in 2018. That compares to an average household income of $86,000 for a unit in a similar Options condo project that is due to be completed this year.

Habitat for Humanity Canada president Julia Deans, left, and Ene Underwood, CEO of Habitat for Humanity GTA, chat on a build site in Toronto on Friday. Since Habitat provided its first no-interest loan in Winkler, Man., in 1985, the charity has helped 4,512 families buy a home in Canada. DUANE COLE/THE GLOBE AND MAIL

Recent data from Statistics Canada show how rising living expenses has destroyed savings for middle and lower-income households. They are spending more than they can save as their daily expenses rise at a much faster clip than their wages.

In the first quarter of this year, the bottom fifth – or bottom quintile – of all earners spent an average of $8,289 more than they earned in the first quarter of this year, up from $6,638 in the same quarter in 2020. Middle-income earners, defined as those that fall in the middle quintile of all earners, spent an average of $1,306 more than they earned in the first quarter of this year, an increase from $319 in the same quarter in 2020.

The fourth-highest income quintile managed to save money but saved less.

In contrast, the top income earners saw their savings grow. Households in the highest income quintile had average net savings of $13,040 in the first quarter of 2023 compared with $11,753 in the same quarter in 2020, according to Statistics Canada data.

"We're seeing stress in every part of the market, from mortgage rates to rental costs to interest rates and construction costs. And this is all coming at a time when incomes are stagnant and we're experiencing record inflation. It's unlike anything I've seen before," said Ms. Tremain.

Even in Edmonton, a city where home prices are below $400,000, residents are finding it difficult to break into the housing market. The typical price of a home in Edmonton was $376,800 in June. That is slightly higher than the typical price of $353,000 in the summer of 2018, according to data from the Canadian Real Estate Association.

Habitat Edmonton CEO Ann-Marie Reddy said five years ago families could probably have saved enough for a down payment, but that is no longer the case given the sharp rise in prices for food and other necessities. "It's just not happening for them," she said.

Across the country, every Habitat affiliate has a version of the no-interest loan program. When the client decides to move, Habitat gets first dibs on whether it will buy back the property. Otherwise, the home will be sold on the open market and fetch market prices.

The client will receive all the funding they paid into the mortgage. The appreciation or deprecation on the home is split between the charity and client using a predetermined formula. For example, at the Toronto Habitat, there is a prescribed shared-equity agreement that allows the client to earn a set amount.

Since Habitat provided its first no-interest loan in Winkler, Man., in 1985, the charity has helped 4,512 families buy a home in Canada. Organizations such as Habitat and Options For Homes have been critical in aiding households secure safe, affordable housing. But their aid only goes so far.

Habitat's Ms. Deans said when people don't have an affordable and safe place to call home, they don't have that security, stability and savings that they need to reach their full potential and contribute as much they can to their community and to the country.

"It's quite frightening to think of that loss of stability and what it means to society as well," she said, noting every city across the country is dealing with ramifications of unaffordable housing.

How a Mexican lager rose to become America's bestselling beer

J. EDWARD MORENO

More beers in America are being paired with lime than ever before.

The story of how Modelo Especial, a Mexican lager, surpassed Bud Light as the top-selling beer in America predates the conservative backlash that Bud Light faced in April over a collaboration with a transgender influencer. The country's steadily growing Hispanic population is only part of the story, too.

Rather, the factors that, for the better part of a decade, put Modelo on its triumphant track include an increasing preference among American consumers for imported, more expensive beer; a decade-old antitrust deal; and effective marketing campaigns aimed at attracting young, non-Hispanic consumers to the Mexican beer.

"Most people in the beer industry have assumed Modelo was going to overtake Bud Light at some point," said Bart Watson, chief economist for the Brewers Association, a trade group representing more than 6,000 American breweries. "It was a question of when, not if."

The switch occurred at the start of June, after Bud Light had held the No. 1 spot for about 20 years. In the four-week period that ended July 8, Modelo made up 8.7 per cent of retail beer sales in the United States, compared with Bud Light's 6.8 per cent, according to Nielsen IQ data analyzed by the consulting firm Bump Williams.

Bud Light's ouster followed a conservative-led boycott that was set off when Dylan Mulvaney, a transgender influencer, posted a video on Instagram on April 1 promoting a Bud Light contest. The company has since dismissed two marketing executives and has reported plunging sales.

In an earnings call last month, Bill Newlands, the chief executive of **Constellation Brands Inc.**, which owns Modelo, told investors that the beer's rise to the top had happened "sooner than we anticipated." Constellation's beer business reported an 11-per-cent sales increase and a 7.5-per-cent increase in shipments for the quarter that ended May 31.

Americans are drinking less beer than they used to, and the beer that they've grown to prefer is more expensive than Bud Light, Mr. Watson noted. Craft beers and imports like Modelo,
as well as hard seltzers and canned cocktails, have benefited from that shift at the expense of domestic brands, he added.

Constellation, which also owns the Mexican beers Corona and Pacifico, is perhaps the biggest winner in the U.S. beer market, as consumer tastes in alcohol have shifted over the past decade.

Americans are drinking less beer than they used to, and the beer that they've grown to prefer is more expensive than Bud Light, Mr. Watson noted. Craft beers and imports like Modelo, as well as hard seltzers and canned cocktails, have benefited from that shift at the expense of domestic brands, he added.

Younger drinkers tend to want something new or different, and usually more expensive, than the previous generation, said Nadine Sarwat, an alcoholic-beverage analyst at Bernstein Autonomous, a market research company. That trend has been going on for generations: When lighter beers like Bud Light began having their moment in the 1980s and 1990s, they, too, were more expensive than competitors.

"You don't like to drink what your parents drink," Ms. Sarwat said.

A demographic shift has also contributed to Modelo's success. Hispanic people made up 19 per cent of the U.S. population in 2021, up from 13 per cent in 2000, according to the Census Bureau.

Mexico exports more beer to the United States than any other country by far. In 2022, it shipped in seven times the volume of the second-highest source of U.S. beer imports, the Netherlands.

From 2013 to 2022, the amount of Mexican beer imports doubled, according to data from the Beer Institute. Mexico carried the overall growth in U.S. beer imports during that time: Imports from everywhere else dropped more than 25 per cent.

The biggest growth in Mexican beer sales over the past year has been in states closer to the Canadian border, which tend to have lower Hispanic populations, while growth in states closer to Mexico has lagged, according to one Nielsen IQ analysis of on-premise sales.

Modelo, however, has enjoyed greater success than other Mexican beers that sell in the United States, including Tecate and Dos Equis.

"That is proof that just having a Mexican beer brand isn't enough," Ms. Sarwat said.

Anheuser-Busch InBev, the maker of Bud Light, began to see the writing on the wall a decade ago.

In 2012, the company sought to acquire Grupo Modelo, which brews Modelo and Corona. The Department of Justice under President Barack Obama sued to block that deal in early 2013, arguing that keeping Modelo beers independent from Anheuser-Busch and MillerCoors, the two major U.S. beer companies, was critical to maintaining a fair market.

Bill Baer, who led the agency's antitrust division at the time, said Anheuser-Busch had sought the deal because it had been worried about Modelo's rise. The parties reached a settlement in 2013, allowing the acquisition to go through as long as another company, which turned out to be Constellation, controlled Grupo Modelo's U.S. operations.

"The result in the market was Constellation had every incentive as an independent owner to really promote the hell out of Corona and the other Modelo brands," said Mr. Baer, now a visiting fellow at the Brookings Institution. "And that's exactly what has happened."

Asked for comment, an Anheuser-Busch spokesperson pointed to the fact that Bud Light sold more beer by volume in the United States than Modelo, which owes its sales lead in part to its higher price point.

In the decade since Constellation has owned Modelo, it has worked meticulously to refine the beer's identity.

Promoting Modelo has been a balancing act of maintaining its authenticity to its Hispanic base while inviting new consumers, said Jim Sabia, head of Constellation's beer division. In 2016, Modelo rolled out its first English-language advertising push, with a "fighting spirit" marketing campaign.

Since then, Constellation has sought to position Modelo as a game-day beer. In 2017, it became the sponsor of UFC, a deal that it has renewed and that is in the "low eight figures" annually, according to Sports Business Journal.

