This is the 2nd affidavit of
Joanne Austen in this case and was
made on November 1, 2023

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AFFIDAVIT

I, Joanne Austen, of 3500 – 1133 Melville Street, Vancouver, British Columbia, Legal Administrative Assistant, SWEAR THAT:

1. I am a legal assistant at Blake, Cassels & Graydon LLP ("**Blakes**"), the solicitors for Access Road Capital, LLC, a respondent in this proceeding, and as such I have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify in which case I believe that both the information from the informant and the resulting statement are true.

2. Attached and marked as **Exhibit "A"** are copies of the following UCC Financing Statements and PPSA Registry Search Results:

   (a) UCC Financing Statement for Bakhorma, LLC, showing a date of filing of June 3, 2020.

   (b) Personal Property Registry Search Results for Bron Studios Inc., with a base registration date of December 1, 2020.

(c) UCC Financing Statement for Bron Studios USA, Inc., showing a date of filing of June 4, 2020.

(d) Personal Property Registry Search Results for Bron Ventures 1 (Canada) Corp, with a base registration date of June 2, 2020.

(e) UCC Financing Statement for Bron Ventures 1, LLC, showing a date of filing of June 2, 2020.

(f) UCC Financing Statement for Bron Ventures 1, LLC, showing a date of filing of June 2, 2020.

(g) Personal Property Registry Search Results for Bron Animation Inc., with a base registration date of June 2, 2020.

(h) UCC Financing Statement for Heavyweight Holdings, LLC, showing a date of filing of June 2, 2020.

(i) Personal Property Registry Search Results for Henchman Productions Inc., with a base registration date of June 2, 2020.

(j) Personal Property Registry Search Results for Windor Productions BC Inc., with a base registration date of December 1, 2020.

(k) UCC Financing Statement for Bron Media Holdings USA, Corp., showing a date of filing of June 2, 2020.

3. Attached and marked as **Exhibit "B"** are copies of the following UCC Financing Statements:

(a) UCC Financing Statement for Brown Amy, LLC, showing a date of filing of June 4, 2020.

(b) UCC Financing Statement for Fonzo, LLC, showing a date of filing of June 4, 2020.

(c) UCC Financing Statement for Needle in a Timestack, LLC, showing a date of filing of June 2, 2020.

(d) UCC Financing Statement for Para Productions, LLC, showing a date of filing of June 4, 2020.

(e) UCC Financing Statement for TWWMD Holdings, LLC, showing a date of filing of June 2, 2020.

(f) UCC Financing Statement for Para Productions, LLC, showing a date of filing of June 4, 2020.

(g) UCC Financing Statement for Villains Pictures, LLC, showing a date of filing of June 4, 2020.

4. Attached and marked as **Exhibit "C"** is a copy of an Irrevocable Payment Instruction Letter from Bron Studios USA Inc. to Freeway Cam B.V., dated August 5, 2021, and a Notice of Irrevocable Authority dated August 4, 2021 signed by TWWMD Holdings, LLC.

5. Attached and marked as **Exhibit "D"** are copies of the following Forbearance Agreements:

(a) Forbearance Agreement between Bron Ventures 1, LLC and Bron Ventures 1 (Canada) Corp., as borrowers, and Access Road Capital LLC, as lender, dated June 10, 2021, as acknowledged and consented to by Bron Media Corp., Bron Studios USA, Inc., Bron Media Holdings USA Corp., Bron Media Holdings USA Inc., Bron Animation, Inc., Bron Studios UK Ltd., Shadow Play Series Holdings UK Ltd., and TWWMD Holdings, LLC.

(b) Second Forbearance Agreement between Bron Ventures 1, LLC and Bron Ventures 1 (Canada) Corp., as borrowers, and Access Road Capital LLC, as lender, dated July 23, 2021, as acknowledged and consented to by Bron Media Corp., Bron Studios USA, Inc., Bron Media Holdings USA Corp., Bron Media Holdings USA Inc., Bron Animation, Inc., Bron Studios UK Ltd., Shadow Play Series Holdings UK Ltd., and TWWMD Holdings, LLC.

(c) Third Forbearance Agreement between Bron Ventures 1, LLC and Bron Ventures 1 (Canada) Corp., as borrowers, and Access Road Capital LLC, as lender, dated December 20, 2021, as acknowledged and consented to by Bron Media Corp., Bron Studios USA, Inc., Bron Media Holdings USA Corp., Bron Media Holdings

USA Inc., Bron Animation, Inc., Bron Studios UK Ltd., Shadow Play Series Holdings UK Ltd., and TWWMD Holdings, LLC.

6. Attached and marked as **Exhibit "E"** is a copy of a Security Agreement between Bron Ventures 1, LLC, as debtor, and Access Road Capital, LLC, as secured party, dated May 29, 2020.

7. Attached and marked as **Exhibit "F"** is a copy of a Collateral Assignment of Loan Documents between Bron Media Corp., as assignor, and Access Road Company, LLC, as assignee, dated May 29, 2020.

8. Attached and marked as **Exhibit "G"** is a copy of a Guaranty of Payment and Other Obligations, granted by Bron Media Corp., dated May 29, 2020.

9. Attached and marked as **Exhibit "H"** is a copy of an Intercreditor Agreement between Solitary Holdings USA, LLC, as Producer, Windor Productions BC Inc., as Service Provider, Creative Wealth Media Lending LP 2016, and Access Road Capital LLC, dated December 1, 2020.

SWORN BEFORE ME at Vancouver, British Columbia on November 1, 2023 A Commissioner for taking Affidavits for British Columbia	**Joanne Austen**

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

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

This is **Exhibit "A"** referred to in the Affidavit of Joanne Austen made before me at Vancouver, British Columbia this 1st day of November, 2023.

A Commissioner for the taking of Affidavits for British Columbia

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Val Villarreal 512-474-8377

B. E-MAIL CONTACT AT FILER (optional)
vvillarreal@capitolservices.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Capitol Services, Inc.
P.O. Box 1831
Austin TX USA 78767

Date of Filing : 06/03/2020
Time of Filing : 02:03:00 PM
File Number : 2020-155-6174-7
Lapse Date : 06/03/2025

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BAKHORMA, LLC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
1c. MAILING ADDRESS 300 Deschutes Way SW, STE 208 MC-CSC1	CITY TUMWATER	STATE WA	POSTAL CODE 98501	COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ACCESS ROAD CAPITAL LLC					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
3c. MAILING ADDRESS 238 CEDAR AVENUE	CITY HEWLETT	STATE NY	POSTAL CODE 11557	COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Prospect" (the "Picture"), directed by Christopher Caldwell and Zeek Earl and starring Sophie Thatcher and Jay Duplass; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Continuation of section 4 collateral

4. This FINANCING STATEMENT covers the following collateral:

Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. S'

CAPITOL SERVICES

Return Acknowledgement to:

Capitol Services, Inc.
PO Box 1831
Austin, TX 78767
800.345.4647

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: BAKHORMA, LLC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
1c. MAILING ADDRESS: 300 Deschutes Way SW, STE 208 MC-CSC1	CITY: TUMWATER	STATE: WA	POSTAL CODE: 98501	COUNTRY: USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: ACCESS ROAD CAPITAL LLC				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS: 238 CEDAR AVENUE	CITY: HEWLETT	STATE: NY	POSTAL CODE: 11557	COUNTRY: USA

4. COLLATERAL: This financing statement covers the following collateral:
As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Prospect" (the "Picture"), directed by Christopher Caldwell and Zeek Earl and starring Sophie Thatcher and Jay Duplass; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "BRON STUDIOS INC."

