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March 28, 2024

**VIA OVERNIGHT DELIVERY
AND ELECTRONIC MAIL**

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**RE: *WV Partners LLC v. Hudson Private Corp.*, Index No. 654392/2023, Supreme Court of the State of New York, County of New York
Order of Attachment for Hudson Private Corp.**

Dear Sirs:

This firm represents WV Partners LLC, also known as West Ventures LLC ("West Ventures"), in the above-referenced action (the "New York Action") filed by West Ventures against Hudson Private Corp. ("Hudson"). I write to notify you of the enclosed *Order of Attachment* entered against Hudson by the Commercial Division of the Supreme Court of the State of New York, County of New York (the "State Court").

Upon information and belief, Hudson is a party to Collection Account Management Agreements ("CAMAs"), Term Sheets, Participation Agreements, and/or other agreements (collectively, the "Agreements") with BRON Media Corp. and/or related entities (collectively, "BRON" or the "Petitioners") that commenced proceedings (the "CCAA Proceedings") before the Supreme Court of British Columbia (the "Canadian Court") pursuant to the *Companies' Creditors*

Arrangement Act (the "CCAA"). The Agreements, as well as associated assets and liabilities, appear to have been transferred to Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd. (the "Purchaser"). Should the Purchaser be in possession or control of property in which Hudson has an interest or owe a debt to Hudson, then it must comply with the Order of Attachment entered in the New York Action.

The New York Action arises out of the two enclosed funding agreements (collectively, the "Funding Agreements") entered into between West Ventures and Hudson, whereby West Ventures agreed to fund Hudson's investments in motion picture productions. Pursuant to each Funding Agreement, West Ventures extended financing in the amount of $5 million to Hudson in connection with the production of the two movies, for a total of $10 million. The first Funding Agreement was entered into in connection with the movie titled *Bombshell*, and the second in connection with the movie titled *Ghostbusters: Afterlife*.[1] Hudson has failed to repay West Ventures pursuant to the terms of the Funding Agreements and owes West Ventures the sum of $14,144,154.10 as of August 31, 2023, plus unpaid interest thereon.

On February 28, 2024, the State Court entered the Order of Attachment,[2] which provides, in pertinent part, that:

- The Order of Attachment is granted pursuant to section 6201(3) of the New York Civil Practice Law and Rules ("NY CPLR") against Hudson.
- The amount secured by the Order of Attachment is the sum of $14,144,154.10 as of August 31, 2023, plus unpaid interest thereon (the "Funds"), costs, and sheriff's fees and expenses.
- All persons served with the Order of Attachment shall be and hereby are forbidden to make or suffer any sale, assignment or transfer of, or any interference with the Funds, or pay over or otherwise dispose of any such debt, to any person other than the sheriff, except upon direction of the sheriff or pursuant to a court order.
- All garnishees upon whom a copy of the Order of Attachment is served are directed to serve the statement required by section 6219 of the NY CPLR, by hand or overnight delivery upon the sheriff and counsel for West Ventures, Robert Kirshenberg, Esq., One Vanderbilt Avenue, New York, NY 10017, within five (5) days after levy.

The Order of Attachment further provides that garnishees are forbidden to make or suffer any sale, assignment or transfer of, or any interference with the Funds, or pay over or otherwise dispose of any such debt, to any person other than the sheriff, except upon direction of the sheriff or pursuant to a court order.

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[1] Upon information and belief, Hudson and BRON entered into financing and security agreements related to these movies.

[2] On March 18, 2024, West Ventures filed the *Notice of Filing of Order of Attachment for Creditor Hudson Private Corp.* in the chapter 15 proceedings commenced in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") by BRON in its capacity as the Canadian court-appointed and authorized foreign representative (the "Foreign Representative") for the jointly administered debtors that are Petitioners of the CCAA Proceedings.

On March 11, 2024, Grant Thornton Limited, the court-appointed monitor (the "Monitor") for the Petitioners in the CCAA Proceedings, filed the *Monitor's Certificate (CWML Transaction)* (the "Monitor's Certificate") pursuant to the *Approval and Vesting Order (CW Lending)* (the "Approval and Vesting Order") entered by the Canadian Court in the CCAA Proceedings. As set forth in the Approval and Vesting Order, the Canadian Court approved the sale transaction contemplated by the *Amended and Restated Agreement of Purchase and Sale* dated January 10, 2024 (the "Sale Agreement")[3] among the Vendors and the Purchaser. The Approval and Vesting Order further provides that, upon the filing of the Monitor's Certificate, all of the right, title and interest of the Vendors in and to the Purchased Assets shall vest in the Purchaser (or any Permitted Assignee).[4]

According to the Sale Agreement, *Ghostbusters* and *Bombshell* are Projects listed as Purchased Assets that were acquired by the Purchaser. In addition, the Sale Agreement provides that the Purchaser acquired existing contracts, including CAMAs, and assumed related liabilities thereunder. These contracts may include the Agreements with Hudson. As such, the Purchaser may be responsible to pay funds to Hudson.

Please be advised that, in acquiring the Purchased Assets and Agreements from the Vendors, the Purchaser most likely is in possession or control of property in which Hudson has an interest or owes a debt to Hudson, and, therefore, it must comply with the Order of Attachment entered in the NY Action.

Please contact me should you have any questions. Thank you.

Best regards,

Alison Elko Franklin

Alison Elko Franklin
Shareholder

Enclosures

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[3] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Sale Agreement.

[4] According to the Monitor's Certificate, the Petitioners and the Purchaser have each delivered written notice to the Monitor that all conditions to Closing under the Sale Agreement have either been satisfied and/or waived by both the Purchaser and the Vendors (with respect to the conditions set forth in sections 7.1(a) to 7.1(i) of the Sale Agreement) or each of the Purchaser, the Vendors and Access Road Capital LLC (with respect to the conditions set forth in section 7.1 (j) of the Sale Agreement), as applicable. The Monitor's Certificate also provides that the transactions contemplated by the Sale Agreement have been implemented.

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