NEW YORK TIMES NEWS SERVICE

Appendix "5"

Notice to Creditors

July 19, 2023

No. S-235084
Vancouver Registry

NOTICE TO CREDITORS

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"

(THE "COMPANIES")

On July 19, 2023, the Companies sought and obtained an initial order (the "**Initial Order**") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). The Initial Order provides, among other things, a stay of proceedings until July 29, 2023 (the "**Stay Period**") and may be extended by the Court from time to time. The Companies will be seeking an extension of the Stay Period at a hearing scheduled for July 27, 2023 and July 28, 2023. Pursuant to the Initial Order, Grant Thornton Limited was appointed as monitor (the "**Monitor**") of the Companies. A copy of the Initial Order and copies of the materials filed in the CCAA proceedings may be obtained at www.grantthornton.ca/BronMedia or on request from the Monitor by calling 1-866-481-9215 or emailing BronMedia@ca.gt.com.

Pursuant to the Initial Order, all persons having oral or written agreements with the Companies or statutory or regulatory mandates for the supply of goods and/or services are restrained until further Order of the Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Companies, provided that the normal prices or charges for all such goods or services received after the date of the Initial Order are paid the Companies in accordance with normal payment practices of the Companies or such other practices as may be agreed upon by the supplier or service provider and the Companies and the Monitor, or as may be ordered by this Court. The Initial Order prohibits the Companies from making payment of amounts relating to the supply of goods or services prior to July 19, 2023, other than certain payments specified in the Initial Order.

During the Stay Period, all parties are prohibited from commencing or continuing legal action against the Companies and all rights and remedies of any party against or in respect of the Companies or their assets are stayed and suspended except with the written consent of, the Companies and the Monitor, or leave of the Court.

Copies of current and future court orders and other materials relating to these proceedings will be posted to the Monitor's website during these proceedings. We recommend that creditors who have questions check this website regularly at www.grantthornton.ca/BronMedia.

To date, no claims procedure has been approved by the Court and creditors therefore are not required to file a proof of claim at this time.

If you have any questions or wish to speak to a representative of Grant Thornton Limited, please contact us at:

Dana Hankinson

Grant Thornton Limited

BronMedia@ca.gt.com

T: 1-866-481-9215

www.grantthornton.ca/BronMedia

Sincerely,

GRANT THORNTON LIMITED
SOLELY IN ITS CAPACITY AS MONITOR OF THE PETITIONERS
AND NOT IN ITS CORPORAT OR PERSONAL CAPACITY
Bron Media Group

Mark Wentzell, CPA, CA, CIRP, LIT
Senior Vice President

- *Creditor Mailing List* -

In the Matter of the Proposal of
of the City of Burnaby, in the Province of British Columbia

Creditor Type	Name	Attention	Address	Claim $
Secured	ACCESS ROAD CAPITAL LLC		USD Currency 258 Cedar Avenue Hewlett NY 11557	12,500,000.00
	ANNAPURNA		USD Currency 812 N Robertson Blvd WEST HOLLYWOOD CA 90069	267,267.25
	ARCANA STUDIOS INC		USD Currency 2544 Douglas Rd BURNABY BC V5C 5W7	100,000.00
	C&C FINANCIAL SERVICES LENDING II, LLC		USD Currency 2300 EMPIRE AVENUE, 5TH FLOOR BURBANK CA 91504-3350	8,473,565.30
	CAPSTONE CREDIT LLC		USD Currency 810 Seventh Ave New York NY 10019	2,289,678.45
	Casey Oaks		USD Currency	500,000.00
	CHARLEVOIX ENTERTAINMENT, LLC		USD Currency 37 West 57th Street, 2nd Floor NEW YORK NY 10019	841,473.42
	Cheng Family Asset Management, LLC		USD Currency 1731 HOLT AVENUE LOS ALTOS CA 94024	2,600,000.00
	Christine Haebler and Terminal City Pictures		CAD Currency 4289 Morgan Crescent West Vancouver BC V7V 2P1	930,000.00
	CHRISTOPHER CHENG		USD Currency 1731 HOLT AVENUE LOS ALTOS CA 94024	11,371,532.69
	COMERICA		USD Currency 2000 AVENUE OF THE STARS Los Angeles CA 90067	4,071,102.00
	CREATIVE WEALTH MEDIA FINANCE CORP.		USD Currency 151 BLOOR STREET WEST, SUITE 700 TORONTO ON M5S 1S4	2,709,862.00
	CREATIVE WEALTH MEDIA LENDING LP 2016		USD Currency 151 BLOOR STREET WEST, SUITE 700 TORONTO ON M5S 1S4	47,360,782.00
	CREATIVE WEALTH MEDIA LENDING LP 2016		USD Currency 151 BLOOR STREET WEST, SUITE 700 TORONTO ON M5S 1S4	317,058,695.00
	DAVID THE KING, LLC.		USD Currency 375 N. LA CIENEGA BLVD., #216 WEST HOLLYWOOD CA 90048	453,614.66
	DC INVESTING, LLC		USD Currency 530 5th Avenue, Suite 2505 New York NY 10111	1,450,816.60
	DEBBIE PATRICK		USD Currency 201 St Charles Ave, Suite 4300 New Orleans LA 70170	300,000.00
	Dr. Narsing Rao Palep and Usha Rao Pale		USD Currency	4,000,000.00
	FIRST LOOK PRODUCTIONS, INC		USD Currency 114 Fifth Avenue, 18th Floor New York NY 10011	740,860.68

- Creditor Mailing List -

In the Matter of the Proposal of
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Creditor Type	Name	Attention	Address	Claim $
Secured	GARY SOLOMON		USD Currency 1100 POYDRAS STREE SUITE 100 New Orleans LA 70163	300,000.00
	GUIDO CAMPELLO TRUST		USD Currency	1,000,000.00
	IMPERATIVE ENTERTAINMENT, LLC		USD Currency 1663 18TH STREET, 2ND FLOOR SANTA MONICA CA 90404	9,755,869.50
	INGENIOUS PROJECT FINANCE LIMITED		USD Currency 15 GOLDEN SQUARE, W1F 9JG LONDON	204,612.04
	INTRINSIC PROPERTIES, LLC		USD Currency 5 Mason Hill Road Warren NJ 07059-6944	1,200,000.00
	JOHN DUCA		USD Currency No address on file	1,000,000.00
	LINNEA ROBERTS		USD Currency 912 5th Avenue New York NY 10021	664,887.70
	NEW LINE PRODUCTIONS, INC.		USD Currency 4000 WARNER BOULEVARD BURBANK CA 91522	3,443,482.87
	PATRICK PRENTISS		USD Currency 1401 EXPOSITION BLVD New Orleans LA 70118	1,150,000.00
	RAYMONDS CAPITAL, LLC		USD Currency 5 Mason Hill Road Warren NJ 07059-6499	8,365,296.97
	Suraj Maraboyina		USD Currency 300 Crescent Ct., Suite 1870 Dallas TX 75201	1,000,000.00
	THREE POINT CAPITAL, LLC		USD Currency 2041 Rosecrans Ave, Suite 322 El Segundo CA 90245	4,448,971.94
Unsecured	42WEST, LLC		USD Currency 150 ALHAMBRA CIRCLE, SUITE 1200 CORAL GABLES FL 33134	4,659.70
	ABELL PEST CONTROL INC.		CAD Currency 669 RIDLEY PL UNIT 207 Delta BC V3M 6Y9	311.13
	ADAM DAVIDS & ASSOCIATES CONSULTING, INC		CAD Currency 180 John Street, Suite 623 TORONTO ON M5T 1X5	22,275.45
	AEON MEDIA, INC		USD Currency 01 N 3rd St Ste 150 MINNEAPOLIS MN 55401	215,366.80
	ALEJANDRO GARCIA PEREZ		USD Currency 9255 Sunset Blvd., Suite 515 West Hollywood CA 90069	1,774,223.41
	ALIM HOLDINGS LTD		CAD Currency 5526 KINGSWAY BURNABY BC V5H 2G2	47,522.61
	ALISHA CRAWLEY-DAVIS		USD Currency 16608 38TH AVE SE BOTHELL WA 98012	750.00