Search Date and Time: October 30, 2023 at 11:14:42 am Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 00028169000001

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4 Matches in 3 Registrations in Report   Exact Matches: 4 (*)   Total Search Report Pages: 9

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 950399G

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 13, 2012 at 1:58:52 pm Pacific time
Current Expiry Date and Time:	September 13, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:14:42 am Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address
180 WELLINGTON ST, W. 3RD FLR
TORONTO ON
M5J 1J1 Canada

Debtor Information

BRON STUDIOS INC

Address
410 - 1333 WEST BROADWAY
VANCOUVER BC
V6H 4C1 Canada

BRON STUDIOS INC

Address
240 - 4299 CANADA WAY
BURNABY BC
V5G 1H3 Canada

Vehicle Collateral

None

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR

Original Registering Party

DENTONS CANADA LLP

Address

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: August 25, 2022 at 9:24:15 am Pacific time
Registration Number: 940771N
Registration Life: 5 Years
New Expiration Date and Time: September 13, 2027 at 11:59:59 pm Pacific time

Registering Party Information

D + H LIMITED PARTNERSHIP

Address
2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

RENEWAL

Registration Date and Time: September 7, 2017 at 6:33:49 am Pacific time
Registration Number: 253651K
Registration Life: 5 Years
New Expiration Date and Time: September 13, 2022 at 11:59:59 pm Pacific time

Registering Party Information

D & H LIMITED PARTNERSHIP

Address
4126 NORLAND AVENUE, SUITE 201
BURNABY BC
V5G 3S8 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 620271L

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 8, 2019 at 9:50:34 am Pacific time
Current Expiry Date and Time:	July 8, 2029 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:14:42 am Pacific time)

Secured Party Information

COMERICA BANK, AS ADMINISTRATIVE AGENT

Address

210 - 2000 AVENUE OF THE STARS
LOS ANGELES CA
90067 United States of America

Debtor Information

BRON STUDIOS INC

Address

5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

DENTONS CANADA LLP

Address

20TH FLOOR, 250 HOWE STREET
VANCOUVER BC
V6C 3R8 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 628145M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 1, 2020 at 10:53:52 am Pacific time
Current Expiry Date and Time:	December 1, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:14:42 am Pacific time)

Secured Party Information

ACCESS ROAD CAPITAL, LLC

Address
238 CEDAR AVENUE
HEWLETT NY
11557 United States of America

Debtor Information

BRON STUDIOS, INC.

Address
5542 SHORT ST.
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

(A) ALL GOODS COMPRISING THE INVENTORY OF THE CUSTOMER INCLUDING BUT NOT LIMITED TO GOODS HELD FOR SALE OR LEASE OR THAT HAVE BEEN LEASED OR CONSIGNED TO OR BY THE CUSTOMER OR FURNISHED OR TO BE FURNISHED UNDER A CONTRACT OF SERVICE OR THAT ARE RAW MATERIALS, WORK IN PROCESS OR MATERIALS USED OR CONSUMED IN A , BUSINESS OR PROFESSION OR FINISHED GOODS; (B) ALL GOODS WHICH ARE NOT INVENTORY OR CONSUMER GOODS, INCLUDING BUT NOT LIMITED TO FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES AND OTHER TANGIBLE PERSONAL PROPERTY; (C) ALL ACCOUNTS, INCLUDING DEPOSIT ACCOUNTS IN BANKS, CREDIT , UNIONS, TRUST COMPANIES AND SIMILAR INSTITUTIONS, DEBTS, DEMANDS AND CHOSES IN ACTION WHICH ARE NOW DUE, OWING OR ACCRUING DUE OR WHICH MAY HEREAFTER BECOME DUE, OWING OR ACCRUING DUE TO THE CUSTOMER, AND ALL CLAIMS OF ANY KIND WHICH THE CUSTOMER NOW HAS OR MAY HEREAFTER HAVE INCLUDING BUT NOT LIMITED TO CLAIMS , AGAINST THE CROWN AND CLAIMS UNDER INSURANCE POLICIES; (D) ALL CHATTEL PAPER; (E) ALL WAREHOUSE RECEIPTS, BILLS OF LADING AND OTHER DOCUMENTS OF TITLE, WHETHER NEGOTIABLE OR NOT; (F) ALL INSTRUMENTS, SHARES, STOCK, WARRANTS, BONDS, DEBENTURES, DEBENTURE STOCK OR OTHER SECURITIES, MONEY, LETTERS OF CREDIT, ADVICES OF CREDIT AND CHEQUES; ALL PRESENT AND FUTURE SECURITIES HELD BY THE UNDERSIGNED, INCLUDING SHARES, OPTIONS, RIGHTS, WARRANTS, JOINT VENTURE INTERESTS, INTERESTS IN LIMITED PARTNERSHIPS, TRUST UNITS, BONDS, DEBENTURES AND ALL OTHER , DOCUMENTS WHICH CONSTITUTE EVIDENCE OF A SHARE, PARTICIPATION OR OTHER INTEREST OF THE UNDERSIGNED IN PROPERTY OR IN AN ENTERPRISE OR WHICH CONSTITUTE EVIDENCE OF AN OBLIGATION OF THE ISSUER; INCLUDING, WITHOUT LIMITATION, ALL \CERTIFICATED SECURITIES\, \FINANCIAL ASSETS\, \SECURITY CERTIFICATES\, \SECURITIES ACCOUNTS\, \SECURITY ENTITLEMENTS\ AND \UNCERTIFICATED SECURITIES\ AS SUCH TERMS ARE DEFINED IN THE SECURITIES TRANSFER ACT (BRITISH COLUMBIA) (THE \STA\) AND ALL SUBSTITUTIONS THEREFOR AND, SUBJECT TO PARAGRAPH 4, DIVIDENDS AND INCOME DERIVED THEREFROM; ,(G) ALL INTANGIBLES INCLUDING BUT NOT LIMITED TO CONTRACTS, AGREEMENTS, OPTIONS, PERMITS, LICENSES, CONSENTS, APPROVALS, AUTHORIZATIONS, ORDERS, JUDGMENTS, CERTIFICATES, RULINGS, INSURANCE POLICIES, AGRICULTURAL AND OTHER QUOTAS, SUBSIDIES, FRANCHISES, IMMUNITIES, PRIVILEGES, AND BENEFITS AND ALL , GOODWILL, PATENTS, TRADEMARKS, TRADE NAMES, TRADE SECRETS, INVENTIONS, PROCESSES, COPYRIGHTS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY; (H) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN SUBPARAGRAPHS (A) TO (G) INCLUSIVE, ALL BOOKS, ACCOUNTS, INVOICES, LETTERS, PAPERS, DOCUMENTS, DISKS, AND OTHER RECORDS IN ANY FORM, ELECTRONIC OR OTHERWISE, EVIDENCING OR RELATING THERETO; AND ALL CONTRACTS, SECURITIES, INSTRUMENTS AND OTHER RIGHTS AND BENEFITS IN RESPECT THEREOF; (I) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN , SUBPARAGRAPHS (A) TO (H) INCLUSIVE, ALL PARTS, COMPONENTS, RENEWALS, SUBSTITUTIONS AND REPLACEMENTS THEREOF AND ALL ATTACHMENTS, ACCESSORIES AND INCREASES, ADDITIONS AND ACCESSIONS THERETO; AND (J) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN , SUBPARAGRAPHS (A) TO (I) INCLUSIVE, ALL

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

PROCEEDS THEREFROM (OTHER THAN CONSUMER GOODS), INCLUDING PERSONAL PROPERTY IN ANY FORM OR FIXTURES DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH PROPERTY OR PROCEEDS THEREFROM, AND ANY INSURANCE OR OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR , LOSS OF OR DAMAGE TO SUCH PROPERTY OR ANY RIGHT TO SUCH PAYMENT, AND ANY PAYMENT MADE IN TOTAL OR PARTIAL DISCHARGE OR REDEMPTION OF AN INTANGIBLE, CHATTEL PAPER, INSTRUMENT OR SECURITY. DEFINED TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANINGS ,GIVEN TO THEM IN THAT CERTAIN GENERAL SECURITY AGREEMENT, DATED DECEMBER 1, 2020, BETWEEN DEBTOR AND SECURED PARTY.

Original Registering Party

DAMON LEGAL SERVICES LTD.

Address

300 - -1122 MAINLAND STREET
VANCOUVER BC
V6B 5L1 Canada

[redacted]

Filed in the Office of
Barbara K. Cegavske
Secretary of State
State Of Nevada

Initial Filing Number
2020097349-3
Filed On
June 4, 2020 02:30 PM
Number of Pages
2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

Return acknowledgment to:

Capitol Corporate Services, Inc.
P.O. Box 3100 Carson City, NV 89702
800/899-0490

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: BRON STUDIOS USA, INC.