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In the Matter of the Proposal of
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Creditor Type	Name	Attention	Address	Claim $
Unsecured	ANNEX PRO INC.		USD Currency 1485 VENABLES ST VANCOUVER BC V5L 2G1	17,485.25
	ANNEX PRO INC.		CAD Currency 1485 VENABLES ST VANCOUVER BC V5L 2G1	111,366.36
	ANTHEM BLUE CROSS		USD Currency PO BOX 51011 LOS ANGELES CA 90051-5311	36,794.49
	ASTUTE		CAD Currency 470 GRANVILLE STREET, SUITE 904 VANCOUVER BC V6C 1V5	1,120.00
	AV SQUAD, LP		USD Currency 101 S La Brea Ave LOS ANGELES CA 90036	11,300.00
	BANK ROBBER MUSIC, LLC		USD Currency 2630 ELM HILL PIKE #125 NASHVILLE TN 37214	12,500.00
	BARBOUR & COMPANY, INC.		USD Currency W3233 ORCHARD AVENUE GREEN LAKE WI 54941	4,500.00
	BARREL HOLDINGS LTD		USD Currency 103 Westbury Court Richmond Hill ON L4S 2L3	50,000.00
	BC HYDRO-357		CAD Currency 1833 GILMORE AVE BURNABY BC V5C 3Y3	5,157.07
	BIG BLOCK CAPITAL GROUP LLC		USD Currency 75 Georgian CT ROSLYN NY 11576	800,947.39
	BMG RIGHTS MANAGEMENT (US) LLC		USD Currency ONE PARK AVE, FLOOR 18 NEW YORK NY 10016	2,618.40
	BOIES SCHILLER FLEXNER LLP		USD Currency 333 MAIN STREET ARMONK NY 10504	504,244.80
	BRAUER & CO		USD Currency PO BOX 9274 CALABASAS CA 91372	7,500.00
	BRON ANIMATION INC.		USD Currency 5542 SHORT ST BURNABY BC V5J 1L9	1,418,410.00
	BRON CREATIVE CORP		USD Currency 151 BLOOR STREET WEST, SUITE 700 TORONTO ON M5S 1S4	765,307.16
	BRON EQUITY		USD Currency 5542 SHORT ST BURNABY BC V5J 1L9	230,991.01
	BRON RELEASING INC.		USD Currency	7,400,333.24
	BRON STUDIOS INC		USD Currency	1,079,120.00
	BRON STUDIOS USA INC		USD Currency 345 N. MAPLE DRIVE, SUITE 294 Beverly Hills CA 90210	10,570,661.76
	BRUNS BRENNAN & BERRY PLLC		USD Currency 99 MADISON AVENUE, 5TH FLOOR NEW YORK NY 10016	37,500.00

Creditor Type	Name	Attention	Address	Claim $
Unsecured	CAPTIONMAX LLC		USD Currency 275 MARKET STREET MINNEAPOLIS MN 55405	752.00
	CERIDIAN SMALL BUSINESS		USD Currency 3311 E OLD SHAKOPEE RD BLOOMINGTON MN 55425	5,626.06
	CHIVAN PRODUCTIONS INC		USD Currency 1990 S Bundy Dr Los Angeles CA 90025	17,795.36
	COLOR COLLECTIVE LLC		USD Currency PO BOX 573 KAUNEONGA LAKE NY 12749	12,318.26
	CONCORD MUSIC GROUP, INC.		USD Currency 10 LEA AVENUE, SUITE 300 NASHVILLE TN 37210	4,915.00
	CORNER PIECE CAPITAL, LLC		USD Currency No address on file	1,679,009.09
	CORPORATION SERVICE COMPANY		USD Currency 251 LITTLE FALLS DRIVE WILMINGTON DE 19808-1674	20,109.50
	COURTNEY ROSEMONT		USD Currency 3212 LAUREL AVE MANHATTAN BEACH CA 90266	2,164.00
	CREATE MUSIC GROUP, INC.		USD Currency 1320 N. WILTON PLACE Los Angeles CA 90028	225.00
	CREATIVE ARTIST AGENCY		USD Currency 2000 AVENUE OF THE STARS Los Angeles CA 90067	30,000.00
	CREATIVE WEALTH MEDIA FINANCE CORP.		CAD Currency 151 BLOOR STREET WEST, SUITE 700 TORONTO ON M5S 1S4	1,575,000.00
	CREATIVE WEALTH MEDIA LENDING LP 2016		USD Currency 151 BLOOR STREET WEST, SUITE 700 TORONTO ON M5S 1S4	60,000,000.00
	CYD MUSIC LLC		USD Currency 1 W MOUNTAIN STREET PASADENA CA 91103	10,875.00
	DAEDREAM ENTERTAINMENT		USD Currency 52 ST. SILAS HEIGHTS ST. JAMES	500.00
	DIRECTOR'S CHOICE VIDEO INC.		USD Currency 6062 SHADYGLADE AVE NORTH HOLLYWOOD CA 91606	950.00
	DIVISION 16 TECHNOLOGIES LTD		CAD Currency 1337 Steeple Drive COQUITLAM BC V3E 1K3	737.73
	DMG CLEARNACES, INC		USD Currency 7900 LANCASTER PIKE HOCKESSIN DE 19707	4,000.00
	DONALDSON CALLIF PEREZ, LLP		USD Currency 5600 WEST ADAMS BOULEVARD SUITE 300 LOS ANGELES CA 90016	4,743.58
	DOWNTOWN MUSIC PUBLISHING, LLC		USD Currency FORT ANNE, 1M1 5PD DOUGLAS FO	7,500.00

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In the Matter of the Proposal of
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Creditor Type	Name	Attention	Address	Claim $
Unsecured	ELIANA SOKOLOFF-EXPENSE		USD Currency No address on file	277.93
	EMILY CONNER		USD Currency 625 BURLEIGH DR PASADENA CA 91105	8,562.50
	ENTERTAINMENT PARTNERS, LLC		USD Currency 2950 N. HOLLYWOOD WAY BURBANK CA 91505	3,593.50
	EP GLOBAL PRODUCTION SOLUTIONS, LLC		USD Currency PO BOX 741599 LOS ANGELES CA 90074-1599	20,102.00
	EP HEALTH INSURANCE SOLUTIONS, LLC		USD Currency P.O. BOX 7837 MC 0200 BURBANK CA 91510	8,300.00
	EPIC GAMES, INC		USD Currency 620 Crossroads Boulevard CARY NC 27518	12,000.00
	EVERCAST EVERCAST LLC		USD Currency 7373 E. DOUBLETREE RANCH RD SUITE 200 SCOTTSDALE AZ 85258	649.00
	FASKEN MARTINEAU DUMOULIN LLP		CAD Currency 333 Bay Street, Suite 2400 TORONTO ON M5H 2T6	278,083.25
	FILM SOLUTIONS LLC		USD Currency 1121 S FLOWER ST BURBANK CA 91502	29,776.00
	FORMAGRID. INC dba AIRTABLE		USD Currency 799 MARKET ST, FL 8 SAN FRANCISCO CA 94103	34,200.00
	FORMOSA MUSIC GROUP		USD Currency 1132 Vine Street Los Angeles CA 90038	4,641.52
	FORSTER MUSIC PUBLISHER, INC		USD Currency 5309 W DEVON AVE CHICAGO IL 60646	12,500.00
	FREDERICK GARDNER DESIGN		USD Currency 636 ANSLEY WAY ALLEN TX 75013	1,293.75
	FRONT ROW INSURANCE VANCOUVER		USD Currency 1788 W Broadway Suite 801 VANCOUVER BC V6J 1Y1	40,685.00
	GABRIELA LARA		USD Currency 11191 CORSICA COURT RANCHO CUCAMONGA CA 91730	270.00
	GDS COMMUNICATIONS		CAD Currency #304, 16469-64 AVE Surrey BC V3S 6V7	10,472.00
	GOLDCREST POST PRODUCTIONS LTD		USD Currency 799 WASHINGTON STREET NEW YORK NY 10014	114,469.50
	GOSSAMER PRODUCTIONS BC INC.		USD Currency 5542 SHORT STREET BURNABY BC V5J 1L9	33,163.62

- Creditor Mailing List -

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Creditor Type	Name	Attention	Address	Claim $
Unsecured	GREEN SPADE		CAD Currency 1752 MANCHESTER COURT COQUITLAM BC V3B 5R7	1,848.00
	GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP		USD Currency 2049 CENTURY PARK EAST, SUITE 2600 LOS ANGELES CA 90067	5,262.50
	GROOM WILKES & WRIGHT LLP		CAD Currency MEPPERSHALL RD, SG5 3PF SHILLINGTON	1,055.57
	H.W. DAILY INC		USD Currency 4057 RILEY FUZZEL RD. #500 SPRING TX 77386	15,000.00
	HERETIC FILMS MEZZANINE LOAN		USD Currency 401 N. TARRAGONA STREET PENSACOLA FL 32501	650,000.00
	HIPGNOSIS SONGS GROUP, LLC		USD Currency PO BOX 260800 ENCINO CA 91426	8,404.50
	HORSESHOE MEDIA LLC		USD Currency 5657 BELLINGHAM AVE. VALLEY VILLAGE CA 91607	120,485.99
	HOSTED ADVANTAGE		CAD Currency 100-112 6TH AVE E VANCOUVER BC V5T 1J5	17,632.84
	HUMANACARE		CAD Currency 47 Colborne St., Suite 401 TORONTO ON M5E 1P8	1,181.26
	HUNTERLITIGATION CHAMBERS		CAD Currency 2100 - 1040 West Georgia Street VANCOUVER BC V6E 4H1	20,659.05
	HYBRID STUDIO		USD Currency 7505 W. 80th St. LOS ANGELES CA 90045	10,000.00
	IMAGE PATH PRINTING SOLUTIONS INC		CAD Currency 3784 NAPIER STREET BURNABY BC V5C 3E5	2,879.15
	IRON MOUNTAIN		CAD Currency 195 SUMMERLEA ROAD BRAMPTON ON L6T 4P6	30,945.37
	JAMES BURTON		USD Currency No address on file	166.34
	JEWEL KINGDOM		USD Currency 400 N. ROXBURY DRIVE BEVERLY HILLS CA 90210	5,000.00
	JOEY IAN NOE		USD Currency 4011 ARMORY OAKS DR NASHVILLE TN 37204	10,000.00
	JOHN RAYMOND		USD Currency 5 Mason Hill Road Warren NJ 07059-6499	200,000.00
	JOSH MILLER - EXPENSE		USD Currency No address on file	1,985.56
	JRD ENTERPRISES, INC		USD Currency 12136 SHERMAN WAY N. HOLLYWOOD CA 91605	3,040.00

- Creditor Mailing List -

In the Matter of the Proposal of
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Creditor Type	Name	Attention	Address	Claim $
Unsecured	KAUFF MCGUIRE & MARGOLIS LLP		USD Currency 950 THIRD AVENUE, FOURTEENTH FLOOR NEW YORK NY 10022	1,532.50
	KEEP IT GREEN RECYCLING LTD		CAD Currency 1772 Broadway St Port Coquitlam BC V3C 2M8	183.77
	KEN BARBOZA ASSOCIATES INC		USD Currency 383 JEFFERSON AVE RAHWAY NJ 07065	1,000.00
	KESTRA FINANCIAL, INC.		USD Currency 5707 SOUTHWEST PARKWAY, BLDG 2, STE 400 AUSTIN TX 78735	4,597.41
	KILPATRICK TOWNSEND & STOCKTON, LLP		USD Currency 1100 PEACHTREE STREET NE, SUITE 2800 ATLANTA GA 30309-4528	40,982.32
	KLEVAN LONGARZO VANCE BLUMENSAADT LLP		USD Currency 10880 WILSHIRE BLVD. STE 905 LOS ANGELES CA 90024	10,000.00
	KONICA MINOLTA PREMIER FINANCE		USD Currency PO BOX 41602 PHILADELPHIA PA 19101-1602	7,136.88
	LIFE RICH CORPORATION		CAD Currency PO Box 92008 Vaughan ON L4H 3J3	6,586.97
	MAPLE PLAZA, L.P.		USD Currency 335-345 NORTH MAPLE DRIVE, Ste 294 BEVERLY HILLS CA 90210	1,260,733.81
	MARC GRAUE RECORDING STUDIOS INC.		USD Currency 3421 W BURBANK BLVD BURBANK CA 91505	4,845.00
	MATHEWS DINSDALE		CAD Currency 400 BURRARD STREET, SUITE 1950 VANCOUVER BC V6C 3A6	1,847.45
	MEDIA HOUSE CAPITAL		USD Currency 5542 SHORT ST BURNABY BC V5J 1L9	63,056.32
	MILANI PLUMBING DRAINING & HEATING		CAD Currency 5526 KINGSWAY BURNABY BC V5H 2G2	11,890.30
	MORRILARD LLC		USD Currency 413 West 53rd Street New York NY 10019	5,000.00
	MOTION PICTURE ASSC OF AMERICA		USD Currency No address on file	20,000.00
	MOXION LIMITED		USD Currency 385 QUEEN STREET, LEVEL 4, 1010 AUCKLAND	29,185.00
	MPRM, LLC		USD Currency 5055 WILSHIRE BLVD, #501 LOS ANGELES CA 90036	40,000.00
	O'MELVENY & MYERS LLP		USD Currency 1999 AVENUE OF THE STARS LOS ANGELES CA 90067-6035	104,510.00

- Creditor Mailing List -

In the Matter of the Proposal of
of the City of Burnaby, in the Province of British Columbia

Creditor Type	Name	Attention	Address	Claim $
Unsecured	OPTINET SYSTEMS INC.		CAD Currency 2140 - 853 Seaborne Avenue Port Coquitlam BC V3B 0N9	2,227.68
	PATRICK BAILEY		USD Currency 453 Sutherland Dr TORONTO ON M4G 1K6	133,226.75
	PATRICK MURRAY		USD Currency 4278 SHERMAN OAKS AVE SHERMAN OAKS CA 91403	18,000.00
	PERFORCE		USD Currency 400 1ST AVE NORTH , SUITE 200 MINNEAPOLIS MN 55401	42,075.00
	PINNACLE		CAD Currency 552 CLARKE ROAD, SUITE 318 COQUITLAM BC V3J 0A3	20,805.52
	PLATINUM FILMS		USD Currency Pinewood Studios, Pinewood Rd, SL0 0NH Iver	400,000.00
	Pod Bay Doors, Inc		USD Currency 4470 W. Sunset Blvd. Los Angeles CA 90027	600.00
	POSTMODERN COMPANY		USD Currency 2710 WALNUT STREET DENVER CO 80205	420.00
	POWERLAND COMPUTERS LTD.		USD Currency 112 E 6TH AVE #100 VANCOUVER BC V5T 1J5	1,971.50
	POWERLAND COMPUTERS LTD.		CAD Currency 112 E 6TH AVE #100 VANCOUVER BC V5T 1J5	47,736.99
	PRICEWATER HOUSE COOPERS LLP		CAD Currency 18 YORK STREET, SUITE 2600 TORONTO ON M5J0B2	338,818.00
	PRICEWATER HOUSE COOPERS LLP		USD Currency 18 YORK STREET, SUITE 2600 TORONTO ON M5J0B2	118,484.63
	PROMASTER SECURITY GROUP INC		CAD Currency 20-8236-128 Street Surrey BC V3W 4G2	588.01
	PUTNEY SWOPE MARKETING		USD Currency 2416 W VICTORY BLVD #218 BURBANK CA 91506	266,666.64
	RESERVOIR MEDIA MANAGEMENT INC		USD Currency 200 VARICK STREET, SUITE 801A NEW YORK NY 10014	13,750.00
	REVELS, INC.		USD Currency 80 MT AUBURN ST WATERTOWN MA 02472	3,000.00
	RHINO ENTERTAINMENT COMPANY		USD Currency 777 SOUTH SANTA FE AVENUE Los Angeles CA 90021	21,874.70
	ROBERTO IACHETTA		USD Currency No address on file	848,297.21
	ROBIN HOOD DIGITAL USA LLC		USD Currency No address on file	210,000.00

- Creditor Mailing List -

In the Matter of the Proposal of
of the City of Burnaby, in the Province of British Columbia

Creditor Type	Name	Attention	Address	Claim $
Unsecured	RODEY LAW		USD Currency 201 3rd St NW #2200 Albuquerque NM 87102	18,801.64
	ROSIE MENDEZ ASTUDILLO		USD Currency 826 W. GLENOAKS BL. GLENDALE CA 91202	2,500.00
	RSM CANADA LLP		CAD Currency 11 KING ST W #700 TORONTO ON M5H 4C7	6,615.00
	SAG AFTRA HEALTH PLAN		USD Currency 3601 W. OLIVE AVE. BURBANK CA 91505	4,950.00
	SGM SYSTEM		CAD Currency 1538 CLIVEDEN AVE, SUITE 168 Delta BC V3M 6J8	604.80
	SIDEFX		USD Currency 123 FRONT STREET WEST SUITE 1401 TORONTO ON M5J 2M2	5,034.40
	SONY MUSIC ENTERTAINMENT		USD Currency 25 MADISON AVENUE NEW YORK NY 10010	70,500.00
	SONY MUSIC PUBLISHING (US) LLC		USD Currency MSC 410768 NASHVILLE TN 37241-0768	95,417.50
	SOUND LOUNGE LLC		USD Currency 149 5TH Ave FL 1 NEW YORK NY 10010-6818	2,812.50
	SOUNDTRACK		USD Currency 936 BROADWAY NEW YORK NY 10010	1,012.50
	SOUTHERN MUSIC PUBLISHING CO., INC.		USD Currency 901 W. ALAMEDA AVE., SUITE 108 BURBANK CA 91506	1,362.50
	SP PLUS CORPORATION		USD Currency PO BOX 74007568 CHICAGO IL 60674-7568	4,922.30
	SPARK		CAD Currency 304-1066 HARWOOD ST VANCOUVER BC V6E 1R3	5,000.00
	SPROUT SOCIAL, INC.		USD Currency 131 S DEARBORN ST. SUTIE 700 CHICAGO IL 60603	22,108.50
	STAPLES BUSINESS CREDIT		USD Currency PO BOX 105638 ALTANT GA 30348-5638	1,163.47
	STATE OF CONNECTICUT		USD Currency PO BOX 5089 HARTFORD CT 06102-5089	8,461.61
	STEPBRIDGE STUDIOS		USD Currency 528 JOSE STREET SANTA FE NM 87501	485.00
	STIKEMAN ELLIOTT LLP		CAD Currency Suite 1700, Park Place, 666 Burrard Street Vancouver BC V6C2X8	90,854.29
	SULMEYER KUPETZ		USD Currency 333 S. Grand Avenue, Suite 3400 LOS ANGELES CA 90071	2,585.00