OR 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2215-B Renaissance Drive	Las Vegas	NV	89919	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: ACCESS ROAD CAPITAL LLC

OR 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
238 CEDAR AVENUE	HEWLETT	NY	11557	USA

4. COLLATERAL: This financing statement covers the following collateral:

"Collateral" means all of the Debtor's right, title and interest in and to all of the following:
(a) all future payments or other contributions from the proceeds of the motion pictures listed on Schedule 1;
(b) all right, title and interest of the Debtor in, to and under the Production Documents;
(c) all of Pledgor's right title in all tangible and intangible personal property of the Pledgor (subject to existing liens), including, but not limited to, all assets and properties of the Pledgor, any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto whether now owned or hereafter acquired or in which the Pledgor may now have or hereafter acquire an interest, wherever located in each Rights Holding Company listed on Schedule 1; and
(d) all proceeds and products of all assets listed in clauses (a) through and including (c) herein (collectively, the "Collateral"). The respective rights of Debtor and Secured Party with respect to the Collateral are subject to that certain Pledge and Security Agreement, between Debtor and Secured Party (as the same may, from time to time be amended, restated, modified, supplemented, renewed or replaced, the "Agreement"). Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

SCHEDULE 1

Project Name	Rights Holding Company	BRON Benficiary	JURISDICTION	CAMA	Executed
Assassination Nation	Erostratus, LLC	BRON Studios USA Inc.	MI	Freeway CAM B.V.	3/25/19
Beatriz at Dinner	Brown Amy, LLC	BRON Studios USA Inc.	NV	Freeway CAM B.V.	1/8/18
Capone	Fonzo, LLC	BRON Studios USA Inc.	NV	Freeway CAM B.V.	Not Signed
Harry Haft	Heavyweight Holdings, LLC	BRON Studios USA Inc.	DE	Freeway CAM B.V.	Not Signed
Henchman	Henchmen Productions, Inc.	BRON Animation Inc.	BC	Fintage Collection Account Management B.V.	Not Signed
Leave No Trace (My Abandonme	My Abandonment, LLC	BRON Studios USA Inc.	NY	Freeway CAM B.V.	10/4/18
Monkey Man	Kid Unknown Holdings Ltd	BRON Studios UK Ltd	UK	None	
Needle in a Timestack	Needle in a Timestack, LLC	BRON Studios USA Inc.	DE	Freeway CAM B.V.	Not signed
Parallel	Para Productions, LLC	BRON Studios USA Inc.	NV	Freeway CAM B.V.	Not Signed
Prospect	Bakhorma, LLC	BRON Studios USA Inc.	WA	Freeway CAM B.V.	6/22/18
Shadowplay	Shadowplay Series Holdings UK	BRON Studios UK Ltd.	UK	Fintage Collection Account Management B.V	11/25/19
Tumble Down	Tumbledown, LLC	BRON Studios USA Inc.	MA	Fintage Collection Account Management B.V.	1/21/14
Those Who Wish Me Dead	TWWMD Holdings, LLC	BRON Studios USA Inc.	DE	None/Direction to Pay from New Line	
Villains	Villains, LLC	BRON Studios USA Inc.	NV	Freeway CAM B.V.	12/4/19
Welcome to Me	Welcome to Me, LLC	BRON Studios USA Inc.	CA	Fintage Collection Account Management B.V.	July [___], 2014; effective May 21, 2013

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "BRON VENTURES 1 (CANADA) CORP."

Search Date and Time: October 30, 2023 at 11:16:43 am Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 00028169000001

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1 Match in 1 Registration in Report | Exact Matches: 1 (*) | Total Search Report Pages: 3

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 251756M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 2, 2020 at 12:31:29 pm Pacific time
Current Expiry Date and Time:	June 2, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:16:43 am Pacific time)

Secured Party Information

ACCESS ROAD CAPITAL, LLC

Address
238 CEDAR AVENUE
HEWLETT NY
11557 United States of America

Debtor Information

BRON VENTURES 1 (CANADA) CORP

Address
5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

DAMON LEGAL SERVICES LTD.

Address

300 - -1122 MAINLAND STREET
VANCOUVER BC
V6B 5L1 Canada

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

JOSE L. MARTINEZ JR.
MLAW APC
9255 SUNSET BLVD, STE 515
WEST HOLLYWOOD, CA 90069

Delaware Department of State
U.C.C. Filing Section
Filed: 06:05 PM 06/02/2020
U.C.C. Initial Filing No: 2020 3853753

Service Request No: 20205453428

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BRON VENTURES 1, LLC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
1c. MAILING ADDRESS 345 North Maple Drive Suite 294	CITY Beverly Hills	STATE CA	POSTAL CODE 90210	COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ACCESS ROAD CAPITAL LLC				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 238 CEDAR AVENUE	CITY HEWLETT	STATE NY	POSTAL CODE 11557	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All property and assets now owned or hereafter acquired or arising, whether governed by Article 9 of the UCC or other law, wherever located, including without limitation, all of each of the following as set forth in Exhibit A, attached hereto.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT A

Grant; Collateral Description. The Debtors hereby grant to the Secured Party, to secure the payment and performance in full of all of the Guaranteed Obligations, a security interest in all property and assets now owned or hereafter acquired or arising, whether governed by Article 9 of the UCC or other law, wherever located, including without limitation, all of each of the following (the "Collateral"):

a. accounts (including health-care-insurance receivables);
b. chattel paper (whether tangible or electronic);
c. Commercial Tort Claims;
d. deposit accounts;
e. documents (including electronic documents);
f. general intangibles (including payment intangibles) and registered copyrights;
g. goods (including inventory, equipment, and any accessions thereto);
h. instruments (including promissory notes);
i. investment property;
j. letter of credit rights (whether the letter of credit is evidenced by writing);
k. money;
l. oil and gas and other minerals before extraction;
m. insurance and insurance claims;
n. Excluded Properties but only to the extent such property no longer constitutes Excluded Property for whatever reason including that the consent required to permit this pledge is obtained or applicable law is no longer effective to prohibit this pledge;
o. fixture property;
p. other personal property;
q. supporting obligations of all assets listed in clauses (a) through and including (p) herein; and
r. all proceeds and products of all assets listed in clauses (a) through and including (q) herein.

Notwithstanding the foregoing, in no event shall Collateral include Excluded Property, provided however, that all proceeds of Excluded Property shall be Collateral to the extent that the proceeds are not themselves an Excluded Property.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

[redacted]

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

JOSE L. MARTINEZ JR.
MLAW APC
9255 SUNSET BLVD, STE 515
WEST HOLLYWOOD, CA 90069

Delaware Department of State
U.C.C. Filing Section
Filed: 06:06 PM 06/02/2020
U.C.C. Initial Filing No: 2020 3853795

Service Request No: 20205453439

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BRON VENTURES 1, LLC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
1c. MAILING ADDRESS 345 N. MAPLE DRIVE, SUITE 294	CITY BEVERLY HILLS	STATE CA	POSTAL CODE 90210		COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ACCESS ROAD CAPITAL LLC					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
3c. MAILING ADDRESS 238 CEDAR AVENUE	CITY HEWLETT	STATE NY	POSTAL CODE 11557		COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Any and all of the right, title and interest of Debtor in and with respect to the Media Res Loan Agreement and all of the loan documents evidencing or securing the Media Res Loan Agreement (as amended, restated or otherwise modified from time to time). Capitalized terms used herein but not defined shall have the meaning given to them in the Collateral Assignment of Loan Documents between Secured Party and Debtor.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "BRON ANIMATION INC."

Search Date and Time: October 30, 2023 at 11:19:47 am Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 00028169000001

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3 Matches in 3 Registrations in Report | Exact Matches: 3 (*) | Total Search Report Pages: 8

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 872997K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 5, 2018 at 8:06:41 am Pacific time
Current Expiry Date and Time:	July 5, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:19:47 am Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO ON
M2P 0A4 Canada

Debtor Information

BRON ANIMATION INC.

Address
5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHEREVER SITUATE INCLUDING BUT NOT LIMITED TO GOODS (INCLUDING INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER ,NATURE AND KIND) BUT EXCLUDING CONSUMER GOODS) CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY, LICENCES, CROPS, SECURITIES AND OTHER INVESTMENT PROPERTY, TOGETHER WITH AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

Original Registering Party

ROYAL BANK OF CANADA	**Address** 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

RENEWAL

Registration Date and Time: June 9, 2023 at 6:09:21 am Pacific time
Registration Number: 591742P
Registration Life: 5 Years
New Expiration Date and Time: July 5, 2028 at 11:59:59 pm Pacific time

Registering Party Information

D + H LIMITED PARTNERSHIP

Address
2 ROBERT SPECK PARKWAY, 15TH FLOOR
MISSISSAUGA ON
L4Z 1H8 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 880821K

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 9, 2018 at 9:05:50 am Pacific time
Current Expiry Date and Time:	July 9, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:19:47 am Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

BRON ANIMATION INC.

Address

5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

AS PER MASTER LEASE AGREEMENT DATED 9TH JULY 2018 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR ,INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE ,PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

(REGISTRY=RECOVERY) TM INC.	**Address** 1551 THE QUEENSWAY TORONTO ON M8Z 1T8 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 251821M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 2, 2020 at 12:38:45 pm Pacific time
Current Expiry Date and Time:	June 2, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:19:47 am Pacific time)

Secured Party Information

ACCESS ROAD CAPITAL, LLC

Address

238 CEDAR AVENUE
HEWLETT NY
11557 United States of America

Debtor Information

BRON ANIMATION INC

Address

5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

AS SECURITY FOR THE PROMPT PAYMENT AND PERFORMANCE OF ALL OBLIGATIONS OF DEBTOR TO SECURED PARTY, DEBTOR PLEDGES, HYPOTHECATES, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS TO SECURED PARTY A SECURITY INTEREST IN (A) ALL FUTURE PAYMENTS OR OTHER CONTRIBUTIONS FROM THE MOTION PICTURE ENTITLED \HENCHMEN\ (THE \PICTURE\), DIRECTED BY ADAM WOOD AND ,STARRING JAMES MARSDEN AND ROSARIO DAWSON; (B) ALL OTHER RIGHT, TITLE AND INTEREST OF THE DEBTOR IN, TO AND UNDER THE PRODUCTION DOCUMENTS, AND; (C) ALL PROCEEDS AND PRODUCTS OF ALL ASSETS LISTED IN CLAUSES (A) THROUGH AND INCLUDING (B) HEREIN. \PRODUCTION DOCUMENTS\ MEANS ALL OF THE DEVELOPMENT, FINANCING, PRODUCTION, DISTRIBUTION AND ,COLLECTION ACCOUNT MANAGEMENT AGREEMENTS ENTERED INTO BY DEBTOR OR FROM WHICH THE DEBTOR DERIVES A BENEFICIAL INTEREST WHETHER NOW OR HEREAFTER EXISTING (AND ALL SUPPLEMENTS THERETO, AMENDMENTS AND REPLACEMENTS THEREOF) IN CONNECTION WITH THE PICTURE.

Original Registering Party

DAMON LEGAL SERVICES LTD.

Address

300 - -1122 MAINLAND STREET
VANCOUVER BC
V6B 5L1 Canada

[redacted]

030

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

JOSE L. MARTINEZ JR.
MLAW APC
9255 SUNSET BLVD, STE 515
WEST HOLLYWOOD, CA 90069

Delaware Department of State
U.C.C. Filing Section
Filed: 06:05 PM 06/02/2020
U.C.C. Initial Filing No: 2020 3853563

Service Request No: 20205453402

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
HEAVYWEIGHT HOLDINGS, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
251 LITTLE FALLS DRIVE	**WILMINGTON**	**DE**	**19808**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
ACCESS ROAD CAPITAL LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
238 CEDAR AVENUE	**HEWLETT**	**NY**	**11557**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Harry Haft" (the "Picture"), directed by Barry Levinson and starring Ben Foster, Peter Sarsgaard and Danny DeVito (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "HENCHMAN PRODUCTIONS INC."

Search Date and Time: October 30, 2023 at 11:22:19 am Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 00028169000001

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2 Matches in 2 Registrations in Report | Exact Matches: 0 (*) | Total Search Report Pages: 5

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 251859M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 2, 2020 at 12:42:05 pm Pacific time
Current Expiry Date and Time:	June 2, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:22:19 am Pacific time)

Secured Party Information

ACCESS ROAD CAPITAL, LLC

Address

238 CEDAR AVENUE
HEWLETT NY
11557 United States of America

Debtor Information

HENCHMEN PRODUCTIONS INC

Address

5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

AS SECURITY FOR THE PROMPT PAYMENT AND PERFORMANCE OF ALL OBLIGATIONS OF DEBTOR TO SECURED PARTY, DEBTOR PLEDGES, HYPOTHECATES, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS TO SECURED PARTY A SECURITY INTEREST IN (A) ALL FUTURE PAYMENTS OR OTHER CONTRIBUTIONS FROM THE MOTION PICTURE ENTITLED \HENCHMEN\ (THE \PICTURE\), DIRECTED BY ADAM WOOD AND ,STARRING JAMES MARSDEN AND ROSARIO DAWSON; (B) ALL OTHER RIGHT, TITLE AND INTEREST OF THE DEBTOR IN, TO AND UNDER THE PRODUCTION DOCUMENTS; (C) ALL OF DEBTOR'S RIGHT TITLE AND INTEREST IN ALL TANGIBLE AND INTANGIBLE PERSONAL PROPERTY OF THE DEBTOR (SUBJECT TO EXISTING LIENS), INCLUDING, BUT NOT LIMITED TO, ALL ASSETS AND PROPERTIES OF ,THE DEBTOR, ANY AND ALL SUBSTITUTIONS THEREFOR AND REPLACEMENTS THEREOF, AND ANY AND ALL ADDITIONS AND ACCESSIONS THERETO WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR IN WHICH THE DEBTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AN INTEREST, WHEREVER LOCATED, AND (D) ALL PROCEEDS AND PRODUCTS OF ALL ASSETS LISTED IN CLAUSES (A) THROUGH AND ,INCLUDING (C) HEREIN. \PRODUCTION DOCUMENTS\ MEANS ALL OF THE DEVELOPMENT, FINANCING, PRODUCTION, DISTRIBUTION AND COLLECTION ACCOUNT MANAGEMENT AGREEMENTS ENTERED INTO BY DEBTOR OR FROM WHICH THE DEBTOR DERIVES A BENEFICIAL INTEREST WHETHER NOW OR HEREAFTER EXISTING (AND ALL SUPPLEMENTS THERETO, AMENDMENTS AND REPLACEMENTS ,THEREOF) IN CONNECTION WITH THE PICTURE.

Original Registering Party

DAMON LEGAL SERVICES LTD.

Address

300 - -1122 MAINLAND STREET
VANCOUVER BC
V6B 5L1 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 779932P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 11, 2023 at 10:41:21 am Pacific time
Current Expiry Date and Time:	September 11, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:22:19 am Pacific time)

Secured Party Information

INTRINSIC PROPERTIES, LLC

Address

4 MASON HILL ROAD
WARREN NJ
07059-6944 United States of America

Debtor Information

HENCHMEN PRODUCTIONS INC.

Address

5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Original Registering Party

ESC CORPORATE SERVICES LTD. (CSC)

Address

445 KING STREET W, SUITE 400
TORONTO ON
M5V 1K4 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "WINDOR PROUCTIONS INC."

Search Date and Time: October 30, 2023 at 11:23:47 am Pacific time
Account Name: BLAKE, CASSELS & GRAYDON LLP
Folio Number: 00028169000001

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6 Matches in 5 Registrations in Report | Exact Matches: 0 (*) | Total Search Report Pages: 13

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 353381M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	July 21, 2020 at 3:10:19 pm Pacific time
Current Expiry Date and Time:	July 21, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:23:47 am Pacific time)

Secured Party Information

THE UNION OF BC PERFORMERS

Address
300-380 W. 2ND AVENUE
VANCOUVER BC
V5Y 1C8 Canada

Debtor Information

WINDOR PRODUCTIONS BC INC.

Address
BOX 49290, 1000-595 BURRARD ST
VANCOUVER BC
V7X 1S8 Canada

WINDOR PRODUCTIONS BC INC.

Address
5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Original Registering Party

THE UNION OF BC PERFORMERS

Address

300-380 W. 2ND AVENUE
VANCOUVER BC
V5Y 1C8 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 385967M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	August 6, 2020 at 8:21:05 am Pacific time
Current Expiry Date and Time:	August 6, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:23:47 am Pacific time)

Secured Party Information

CREATIVE WEALTH MEDIA LENDING LP 2016, AS ADMINISTRATIVE AGENT

Address

151 BLOOR STREET W. STE 700
TORONTO ON
M5S 1S4 Canada

Debtor Information

WINDOR PRODUCTIONS BC INC

Address

5542 SHORT ST
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

August 14, 2020 at 1:49:19 pm Pacific time

DELETED

DEBTOR HEREBY PLEDGES, HYPOTHECATES, MORTGAGES, ASSIGNS, TRANSFERS, CONVEYS AND GRANTS A SECURITY INTEREST TO THE SECURED PARTY AND ITS SUCCESSORS AND ASSIGNS IN ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR INCLUDING THE DEBTOR'S RIGHT, TITLE AND INTEREST OF EVERY KIND AND NATURE IN AND TO THE LIVE ACTION THEATRICAL MOTION PICTURE PRODUCTION CURRENTLY ENTITLED \SOLITARY\, INCLUDING WITHOUT LIMITATION, IN AND TO THE \COLLATERAL\ (AS DEFINED IN THE COPYRIGHT MORTGAGE AGREEMENT EFFECTIVE AS OF AUGUST 5, 2020, GIVEN BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY), WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR CREATED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS. THEREOF INCLUDING INSURANCE PROCEEDS.