- Creditor Mailing List -

In the Matter of the Proposal of
of the City of Burnaby, in the Province of British Columbia

Creditor Type	Name	Attention	Address	Claim $
Unsecured	SUN LIFE ASSURANCE COMPANY OF CANADA		USD Currency PO Box 11010 Station CV Montreal QC H3C 4T9	2,799.97
	SUN LIFE ASSURANCE COMPANY OF CANADA		CAD Currency PO Box 11010 Station CV Montreal QC H3C 4T9	7,218.12
	SUNLIFE		USD Currency P.O. BOX 7247-0381 PHILADELPHIA PA 19170-0381	2,405.37
	SUNLIFE		CAD Currency P.O. BOX 7247-0381 PHILADELPHIA PA 19170-0381	21,536.72
	T ROWE PRICE RETIREMENT PLAN SERVICES		USD Currency P.O BOX 64012 BALTIMORE MD 21264-4012	1,185.00
	TELUS		CAD Currency PO BOX 7575 VANCOUVER BC V6B 8N9	520.37
	TERMINAL CITY		USD Currency 4289 Morgan Crescent West Vancouver BC V7V 2P1	764,023.73
	TFS LEASING A PROGRAM OF DE LAGE LANDEN		USD Currency FINANCIAL SERVICES PHILEDELPHIA PA 19101-1602	326.18
	THE ADMINISTRATION MP, INC		USD Currency 700 12TH AVENUE SOUTH SUITE 201 NASHVILLE TN 37203	70.00
	THE ANGELL PENSION GROUP		USD Currency 88 BOYD AVENUE EAST PROVIDENCE RI 02914	3,350.00
	THE HERTZ CORPORATION		USD Currency PO BOX 121056 DALLAS TX 75312-1056	7,696.53
	THE INDUSTRY EDGE, LLC		USD Currency PO BOX 480004 LOS ANGELES CA 90048	21,590.00
	THE WALL GROUP LONDON		USD Currency 5TH FLOOR ARUNDEL STREET BUILDING, 180 THE STRAND, WC2R 3DA LONDON	3,836.86
	THIRST FIRST		CAD Currency 13255 78TH AVENUE, SUITE 210 Surrey BC V3W 5B9	1,526.45
	TIER ONE MECHANICAL, INC		USD Currency 18414 S. SANTA FE AVE RANCHO DOMINGUEZ CA 90221	4,135.81
	TYROLIS HANDELS-GMBH		USD Currency MEILSTRABE 46, 6170 ZIRL	5,000.00
	ULTRA INTERNATIONAL MUSIC PUBLISHING, LLC		USD Currency 137 WEST 25TH ST. FL 10 NEW YORK NY 10001	600.00
	UNITED AGENTS LLP		USD Currency 12 - 26 LEXINGTON STREET, W1F 0LE LONDON	25,000.00

- Creditor Mailing List -

In the Matter of the Proposal of
of the City of Burnaby, in the Province of British Columbia

Creditor Type	Name	Attention	Address	Claim $
Unsecured	UNIVERSAL MUSIC CORPORATION		USD Currency 2100 COLORADO AVENUE SANTA MONICA CA 90404	12,503.70
	UNIVERSAL MUSIC PUBLISHING GROUP		USD Currency 7475 COLLECTIONS CENTER DRIVE CHICAGO IL 60693	10,417.50
	VISION33 CANADA INC.		CAD Currency 210 Water Street, Suite 400 St. John's NL A1C1A9	1,472.63
	WALDBERG INC. - THE REFINERY		USD Currency 15301 VENTURA BLVD, D, SUITE 300 SHERMAN OAKS CA 91403	271,504.50
	WALT DISNEY MUSIC COMPANY		USD Currency 5000 SOUTH BUENA VISTA STREET BURBANK CA 91521	112.50
	WASTE CONNECTIONS WEST INC		CAD Currency 25 FAWCETT ROAD COQUITLAM BC V3K 6V2	2,942.16
	WENDY HELLER LAW, INC		USD Currency 1800 CENTURY PARK EAST, SUITE 400 LOS ANGELES CA 90067	192.50
	WIXEN MUSIC PUBLISHING, INC		USD Currency 24025 PARK SORRENTO, SUITE 130 CALABASAS CA 91302	60,000.00
	XTATIK LIMITED		USD Currency 39 GORDON STREET PORT OF SPAIN	1,250.00
	ZAYO		CAD Currency PO BOX 9921, STN A TORONTO ON M5W 2J2	5,040.55
	ZAYO GROUP LLC		USD Currency 1821 30TH STREET, UNIT A BOULDER CO 80301	5,526.48
	ZOOM VIDEO COMMUNICATIONS INC		USD Currency PO BOX 398843 SAN FRANCISCO CA 94139-8843	20,369.44

Appendix "6"

Sale and Investment Solicitation Procedures

SALES AND INVESTMENT SOLICITATION PROCESS
BRON GROUP OF COMPANIES

INTRODUCTION

1. On July 19, 2023, BRON Media Holdings USA Inc., BRON Media Corp., BRON Media Holdings Intl. Corp. and their direct and indirect subsidiaries identified on Schedule "A" hereto (collectively, the "**Petitioners**" and, together with the Non-Petitioner Entities, "**BRON**") obtained an Initial Order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**") from the Supreme Court of British Columbia (the "**CCAA Court**"). The Petitioners' proceedings under the CCAA are referred to herein as the "**CCAA Proceedings**".

2. Pursuant to the Initial Order, Grant Thornton Limited was appointed as monitor (in such capacity, the "**Monitor**") of the Petitioners in the CCAA Proceedings.

3. Pursuant to proceedings (the "**Chapter 15 Proceedings**", and together with the CCAA Proceedings, the "**Insolvency Proceedings**") commenced in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "**US Bankruptcy Court**", and together with the CCAA Court, the "**Insolvency Courts**") under Chapter 15, Title 11, of the United States Code (the "**US Bankruptcy Code**"), the Petitioners obtained, among other things, recognition of the CCAA Proceedings.

4. Creative Wealth Media Lending LP 2016 (the "**Lender**") has agreed to provide certain interim financing to the Petitioners during the Insolvency Proceedings pursuant to, and in accordance with, a DIP Loan Agreement dated July 18, 2023 between the Lender and the Petitioners and approved by the CCAA Court (the "**DIP Loan**").

5. Pursuant to the Order of the CCAA Court dated July 27, 2023 (the "**SISP Order**"**)**, the CCAA Court approved the sale and investment solicitation process set out herein (the "**SISP**"). Capitalized terms used herein are as defined in the SISP Order unless defined otherwise herein.

SISP OVERVIEW

6. The purpose of the SISP is to solicit interest in one or more or any combination of (1) 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 (2) a sale of all, substantially all or one or more components of BRON's assets (the "**Property**") and / or business operations of BRON (the "**Business**") as a going concern or otherwise.

7. The SISP describes the manner in which individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations or other entities (each, a "**Person**") may gain access to or continue to have access to due diligence materials concerning the Petitioners, the Property and the Business, how bids involving the Petitioners, the Property or the Business will be submitted to and dealt with by the

Petitioners and Monitor and how Court approval will be obtained in respect of any Transaction (as defined below).

8. As described below, the various deadlines herein may be extended by the Monitor and the Petitioners, with the consent of the Lender in its sole discretion. The Monitor will consider extending the various deadlines herein in the event that the Monitor determines that such an extension will generally benefit the Petitioners' creditors and other stakeholders.