ADDED

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR

Base Registration General Collateral:

DEBTOR HEREBY PLEDGES, HYPOTHECATES, MORTGAGES, ASSIGNS, TRANSFERS, CONVEYS AND GRANTS A SECURITY INTEREST TO THE SECURED PARTY AND ITS SUCCESSORS AND ASSIGNS IN ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR INCLUDING THE DEBTOR'S RIGHT, TITLE AND INTEREST OF EVERY KIND AND NATURE IN AND TO THE LIVE ACTION THEATRICAL ,MOTION PICTURE PRODUCTION CURRENTLY ENTITLED \SOLITARY\, INCLUDING WITHOUT LIMITATION, IN AND TO THE \COLLATERAL\ (AS DEFINED IN THE COPYRIGHT MORTGAGE AGREEMENT EFFECTIVE AS OF AUGUST 5, 2020, GIVEN BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY), WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR CREATED, INCLUDING ALL PRODUCTS AND PROCEEDS ,THEREOF INCLUDING INSURANCE PROCEEDS.

Original Registering Party

GOODMANS LLP (TP/AB)

Address

3400-333 BAY STREET
TORONTO ON
M5H 2S7 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: August 14, 2020 at 1:49:19 pm Pacific time
Registration Number: 404428M
Description: AMENDMENT TO REPLACE THE GENERAL COLLATERAL DESCRIPTION

General Collateral

August 14, 2020 at 1:49:19 pm Pacific time

DELETED

DEBTOR HEREBY PLEDGES, HYPOTHECATES, MORTGAGES, ASSIGNS, TRANSFERS, CONVEYS AND GRANTS A SECURITY INTEREST TO THE SECURED PARTY AND ITS SUCCESSORS AND ASSIGNS IN ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR INCLUDING THE DEBTOR'S RIGHT, TITLE AND INTEREST OF EVERY KIND AND NATURE IN AND TO THE LIVE ACTION THEATRICAL MOTION PICTURE PRODUCTION CURRENTLY ENTITLED \SOLITARY\, INCLUDING WITHOUT LIMITATION, IN AND TO THE \COLLATERAL\ (AS DEFINED IN THE COPYRIGHT MORTGAGE AGREEMENT EFFECTIVE AS OF AUGUST 5, 2020, GIVEN BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY), WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR CREATED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF INCLUDING INSURANCE PROCEEDS. THEREOF INCLUDING INSURANCE PROCEEDS.

ADDED

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR

Registering Party Information

GOODMANS LLP (T. PARKER/HDW)

Address

3400-333 BAY STREET
TORONTO ON
M5H 2S7 Canada

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 475827M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	September 18, 2020 at 3:08:23 pm Pacific time
Current Expiry Date and Time:	September 18, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:23:47 am Pacific time)

Secured Party Information

DIRECTORS GUILD OF AMERICA, INC.

Address

7920 SUNSET BLVD.
LOS ANGELES CA
90046 United States of America

Debtor Information

WINDOR PRODUCTIONS BC INC.

Address

5542 SHORT STREET
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

BRITISH COLUMBIA

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED \SOLITARY\ ,(THE \PICTURE\).

Original Registering Party

AVS SYSTEMS INC.

Address
201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 628079M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 1, 2020 at 10:38:11 am Pacific time
Current Expiry Date and Time:	December 1, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:23:47 am Pacific time)

Secured Party Information

ACCESS ROAD CAPITAL, LLC

Address

238 CEDAR AVENUE
HEWLETT NY
11557 United States of America

Debtor Information

WINDOR PRODUCTIONS BC INC.

Address

5542 SHORT ST.
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

General Collateral

Base Registration General Collateral:

(A) ALL DEBTS, CLAIMS, DEMANDS, MONIES AND OTHER RIGHTS, SECURITIES AND CHOSES IN ACTION OF THE BORROWER RELATING TO THE PRODUCTION (COLLECTIVELY, THE \ENTITLEMENTS\) INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS RECEIVABLE AND OTHER BOOK DEBTS (COLLECTIVELY, THE \ASSIGNED AMOUNTS\), IF ANY, NOW OR , HEREAFTER TO BECOME DUE TO THE BORROWER FROM ANY THIRD PARTIES (COLLECTIVELY, THE \DESIGNATED PAYEES\) (TOGETHER WITH ALL AMENDMENTS, RENEWALS AND SUBSTITUTIONS, THE \PRODUCTION AGREEMENTS\) AND ALL BOOKS AND ACCOUNTS, LETTERS, INVOICES, PAPER AND DOCUMENTS IN ANY WAY EVIDENCING OR RELATING TO THE , ENTITLEMENTS; (B) ALL TAX CREDITS (COLLECTIVELY, THE \TAX CREDITS\) FOR WHICH THE BORROWER HAS QUALIFIED OR IS EXPECTING TO QUALIFY IN RESPECT OF THE PRODUCTION AND ALL TAX REFUNDS (COLLECTIVELY, THE \TAX REFUNDS\) WHICH THE BORROWER IS EXPECTING TO RECEIVE AS A , RESULT OF SUCH TAX CREDITS INCLUDING, WITHOUT LIMITATION, THE TAX REFUNDS DESCRIBED IN SCHEDULE \A\; (C) ALL OF THE BORROWER'S RIGHTS, IF ANY, IN AND TO THE PRODUCTION AND ALL PROPERTIES AND THINGS OF VALUE PERTAINING THERETO AND ALL PRODUCTS AND PROCEEDS THEREOF WHETHER NOW IN EXISTENCE OR , HEREAFTER MADE, ACQUIRED OR PRODUCED; AND DEFINED TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANINGS GIVEN TO THEM IN THAT CERTAIN PRODUCTION SECURITY AGREEMENT, DATED DECEMBER 1, 2020, BETWEEN DEBTOR AND SECURED PARTY. EXHIBIT A ,TAX REFUNDS 1. THE FEDERAL TAX REFUND THAT THE BORROWER EXPECTS TO RECEIVE AS A RESULT OF ITS APPLICATION IN RESPECT OF THE CANADIAN FILM OR VIDEO PRODUCTION SERVICES TAX CREDIT (THE \FEDERAL TAX CREDIT\) IN ACCORDANCE WITH THE REQUIREMENTS OF THE , RELEVANT PROVISIONS OF THE INCOME TAX ACT (CANADA) AND THE CANADIAN AUDIO-VISUAL CERTIFICATION OFFICE FROM TIME TO TIME; AND 2. THE BRITISH COLUMBIA TAX REFUND THAT THE BORROWER EXPECTS TO RECEIVE AS A RESULT OF THE ITS APPLICATION IN RESPECT , OF THE BRITISH COLUMBIA PRODUCTION SERVICES TAX CREDIT AND THE DIGITAL ANIMATION, VISUAL EFFECTS AND POST-PRODUCTION SERVICES TAX CREDIT (COLLECTIVELY THE \BRITISH COLUMBIA TAX CREDITS\) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CORPORATIONS TAX ACT (BRITISH COLUMBIA) , AND THE CRA, AND OTHER RELEVANT AUTHORITIES FROM TIME TO TIME.

Original Registering Party

DAMON LEGAL SERVICES LTD.

Address

300 - -1122 MAINLAND STREET
VANCOUVER BC
V6B 5L1 Canada

PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Base Registration Number: 628093M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 1, 2020 at 10:45:00 am Pacific time
Current Expiry Date and Time:	December 1, 2025 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of October 30, 2023 at 11:23:47 am Pacific time)

Secured Party Information

ACCESS ROAD CAPITAL, LLC

Address
238 CEDAR AVENUE
HEWLETT NY
11557 United States of America

Debtor Information

WINDOR PRODUCTIONS BC INC.

Address
5542 SHORT ST.
BURNABY BC
V5J 1L9 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

(A) ALL GOODS COMPRISING THE INVENTORY OF THE CUSTOMER INCLUDING BUT NOT LIMITED TO GOODS HELD FOR SALE OR LEASE OR THAT HAVE BEEN LEASED OR CONSIGNED TO OR BY THE CUSTOMER OR FURNISHED OR TO BE FURNISHED UNDER A CONTRACT OF SERVICE OR THAT ARE RAW MATERIALS, WORK IN PROCESS OR MATERIALS USED OR CONSUMED , IN A BUSINESS OR PROFESSION OR FINISHED GOODS; (B) ALL GOODS WHICH ARE NOT INVENTORY OR CONSUMER GOODS, INCLUDING BUT NOT LIMITED TO FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES AND OTHER TANGIBLE PERSONAL PROPERTY; (C) ALL ACCOUNTS, INCLUDING DEPOSIT ACCOUNTS IN BANKS, CREDIT , UNIONS, TRUST COMPANIES AND SIMILAR INSTITUTIONS, DEBTS, DEMANDS AND CHOSES IN ACTION WHICH ARE NOW DUE, OWING OR ACCRUING DUE OR WHICH MAY HEREAFTER BECOME DUE, OWING OR ACCRUING DUE TO THE CUSTOMER, AND ALL CLAIMS OF ANY KIND WHICH THE CUSTOMER NOW HAS OR MAY HEREAFTER HAVE INCLUDING , BUT NOT LIMITED TO CLAIMS AGAINST THE CROWN AND CLAIMS UNDER INSURANCE POLICIES; (D) ALL CHATTEL PAPER; (E) ALL WAREHOUSE RECEIPTS, BILLS OF LADING AND OTHER DOCUMENTS OF TITLE, WHETHER NEGOTIABLE OR NOT; ,(F) ALL INSTRUMENTS, SHARES, STOCK, WARRANTS, BONDS, DEBENTURES, DEBENTURE STOCK OR OTHER SECURITIES, MONEY, LETTERS OF CREDIT, ADVICES OF CREDIT AND CHEQUES; ALL PRESENT AND FUTURE SECURITIES HELD BY THE UNDERSIGNED, INCLUDING SHARES, OPTIONS, RIGHTS, WARRANTS, JOINT VENTURE INTERESTS, INTERESTS IN LIMITED PARTNERSHIPS, TRUST UNITS, BONDS, DEBENTURES AND ALL OTHER DOCUMENTS WHICH CONSTITUTE EVIDENCE OF A SHARE, PARTICIPATION OR OTHER INTEREST OF THE UNDERSIGNED IN PROPERTY OR IN AN ENTERPRISE OR WHICH CONSTITUTE EVIDENCE OF AN OBLIGATION OF THE ISSUER; INCLUDING, WITHOUT LIMITATION, ALL \CERTIFICATED SECURITIES\, \FINANCIAL ASSETS\, \SECURITY CERTIFICATES\, \SECURITIES ACCOUNTS\, \SECURITY ENTITLEMENTS\ AND \UNCERTIFICATED SECURITIES\ AS SUCH TERMS ARE DEFINED IN THE SECURITIES TRANSFER ACT (BRITISH COLUMBIA) (THE \STA\) AND ALL SUBSTITUTIONS THEREFOR AND, SUBJECT TO PARAGRAPH 4, DIVIDENDS AND INCOME DERIVED THEREFROM; (G) ALL INTANGIBLES INCLUDING BUT NOT LIMITED TO CONTRACTS, AGREEMENTS, OPTIONS, PERMITS, LICENSES, CONSENTS, APPROVALS, AUTHORIZATIONS, ORDERS, JUDGMENTS, CERTIFICATES, RULINGS, INSURANCE POLICIES, AGRICULTURAL AND OTHER QUOTAS, SUBSIDIES, FRANCHISES, IMMUNITIES, PRIVILEGES, AND BENEFITS AND ALL GOODWILL, PATENTS, TRADEMARKS, TRADE NAMES, TRADE SECRETS, INVENTIONS, PROCESSES, COPYRIGHTS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY; (H) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN , SUBPARAGRAPHS (A) TO (G) INCLUSIVE, ALL BOOKS, ACCOUNTS, INVOICES, LETTERS, PAPERS, DOCUMENTS, DISKS, AND OTHER RECORDS IN ANY FORM, ELECTRONIC OR OTHERWISE, EVIDENCING OR RELATING THERETO; AND ALL CONTRACTS, SECURITIES, INSTRUMENTS AND OTHER RIGHTS AND BENEFITS IN RESPECT THEREOF; ,(I) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN SUBPARAGRAPHS (A) TO (H) INCLUSIVE, ALL PARTS, COMPONENTS, RENEWALS, SUBSTITUTIONS AND REPLACEMENTS THEREOF AND ALL ATTACHMENTS, ACCESSORIES AND INCREASES, ADDITIONS AND ACCESSIONS THERETO; AND ,(J) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN SUBPARAGRAPHS (A) TO (I) INCLUSIVE,

ALL PROCEEDS THEREFROM (OTHER THAN CONSUMER GOODS), INCLUDING PERSONAL PROPERTY IN ANY FORM OR FIXTURES DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH PROPERTY OR PROCEEDS THEREFROM, AND ANY , INSURANCE OR OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO SUCH PROPERTY OR ANY RIGHT TO SUCH PAYMENT, AND ANY PAYMENT MADE IN TOTAL OR PARTIAL DISCHARGE OR REDEMPTION OF AN INTANGIBLE, CHATTEL PAPER, INSTRUMENT OR SECURITY. ,DEFINED TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANINGS GIVEN TO THEM IN THAT CERTAIN GENERAL SECURITY AGREEMENT, DATED DECEMBER 1, 2020, BETWEEN DEBTOR AND SECURED PARTY.

Original Registering Party

DAMON LEGAL SERVICES LTD.	**Address** 300 - -1122 MAINLAND STREET VANCOUVER BC V6B 5L1 Canada

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L, MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

JOSE L. MARTINEZ JR.
MLAW APC
9255 SUNSET BLVD, STE 515
WEST HOLLYWOOD, CA 90069

Delaware Department of State
U.C.C. Filing Section
Filed: 06:06 PM 06/02/2020
U.C.C. Initial Filing No: 2020 3853910

Service Request No: 20205453448

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: **BRON MEDIA HOLDINGS USA, CORP.**					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
1c. MAILING ADDRESS: **251 Little Falls Drive**	CITY: **Wilmington**	STATE: **DE**	POSTAL CODE: **19808**	COUNTRY: **USA**	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: **ACCESS ROAD CAPITAL LLC**				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS: **238 CEDAR AVENUE**	CITY: **HEWLETT**	STATE: **NY**	POSTAL CODE: **11557**	COUNTRY: **USA**

4. COLLATERAL: This financing statement covers the following collateral:

All of the Debtor's right, title and interest in and to all of the following:
(a) the membership interests in BRON VENTURES 1, LLC (the "Borrower") (the"Pledged Membership Interests");
(b) any certificates representing the Pledged Membership Interests, all options, warrants and other rights to purchase the Pledged Membership Interests now or hereafter owned by the Debtor; and
(c) all other right, title and interest of the Debtor in, to and under the Borrower's limited liability company agreement, as now in effect or as it may hereafter be amended, or other rights related to the Pledged Membership Interests, including, without limitation, all of its right, title and interest in and to all distributions, right to receive distributions, right to vote on, consent to or approve any matter submitted to a vote of, or for the consent of or approval by, the members of the Borrower under such limited liability company agreement, or for the consent of or approval by the Debtor, and proceeds, products, accessions, rents and profits with respect to the Pledged Membership Interests, including all property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Membership Interests.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

This is **Exhibit "B"** referred to in the Affidavit of Joanne Austen made before me at Vancouver, British Columbia this 1st day of November, 2023.

A Commissioner for the taking of Affidavits for British Columbia

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

051

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return acknowledgment to:

Capitol Corporate Services, Inc.
P.O.Box 3100 Carson City, NV 89702
800/899-0490

Filed in the Office of	Initial Filing Number 2020097343-1
Barbara K. Cegavske	Filed On June 4, 2020 02:30 PM
Secretary of State State Of Nevada	Number of Pages 1

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: BROWN AMY, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**
112 NORTH CURRY STREET	CARSON CITY	NV	89703	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: ACCESS ROAD CAPITAL LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**
238 CEDAR AVENUE	HEWLETT	NY	11557	USA

4. COLLATERAL: This financing statement covers the following collateral:

As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Beatriz at Dinner" (the "Picture"), directed by Miguel Arteta and starring Salma Hayek and John Lithgow (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Filed in the Office of Barbara K. Cegavske Secretary of State State Of Nevada	Initial Filing Number **2020097345-5** Filed On **June 4, 2020 02:30 PM** Number of Pages **1**

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C Return acknowledgment to:

Capitol Corporate Services, Inc.
P.O. Box 3100 Carson City, NV 89702
800/899-0490

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
FONZO, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
112 NORTH CURRY STREET	**CARSON CITY**	**NV**	**89703**	**USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
ACCESS ROAD CAPITAL LLC				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
238 CEDAR AVENUE	**HEWLETT**	**NY**	**11557**	**USA**

4. COLLATERAL: This financing statement covers the following collateral:

As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Capone" (the "Picture"), directed by Josh Trank and starring Tom Hardy and Linda Cardellini; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[redacted]