"AS IS, WHERE IS" BASIS

9. Any transaction involving the Petitioners, the Property or the Business (in each case, a "**Transaction**") will be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Monitor, the Petitioners, BRON or any of their respective agents, estates, advisors, professionals or otherwise, except to the extent expressly set forth in the relevant Final Agreement (as defined herein).

SISP TIMELINE

The SISP shall commence on July 28, 2023. The table below sets out subsequent key deadlines in the SISP that interested parties should note:

Milestone	Date
Distribution of a notice regarding the SISP	By no later than 5:00 p.m. (Pacific Daylight Time) on August 1, 2023
Distribution of the Teaser Letter and Confidentiality Agreement (each as defined below)	By no later than 5:00 p.m. (Pacific Daylight Time) on August 1, 2023
Preparation of Confidential Information Memorandum and Virtual Data Room to be accessed by Potential Bidders (as defined below)	By no later than 5:00 p.m. (Pacific Daylight Time) on August 7, 2023
LOI Submission Deadline	By no later than 5:00 p.m. (Pacific Daylight Time) on August 28, 2023
Final Bid Submission Deadline	By no later than 5:00 p.m. (Pacific Daylight Time) on September 8, 2023
Approval Order (as defined below)	As soon as practical after selection of Winning Bid(s)

	and the execution of the Final Agreement (both as defined below)
Closing Date(s)	As soon as practical after receipt of Approval Order

THE SISP PROCESS

A. Initial Solicitation of Interest

10. The Monitor, and the Petitioners (with the consent of the Monitor and on such terms as the Monitor deems advisable), may contact any Person to solicit expressions of interest in a Transaction either before or after the granting of the SISP Order.

11. As soon as reasonably practicable after the granting of the SISP Order and in any event by no later than 5:00 p.m. (Pacific Daylight Time) on August 1, 2023, the Monitor will arrange to have a notice regarding the SISP, in a form satisfactory to and previously approved by the Petitioners, the Monitor and the Lender, to be published in the next available issue of the Globe and Mail (National Edition) or such other national daily or industry publications acceptable to the Petitioners, the Lender and the Monitor.

12. As soon as reasonably practicable after the granting of the SISP Order and in any event by no later than 5:00 p.m. (Pacific Daylight Time) on July 31, 2023, in consultation with the Petitioners and the Lender, the Monitor will prepare a list of potential bidders (the "**Known Potential Bidders**") who may have interest in a Transaction. Such list will include both strategic and financial parties who may be interested in acquiring an interest in the Petitioners and/or their assets pursuant to an asset purchase transaction (an "**Asset Bid**"), a restructuring of the debt, share or capital structure of the Petitioners (a "**Restructuring Bid**") or some combination of an Asset Bid and a Restructuring Bid (such combination bid, a "**Hybrid Bid**"). Concurrently, the Monitor, in consultation with the Lender, will prepare an initial offering summary (the "**Teaser Letter**") notifying the Known Potential Bidders of the SISP and inviting the Known Potential Bidders to express interest in making an Asset Bid, Restructuring Bid or Hybrid Bid (each, a "**SISP Bid**").

13. By no later than 5:00 p.m. (Pacific Daylight Time) on August 1, 2023, the Monitor shall distribute to the Known Potential Bidders and any other interested Persons the Teaser Letter, as well as a draft form of confidentiality agreement (the "**Confidentiality Agreement**") that shall inure to the benefit of the Person or Persons who make the Winning Bid pursuant to the SISP. Copies of the Teaser Letter and Confidentiality Agreement shall be provided to any appropriate Persons who become known to the Monitor, or Petitioners after the initial distribution of such documents.

14. Any Person (a) who executes a Confidentiality Agreement in form and substance satisfactory to the Petitioners and the Monitor, and (b) whom the Monitor is satisfied has

the financial capabilities and technical expertise to make a viable SISP Bid, shall be deemed to be a potential bidder (each, a "**Potential Bidder**").

B. Due Diligence

15. The Monitor will prepare a confidential information memorandum ("**CIM**") by no later than 5:00 p.m. (Pacific Daylight Time) on August 7, 2023, describing the opportunity to make a SISP Bid and shall deliver the CIM to each Potential Bidder as soon as practicable after such Person is deemed to be a Potential Bidder in accordance with the SISP.

16. The Monitor shall provide each Potential Bidder with information, including access to an electronic data room established by the Monitor by no later than 5:00 p.m. (Pacific Daylight Time) on August 7, 2023 (the "**Data Room**"), that the Monitor determines to be necessary for the Potential Bidder to evaluate a transaction involving a SISP Bid.

C. LOI Process

17. Any Potential Bidder who wishes to submit a SISP Bid must deliver a written, non-binding letter of intent (each, a "**LOI**") to the Monitor at the address specified in and in accordance with Schedule "B" hereto so as to be received by the Monitor no later than 5:00 p.m. (Pacific Daylight Time) on August 28, 2023, or such other date or time as the Monitor and the Petitioners may determine with the approval of the Lender (the "**LOI Deadline**"). The Monitor shall forthwith provide copies of any LOIs received to the Petitioners and the Lender.

18. Following the LOI Deadline, all LOIs shall be reviewed by the Petitioners, in consultation with the Monitor and the Lender.

19. An LOI shall be a qualified LOI (each, a "**Qualified LOI**") provided that it contains:

(a) a specific indication of the anticipated sources of capital for such Potential Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit support or enhancement that will allow the Monitor and its legal advisors, to make, in their reasonable business or professional judgment, a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a SISP Bid;

(b) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect owners of the Potential Bidder and their principals;

(c) an indication of whether the Potential Bidder wishes to tender (i) an Asset Bid; (ii) a Restructuring Bid; or (iii) a Hybrid Bid;

(d) in the case of an Asset Bid, it identifies:

(i) the purchase price range (including liabilities to be assumed by the Potential Bidder);

(ii) whether the Asset Bid is *en bloc,* the Property included, any of the Property expected to be excluded, and/or any additional assets desired to be included in the transaction;

(iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the purchase price, preliminary evidence of the availability of such financing and the steps necessary and associated timing to obtain the financing and consummate the proposed transaction and any related contingencies, as applicable);

(iv) the proposed treatment of employees of the Petitioners;

(v) the proposed treatment of any leases and other material contracts;

(vi) any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;

(vii) any additional due diligence required or desired to be conducted by the Potential Bidder, if any;

(viii) any conditions to closing that the Potential Bidder may wish to impose; and

(ix) any other terms or conditions of the Asset Bid which the Potential Bidder believes are material to the transaction;

(e) in the case of a Restructuring Bid, it identifies:

(i) the aggregate amount of the equity and debt investment, including liabilities to be assumed by the Potential Bidder (including the sources of such capital, preliminary evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable) to be made in the Petitioners;

(ii) the underlying assumptions regarding the *proforma* capital structure (including, the anticipated debt levels, debt service fees, interest and amortization);

(iii) the consideration to be allocated to the stakeholders including claims of any secured or unsecured creditors of the Petitioners and the proposed treatment of employees;

(iv) the structure and financing of the transaction including all requisite financial assurance;

(v) any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals;

(vi) any additional due diligence required or desired to be conducted by the Potential Bidder, if any;

(vii) any conditions to closing that the Potential Bidder may wish to impose; and

(viii) any other terms or conditions of the Restructuring Bid which the Potential Bidder believes are material to the transaction;

(f) in the case of a Hybrid Bid, all of the information contained in subparagraphs (a) through (e) above, as applicable; and

(g) such other information as may be requested by the Monitor.

20. Any Potential Bidder who submits a Qualified LOI on or before the LOI Deadline shall be designated a "**Qualified Bidder**".

21. The Monitor may, in consultation with the Petitioners and the Lender, waive strict compliance with one or more of the requirements specified above and deem any LOI to be a Qualified LOI, notwithstanding any noncompliance with the terms and conditions of the SISP. The Monitor shall advise each Potential Bidder designated a Qualified Bidder that it has submitted a Qualified LOI as soon as practical after the LOI Deadline.

22. In the event that no Person submits an LOI, or that no LOI qualifies as or is deemed to qualify as a Qualified LOI, or that no LOI is deemed commercially reasonable to the Petitioners, and the Monitor, the Petitioners may, with the prior written consent of the Monitor and the Lender, terminate the SISP. If no Qualified LOIs are received by the LOI Deadline, the Petitioners may, in consultation with the Monitor and the Lender, consider other forms of bids for the Property and the Business. At any time during the SISP, the Petitioners, may, with the prior written consent of the Monitor and the Lender, determine that any bid is a Winning Bid and seek Approval Orders in respect of such Winning Bid(s) from the Insolvency Courts.

D. Final Bid Process

23. The Monitor may invite Qualified Bidders to conduct additional due diligence or otherwise make available to Qualified Bidders additional information not posted in the Data Room, and arrange for inspections and site visits at the Petitioners' premises, as determined by the Monitor. The Data Room will include, among other things, a form of purchase agreement for use by Qualified Bidders.

24. Any Qualified Bidder may submit an Asset Bid, a Restructuring Bid or a Hybrid Bid (each, a "**Final Bid**") to the Monitor at the address specified in Schedule "B" hereto on or before 5:00 p.m. (Pacific Daylight Time) on September 8, 2023, or such later time and date that the Petitioners may determine, with the prior written consent of the Monitor and the Lender (the "**Final Bid Deadline**"). The Monitor shall forthwith provide copies of any Final Bids received to the Petitioners and the Lender.

25. Final Bids shall be reviewed by the Monitor, the Petitioners and the Lender.

26. A Final Bid submitted as an Asset Bid shall be a "**Qualified Asset Bid**" in the event that:

(a) it includes a letter stating that the Asset Bid is irrevocable until the earlier of (i) the approval by the Insolvency Courts, and (ii) forty-five (45) days following the Final Bid Deadline; provided, however, that if such Asset Bid is selected as the Winning Bid or the Backup Bid (as defined below), it shall remain irrevocable until the closing of the Winning Bid or the Backup Bid, as the case may be;

(b) it includes a duly authorized and executed purchase and sale agreement specifying all consideration payable, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules thereto;

(c) it does not include any request or entitlement to any break fee, expense reimbursement or similar type of payment;

(d) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor to allow the Monitor to make a reasonable determination as to the Qualified Bidders (and its direct and indirect owners and their principals) financial and other capabilities to consummate the transaction contemplated by the Asset Bid;

(e) it is not conditional on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Asset Bid;

(f) it is not conditional upon any governmental or regulatory approval;

(g) it fully discloses the identity of each Person that is bidding or otherwise that will be sponsoring or participating in the Asset Bid, including the identification of the bidder's direct and indirect owners and their principals, and the complete terms of any such participation;

(h) it is accompanied by a refundable cash deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Monitor), in an amount equal to ten percent (10%) of the consideration to be paid in respect of the Asset Bid, to be held and dealt with in accordance with the SISP;

(i) it contains an allocation of the consideration payable;

(j) it includes a closing date of no later than October 6, 2023, subject to the Approval Order having been obtained, and the ability of the closing date to be extended pursuant to a Closing Extension (as defined below);

(k) it contains other information requested by the Petitioners, the Monitor or the Lender; and

(l) it is received by no later than the Final Bid Deadline.

27. A Final Bid submitted as a Restructuring Bid shall be a "**Qualified Restructuring Bid**" in the event that:

(a) it includes definitive documentation, duly authorized and executed by the Qualified Bidder, setting out the terms and conditions of the proposed transaction, including the aggregate amount of the proposed equity and debt investment, assumption of debt if any, and details regarding the proposed equity and debt structure of the Petitioners following completion of the proposed transaction;

(b) it includes a letter stating that the Restructuring Bid is irrevocable until the earlier of (i) the approval by the Insolvency Courts, and (ii) forty five (45) days following the Final Bid Deadline; provided, however, that if such Restructuring Bid is selected as the Winning Bid or the Backup Bid, it shall remain irrevocable until the closing of the Winning Bid or the Backup Bid, as the case may be;

(c) it does not include any request or entitlement to any break fee, expense reimbursement or similar type of payment;

(d) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor to allow the Monitor to make a reasonable determination as to the Qualified Bidder's (and its direct and indirect owners and their principals) financial and other capabilities to consummate the transaction contemplated by the Restructuring Bid;

(e) it is not conditional on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Restructuring Bid;

(f) it is not conditional upon any governmental or regulatory approval;

(g) it fully discloses the identity of each Person that is bidding or otherwise that will be sponsoring or participating in the Restructuring Bid, including the identification of the Qualified Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;

(h) it is accompanied by a refundable Deposit in the form of a wire transfer (payable to a trust account specified by the Monitor) in an amount equal to ten percent (10%) of the consideration to be paid pursuant to the Restructuring Bid, to be held and dealt with in accordance with the SISP;

(i) it contains an allocation of the consideration payable;

(j) it includes a closing date of no later than October 6, 2023, subject to the Approval Order having been obtained and the ability of the closing date to be extended pursuant to a Closing Extension;

(k) it contains other information requested by the Petitioners, the Monitor or the Lender; and

(l) it is received by no later than the Final Bid Deadline.

28. A Hybrid Bid submitted by the Final Bid Deadline will be considered a "**Qualified Hybrid Bid**" if it is in substantial compliance with conditions enumerated in paragraphs 26 and 27 of the SISP, as determined by the Monitor.

29. All Qualified Asset Bids, Qualified Restructuring Bids and Qualified Hybrid Bids shall constitute "**Qualified Final Bids**"; provided, however, that, unless otherwise consented to by the Lender, no Qualified Asset Bids, Qualified Restructuring Bids and Qualified Hybrid Bids shall constitute Qualified Final Bids if they do not provide for the indefeasible payment in full of all amounts owing to the Lender under the DIP Loan. The Monitor may, in consultation with the Petitioners and the Lender, waive strict compliance with one or more of the requirements specified in paragraphs 26 and 27 of the SISP and deem any Final Bid(s) to be a Qualified Final Bid notwithstanding any non-compliance with the terms and conditions of the SISP.

E. Selection of Winning Bid

30. The Monitor, in consultation with the Petitioners and the Lender, shall review all Qualified Final Bids and select (i) one or more highest, best or otherwise most favourable bids (each, a "**Winning Bid**"), and (ii) the next highest, best or otherwise most favourable Qualified Bid (each, a "**Backup Bid**"). Subject to the prior written consent of the Monitor and the Lender, the Petitioners may enter into a definitive agreement or agreements (each a "**Final Agreement**") with the Person or Persons who submitted the Winning Bid(s) on or before 5:00 p.m. (Pacific Daylight Time) on Friday, September 15, 2023, or such later time and date that the Monitor may determine, in consultation with the Lender (the "**Final Agreement Deadline**").

31. Any Qualified Bidder that makes a Winning Bid shall be a "**Successful Bidder**" and any Qualified Bidder that makes a Backup Bid shall be a "**Backup Bidder**". The Monitor will notify each Successful Bidder and Backup Bidder as soon as reasonably practical of the Final Agreement and the Backup Bid shall remain open until the consummation of the transaction contemplated by the Winning Bid (and, for greater certainty, the Monitor shall be entitled to continue to hold the Deposit in respect of the Backup Bid until such time as the transaction contemplated by the Winning Bid is consummated).

32. In the event that (a) no Qualified Bidder submits or is deemed to have submitted a Qualified Final Bid, (b) the Petitioners, with the prior written consent of the Monitor and the Lender, determine that none of the Qualified Final Bids should be accepted, or (c) that a Final Agreement has not been entered into before the Final Agreement Deadline, the SISP shall terminate.

33. The highest Qualified Final Bid may not necessarily be accepted by the Petitioners. The Petitioners, with the prior written consent of the Monitor and the Lender, reserve the right not to accept any Qualified Final Bid or to otherwise terminate the SISP. The Petitioners, with the prior written consent of the Monitor and the Lender, further reserve the right to deal with one or more Qualified Bidders to the exclusion of other Persons, to accept a Qualified Final Bid or Qualified Final Bids for some or all of the Property, the Petitioners or the Business, to accept multiple Qualified Final Bids and enter into multiple Final Agreements.

F. Credit Bidding

34. The Lender, any of the Lender's affiliates, or other secured creditors of a Petitioner (each, a "**Secured Party**") shall be entitled to submit an offer in the form of a Final Bid pursuant to which the consideration offered includes an exchange for, and in full and final satisfaction of, all or a portion of such secured creditor's secured claim against one or more of the Petitioners (a "**Credit Bid**"), provided that (i) the secured claim portion of such Credit Bid cannot exceed the aggregate value of the Secured Party's secured claim; and (ii) such Credit Bid must include at least sufficient cash consideration to satisfy any priority payment required to be paid that ranks ahead of such Secured Party's secured claim or otherwise assume or satisfy such obligations. For greater certainty, a Secured Party that wishes to make a Credit Bid shall also be required to submit an LOI in accordance with the terms and deadlines set out herein.