053

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

JOSE L. MARTINEZ JR.
MLAW APC
9255 SUNSET BLVD, STE 515
WEST HOLLYWOOD, CA 90069

Delaware Department of State
U.C.C. Filing Section
Filed: 06:05 PM 06/02/2020
U.C.C. Initial Filing No: 2020 3853639

Service Request No: 20205453408

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
NEEDLE IN A TIMESTACK, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**
251 LITTLE FALLS DRIVE	WILMINGTON	DE	19808	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
ACCESS ROAD CAPITAL LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**
238 CEDAR AVENUE	HEWLETT	NY	11557	USA

4. COLLATERAL: This financing statement covers the following collateral:

As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Needle In A Timestack" (the "Picture"), directed by John Ridley and starring Orlando Bloom and Laysla De Oliveira; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

054

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Return acknowledgment to:
Capitol Corporate Services, Inc.
P.O.Box 3100 Carson City, NV 89702
800/899-0490

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: **PARA PRODUCTIONS, LLC**					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS: **112 NORTH CURRY STREET**	CITY: **CARSON CITY**	STATE: **NV**	POSTAL CODE: **89703**		COUNTRY: **USA**

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: **ACCESS ROAD CAPITAL LLC**					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS: **238 CEDAR AVENUE**	CITY: **HEWLETT**	STATE: **NY**	POSTAL CODE: **11557**		COUNTRY: **USA**

4. COLLATERAL: This financing statement covers the following collateral:

As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Parallel" (the "Picture"), directed by Isaac Ezban and starring JKathleen Quinlan and Alyssa Diaz; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

JOSE L. MARTINEZ JR.
MLAW APC
9255 SUNSET BLVD, STE 515
WEST HOLLYWOOD, CA 90069

Delaware Department of State
U.C.C. Filing Section
Filed: 06:05 PM 06/02/2020
U.C.C. Initial Filing No: 2020 3853696

Service Request No: 20205453422

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: TWWMD HOLDINGS, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
251 LITTLE FALLS DRIVE	WILMINGTON	DE	19808	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: ACCESS ROAD CAPITAL LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
238 CEDAR AVENUE	HEWLETT	NY	11557	USA

4. COLLATERAL: This financing statement covers the following collateral:

As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Those Who Wish Me Dead" (the "Picture"), directed by Taylor Sheridan and starring Nicholas Hoult and Angelina Jolie; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

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6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[redacted]

Filed in the Office of

Barbara K. Cegavske

Secretary of State
State Of Nevada

Initial Filing Number
2020097348-6

Filed On
June 4, 2020 02:30 PM

Number of Pages
1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return acknowledgment to:

Capitol Corporate Services, Inc.
P.O. Box 3100 Carson City, NV 89702
800/899-0490

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: VILLAINS PICTURES, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
112 NORTH CURRY STREET	CARSON CITY	NV	89703	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: ACCESS ROAD CAPITAL LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
238 CEDAR AVENUE	HEWLETT	NY	11557	USA

4. COLLATERAL: This financing statement covers the following collateral:

As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Villains" (the "Picture"), directed by Dan Berk and Robert Olsen and starring Bill Skarsgard and Maika Monroe (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

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6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

This is **Exhibit "C"** referred to in the Affidavit of Joanne Austen made before me at Vancouver, British Columbia this 1st day of November, 2023.

A Commissioner for the taking of Affidavits for British Columbia

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

From:

BRON Studios USA Inc
345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210, USA
attention: Joel Guralnick
email: joel.guralnick@bronstudios.com

("**BRON**")

To:

FREEWAY CAM B.V.
Attention: Martijn Meerstadt
c/o Piarista köz 2.
1052 Budapest
Hungary

("**FCAM**")

Date: August 5, 2021

Irrevocable Payment Instruction Letter to FCAM

Reference is made to certain collection account management agreements for certain productions, as listed in Schedule 1 hereto (the "**CAMAs**"), concluded among *inter alios* FCAM, Stichting Freeway Custody, BRON and certain affiliates or subsidiaries of BRON, as specifically listed on Schedule 1 (the **"BRON Parties"**). Capitalized expressions not otherwise defined herein shall bear the same meanings as under the CAMAs.

As of the date first noted above, BRON hereby irrevocably instructs FCAM to distribute the future Entitlements payable to the BRON Parties pursuant to the CAMAs as listed in Schedule 1 to:

Access Road Capital LLC, 238 Cedar Avenue, Hewlett, NY 11557, USA ("**Access Road**") to the following account, or as otherwise instructed in writing to FCAM, with a copy to BRON, by Access Road:

Bank:	U.S. Bank National Association
Bank Address:	1350 Euclid Avenue Cleveland, OH 44115
Beneficiary:	Access Road Capital LLC
Beneficiary Address:	238 Cedar Ave Hewlett, NY 11557
Routing Number:	042000013
Account Number:	130126909584
BIC/SWIFT Code:	USBKUS44IMT

This Irrevocable Payment Instruction Letter is effective and will control any sums payable to the BRON Parties pursuant to the CAMAs as of the execution hereof.

The foregoing instructions may only be changed by a written instrument executed by BRON and Access Road.

This Irrevocable Payment Instruction Letter is confidential and shall not be disclosed to any other Parties or Beneficiaries under the CAMAs.

Sincerely,

BRON STUDIOS USA, INC.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

DocuSigned by:
Steven Thibault
EAEC8168FB04461...

Agreed to and acknowledged by

____
on behalf of
FREEWAY CAM B.V.

This Irrevocable Payment Instruction Letter is effective and will control any sums payable to the BRON Parties pursuant to the CAMAs as of the execution hereof.

The foregoing instructions may only be changed by a written instrument executed by BRON and Access Road.

This Irrevocable Payment Instruction Letter is confidential and shall not be disclosed to any other Parties or Beneficiaries under the CAMAs.

Sincerely,

BRON STUDIOS USA, INC.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB

DocuSigned by:
Steven Thibault
EAEC8168FB04461

Agreed to and acknowledged by

on behalf of
FREEWAY CAM B.V.

Erostratus LA, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Erostratus, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Brown Amy, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Fonzo, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Fonzo Production Services, Inc.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Heavyweight Holdings, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Harry Haft Productions, Inc.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

My Abandonment, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

My Abandonment Production Services Inc.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

BRON Creative Corp.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...

Needle in a Timestack, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Needle Production Services BC Inc.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

BRON Releasing USA, Inc.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Para Production BC Inc.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Para Productions, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Bakhorma, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Green Moon, Inc.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

The Realm Productions USA, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Villains, LLC
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

Villains Production Services Inc.
DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
DocuSigned by: Steven Thibault EAEC8168FB04461...

SCHEDULE 1

PROJECT	CAMA	COMPANY	ENTITLEMENTS ASSIGNED – SCH 5 OF CAMA
Assassination Nation	March 25, 2019	Erostratus LA, LLC (PSC) Erostratus, LLC (Producer) BRON Studios USA Inc. (BRON)	#5 Distribution Legal Fees #6 Corp maintenance expenses #8 Producer's Expenses #9 Deferments #10 Net Profit participation
Beatriz At Dinner	June 22, 2017	Brown Amy, LLC (Producer) BRON Studios USA, Inc. (CA PSC)	#9 Corp maintenance expenses #11 Producer Expenses #13 Net Profit participation
Capone aka Fonzo	January 21, 2021	Fonzo, LLC (Producer) Fonzo Production Services, Inc. (PSC) BRON Studios USA, Inc. (BRON)	#6 Corp maintenance expenses #7 Producer and PSC Expenses #10 Over budget expenses and box office and awards #11 Net Profit participation **(BRON's 50% share only)**
The Survivor aka Harry Haft	May 10, 2021	Heavyweight Holdings, LLC (Heavyweight, with PSC Producer) Harry Haft Productions, Inc. (PSC) BRON Studios USA, Inc. (BRON)	#2b Guild residual deposit refund #6 Corp maintenance expenses #7 Festival Expenses #11 Production over budget expenditures #12 Distribution Expenses #15 Net Profit participation
Leave No Trace aka My Abandonment	October 4, 2018	BRON Studios USA Inc. (BRON) My Abandonment, LLC My Abandonment Production Services Inc. (together Producer) BRON Creative Corp. (BCC)	#5 Operating Expenses #6 BCC Indebtedness #10 Net Profit participation
Needle in a Timestack	**TBD**	Needle in a Timestack, LLC (Producer) Needle Production Services BC Inc. (PSC) BRON Studios USA, Inc. (BRON) BRON Releasing USA, Inc. (Sales Agent)	**Part A:** (China) #4 Sales Agent Fee and Sales Agent Expenses #5 Corp maintenance expenses #6 Distribution Expenses #8 Overbudget Expenses **Part B:**