35. A Secured Party may only make a Credit Bid in relation to the Property subject to such Secured Party's security (in each case, the "**Encumbered Assets**"). To the extent that a Secured Party wishes to submit a Final Bid for Property that does not form part of the Encumbered Assets (the "**Unencumbered Assets**"), such Secured Party shall specify a cash purchase price allocated to the Unencumbered Assets while making a Credit Bid for the Encumbered Assets that are included in such Final Bid.

36. Notwithstanding any other provision of the SISP, the Lender shall not be entitled to: (i) receive copies of any LOIs received by the LOI Deadline in the event that the Lender elects to submit an LOI; and (ii) receive copies of any Final Bids received by the Final

Bid Deadline nor consultation with respect to the selection of the Winning Bid or the Backup Bid in the event that the Lender elects to submit a Final Bid.

37. Notwithstanding any other provision of the SISP, the Monitor may take protective or other measures to limit access to LOIs, Final Bids or the identity of Qualified Bidders to any Secured Party to protect the integrity of the SISP in the event any such Secured Party makes or expresses an intention to submit an LOI or Final Bid, as applicable.

APPROVAL ORDERS

38. In the event that the Petitioners enter into a Final Agreement, as soon as reasonably practicable, the Petitioners shall apply for orders (the "**Approval Orders**") from the Insolvency Courts, in form and substance, satisfactory to the Monitor and the Petitioners, approving the transaction contemplated by the Winning Bid and any necessary related relief required to consummate the transaction contemplated by the Winning Bid, subject to the terms of the Final Agreement.

39. The Petitioners may also concurrently obtain relief approving the transaction contemplated by the Backup Bid and any necessary related relief required to consummate the transaction contemplated by the Backup Bid.

CLOSING

40. Closing of the transactions contemplated in any Final Agreement shall occur as soon as reasonably practical after the granting of the Approval Order(s), but in any event, no later than October 6, 2023 or as may be extended with the approval of the Monitor and the Lender (which extension shall be referred to as a "**Closing Extension**").

DEPOSITS

41. All Deposits paid pursuant to the SISP shall be held in trust by the Monitor. The Monitor shall hold Deposits paid by each of the Winning Bidder and the Backup Bidder in accordance with the terms outlined in the SISP. In the event that a Deposit is paid pursuant to the SISP and the Petitioners elect not to proceed to negotiate and settle the terms and conditions of a definitive agreement with the Person that paid such Deposit, the Monitor shall return the Deposit and any interest accrued thereon to that Person.

42. In the event that either of the Successful Bidder or the Backup Bidder default in the payment or performance of any obligations owed to the Petitioners or the Monitor pursuant to any Final Agreement the Deposit paid by the Winning Bidder or the Backup Bidder, as applicable, shall be forfeited to such party as liquidated damages and not as a penalty.

GENERAL

43. Subject to approval of the Monitor and the Lender, the Petitioners may at any time prior to the Final Bid Deadline apply to the Insolvency Courts for approval to accept a "stalking horse" bid in the SISP.

SCHEDULE "A"

BRON GROUP OF COMPANIES	
Canadian Debtors	BRON Animation Inc. (British Columbia) BRON Creative Corp. (Ontario) BRON Developments Inc. (British Columbia) BRON Media Corp. (British Columbia) BRON Media Holdings Intl. Corp. (British Columbia) BRON Media Holdings USA Inc. (British Columbia) BRON Releasing Inc. (British Columbia) BRON Studios Inc. (British Columbia) BRON Ventures 1 (Canada) Corp (British Columbia) Canadian Production HoldCos & ProdCos[1]
U.S. Debtors	BRON Creative USA Corp. (Nevada) BRON Digital USA, LLC (Delaware) BRON Life USA Inc. (Delaware) BRON Media Holdings USA Corp. (Delaware) BRON Releasing USA Inc. (Delaware) BRON Studios USA Inc. (Nevada) BRON Ventures 1 LLC (Delaware) BRON Studios USA Developments Inc. (Nevada) US Production HoldCos & ProdCos[2] Welcome to Me, LLC (California)
UK Debtors	BRON Studios UK Ltd. (England and Wales) BRON Releasing UK Ltd. (England and Wales) CMA Productions UK Ltd. (England and Wales) In Good Company Holdings Ltd. (England and Wales) Kid Unknown Holdings Ltd (fka Hunaman Holdings Ltd.) (England and Wales) Neon Club Productions, Ltd. (England and Wales) Shadowplay Series Holdings UK Limited (England and Wales) TDBB Holdings UK Ltd. (England and Wales) Townsend Series Holdings UK Ltd. (England and Wales)

1 BRON Everest Productions Inc., Fables Productions BC Inc., Gossamer Productions BC Inc., Hench 2 BC Productions Inc., Henchmen Productions Inc., Robin Hood Digital PC BC Inc., and Windor Productions BC Inc.

2 Bakhorma, LLC (Washington), Drunk Parents, LLC (New York), Fables Holdings USA, LLC (Delaware), Fables Productions USA Inc. (Delaware), Gossamer Holdings USA, LLC (Delaware), Gossamer Productions USA Inc. (Delaware), Harry Haft Productions, Inc. (New York), Heavyweight Holdings, LLC, previously Harry Haft Films, LLC (Delaware), I Am Pink Productions, LLC (Delaware), Lucite Desk, LLC (Delaware), National Anthem Holdings, LLC (f. k. a. BCDC Holdings, LLC) (Delaware), National Anthem ProdCo Inc. (New Mexico), Oakland Pictures Holdings, LLC (Delaware), Pathway Productions, LLC (Delaware), Robin Hood Digital PC USA Inc. (Delaware), Robin Hood Digital USA, LLC (Delaware), Solitary Holdings USA, LLC (Delaware), and Surrounded Holdings USA LLC (Delaware).

BRON GROUP OF COMPANIES	
	Townsend Series Holdings UK Ltd. (England and Wales) Townsend Series Productions UK Ltd. (Grey Door Film Productions Ltd) (England and Wales)
Other Non Petitioner Entities	Front Runner Productions, Inc. BRON Creative MG1, LLC BRON Creative WB 1, LLC BRON Labs LLC A Single Shot Movie, LLLP Blackhand Developments Inc. Blackhand Pictures, LLC BRON Next Film Production, LLC (BRON Life, LLC) BRON Pictures Holdings, LLC BRON Subnation Slate 1, LLC Rideg Film Holdings, LLC Brown Amy, LLC Driftless Area, LLC Drunk Parents Production Services Inc. Erostratus LA, LLC Erostratus, LLC Fonzo Production Services Inc. Fonzo, LLC Front Runner, LLC Green Moon Inc. Harmon Films, LLC Harmon Monster Films, Inc. I Saw The Light Movie, LLC I Saw The Light, LLC Layover LLC Mad Solar Productions, LLC Master Cleanse, LLC Meadowland Movie, LLC Meadowland Production Services Inc. My Abandonment LLC My Abandonment Production Services Inc. Needle In A Timestack, LLC October Series Holdings, LLC Pangea Cup Holdings, LLC Pangea Cup Productions Inc. Para Productions, LLC Phil Productions, LLC Red Sea LLC Red Sea Productions Inc. Savant Developments Inc.

BRON GROUP OF COMPANIES	
	Summerland Holdings, LLC The Good Nurse Films, LLC The Realm Productions USA LLC TMF Productions, LLC Tully Productions, LLC Tumbledown, LLC TWWMD Holdings, LLC TWWMD Productions, Inc. Villains Pictures, LLC Villains Production Services, Inc. Wonder Book Holdings USA, LLC BRON Charitable Foundation, Inc. Hercules BRON Creative Partnership

SCHEDULE "B"

Addresses for Deliveries

Any notice or other delivery made to the Monitor pursuant to the SISP shall be made to:

GRANT THORNTON LIMITED
Suite 1600 - 333 Seymour Street
Vancouver BC V6B 0A4
Attention: Mark Wentzell/James Saxton/Eric Jamieson
Email: Mark.Wentzell@ca.gt.com / james.saxton@ca.gt.com /
Eric.Jamieson@ca.gt.com

with a copy to:

CASSELS BROCK & BLACKWELL LLP
Suite 2200, HSBC Building
885 West Georgia Street
Vancouver, BC V6C 3E8

Attention: John Birch/Forrest Finn
Email: jbirch@cassels.com / ffinn@cassels.com

Deliveries pursuant to the SISP by email or by facsimile shall be deemed to be received when sent. In all other instances, deliveries made pursuant to the SISP shall be deemed to be received when delivered to the relevant address, as identified above.