			#4 Worldwide Sales Fee and Worldwide Sales Expenses (**Sales Agent portion only)** #6 Corp maintenance expenses #7 Distribution Expenses #9 Overbudget Expenses **Part C:** Net Profit participation
Parallel	July 19, 2021	Para Production BC Inc. (PSC) Para Productions, LLC (Producer) BRON Studios USA Inc. (BRON) BRON Releasing USA, Inc. (BRON Sales Agent)	#4 Sales Agent's Fees and Sales Agent's Expenses #5 Domestic Sales Fee **(BRON Sales Agent share only)** #6 Corp maintenance expenses #7 Distribution Expenses #9 Net Profit participation **(BRON share only)**
Prospect	June 22, 2018	Bakhorma, LLC (Producer) Green Moon, Inc. (ProdCo) The Realm Productions USA, LLC (Realm)	#5 Corp maintenance expenses #6 Producer Expenses #10 Net Profit participation
Villains	December 4, 2019	Villains, LLC (Producer) Villains Production Services Inc. (PSC) BRON Studios USA, Inc. (BRON)	#5 Distribution Legal Fees #6 Corp maintenance expenses #7 Distribution Expenses #9 Net Profit participation

Date: As of August 4, 2021

NEW LINE PRODUCTIONS, INC.
4000 Warner Boulevard
Building 76
Burbank, California 91522

NOTICE OF IRREVOCABLE AUTHORITY

Picture: "THOSE WHO WISH ME DEAD"

Assignor: TWWMD HOLDINGS, LLC

Assignee: ACCESS ROAD CAPITAL LLC
238 Cedar Avenue
Hewlett, NY 11557

ACCESS ROAD CAPITAL LLC WIRING INSTRUCTIONS

Bank: U.S. Bank National Association
Bank Address: 1350 Euclid Avenue Cleveland, OH 44115
Beneficiary: Access Road Capital LLC
Beneficiary Address: 238 Cedar Ave Hewlett, NY 11557
Routing Number: 042000013
Account Number: 130126909584
BIC/SWIFT Code: USBKUS44IMT

Dear Sir or Madam:

Please refer to the agreement between us dated as of May 16, 2019, as amended as of February 1, 2021 (collectively "Agreement").

You are hereby irrevocably authorized and directed to pay to Assignee at the above address, or at such other address as Assignee may specify by notice in writing to you, all sums otherwise payable to Assignor as of August 4, 2021 in respect of said Picture under said Agreement.

Assignor hereby indemnifies you, your affiliated companies and all officers, directors, employees, licensees and assignees against any and all third party claims, demands and causes of action arising out of the assignment by Assignor and payment by you of the sums set forth in this Notice of Irrevocable Authority.

Very truly yours,

TWWMD HOLDINGS, LLC ("Assignor")

DocuSigned by:

By: Aaron Gilbert
5E05B98C84DA4EB

Its: Director

ACCEPTANCE

The undersigned, NEW LINE PRODUCTIONS, INC. ("New Line"), hereby acknowledges receipt of the above Notice of Irrevocable Authority, and agrees that it will pay directly to Assignee the sums therein authorized to be so paid.

New Line's agreement and obligation to pay as aforesaid is conditioned upon and subject to the following and to Assignee's written acknowledgment thereof:

1. Assignee's rights hereunder are, and shall be, subject and subordinate to: (a) all rights of New Line to distribute said Picture throughout the world without interference by Assignee or any person, firm or corporation claiming through Assignee; (b) all rights of New Line to recoup from the gross receipts of said Picture its distribution fees, distribution expenses and all other recoupable items in accordance with the terms and provisions of said Agreement; and (c) all rights of offset, defenses, claims and remedies which New Line may now or hereafter have against Assignor or Assignee.

2. Assignee shall have no independent right to examine or audit the books and records of New Line relating to said Picture. Any examination or audit of such books on behalf of Assignee shall be carried on only through said Assignor in accordance with the provisions of New Line's participation definition attached to said Agreement.

3. Assignee shall have no independent causes of action against New Line with respect to the matters contained herein.

NEW LINE PRODUCTIONS, INC.
("New Line")

By: ______________________________
Its:

ACKNOWLEDGED AND ACCEPTED:

TWWMD HOLDINGS, LLC
("Assignor")

DocuSigned by:
Aaron Gilbert
By: 5E05B98C84DA4EB...
Its: Authorized Signatory

ACCESS ROAD CAPITAL LLC
("Assignee")

By: ______________________________
Its:

This is **Exhibit "D"** referred to in the Affidavit of Joanne Austen made before me at Vancouver, British Columbia this 1st day of November, 2023.

A Commissioner for the taking of Affidavits for British Columbia

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

FORBEARANCE AGREEMENT

This Forbearance Agreement (the "Agreement"), dated as of June 10, 2021 is made by and among Bron Ventures 1, LLC and Bron Ventures 1 (Canada) Corp., (collectively, the "Borrower"), and Access Road Capital LLC (the "Lender").

Recitals

(1) The Borrower and the Lender are parties to a certain Loan Agreement dated as of May 29, 2020 (the "Loan Agreement") and, together with various other parties (the "Loan Parties") to the various documents referred to and defined in the Loan Agreement as the "Loan Documents." Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Loan Agreement and Loan Documents.

(2) One or more Events of Default have occurred under the Loan Agreement, including, without limitation, an Event of Default under Section 8.01 (a) of the Loan Agreement by virtue of Borrower's failure to repay all outstanding amounts under the Loan on or before May 29, 2021.

(3) Borrower and Loan Parties have asked Lender to forbear from exercising its rights and remedies under the Loan Agreement and the Loan Documents for a period of thirty (30) days, through and including June 30, 2021, to allow Borrower and its Affiliates sufficient time to complete pending negotiations with Lutry Capital to provide a loan that, if consummated, would, and would be used to pay the Loan in full.

(4) Borrower and Loan Parties have further acknowledged that if this financing does not timely close, it will be necessary, inter alia, for Lender or Borrower to sell one or more of Borrower's interests in the Portfolio Companies to repay the Loan.

(5) As a result of the Event of Default(s), Lender is entitled to pursue various legal and equitable remedies against Borrower in accordance with the terms of the Loan Documents and/or as otherwise provided by applicable law.

(6) Lender is prepared to forbear, for a limited period, from exercising its rights and remedies under the Loan Agreement and the Loan Documents, but only if, and only for so long as Borrower shall agree and abide by each of the covenants and undertakings as set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. Incorporation of Recitals. Borrower acknowledges that each of the foregoing Recitals is true and accurate, and each is incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Acknowledgements. The Borrowers (and each Loan Party, by executing and acknowledging a copy of this Agreement), hereby acknowledge, stipulate and agree that: (a) Events of Default under the Loan Agreement have occurred as of the date of this Agreement including, without limitation: (i) a breach of Borrower's obligations under Section 2.04 (c) (failure to timely commence a liquidation of its investments in the Portfolio Companies); and (ii) failure to repay the Loan in full on the Maturity Date, and that no further notice or passage of time is required for these events to constitute Events of Default; (b) as of May 29, 2021, Borrower owed Lender $ 17,107,831.00 (plus fees, costs and expenses) and that neither Borrower nor any Loan Party has any claims against the Lender or any of its Affiliates, and neither Borrower nor any Loan Party have any defenses with respect to repayment of the Loan, whether under the Loan Documents, or otherwise, including, but not limited to, by way of setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance; (c) there are no defaults by Lender under any of the Loan Documents; (d) all of the Loan Documents are in full force and effect and are enforceable in accordance with their terms; (e) Lender is entitled to immediately exercise all of its rights and remedies under the Loan Documents, including, without limitation, foreclosing on Bron Media Holdings USA Corp's membership interests in BV1 and all of Bron Media's interests as the sole shareholder of BV1 Canada, and/or exercising the rights of Bron Media Holdings USA Corp as the managing member of BV1 and all of the rights of Bron Media as the sole shareholder of BV1 Canada, and neither Borrower nor any Loan Party have any defenses to the exercise of such rights and remedies; (f) Lender is not waiving any Events of Default by this Agreement, and (g) prior to executing and delivering this Agreement, the Borrower consulted with and had the benefit of advice of legal counsel of their own selection and have relied upon the advice of such counsel, and have not relied in any part upon any representation of any Lender or any Lender's representatives or advisers concerning the legal effects of this Agreement or any provision hereof. All Events of Default existing as the Effective Date, including those identified in Section 1 (a) above, are referred to herein as the "Existing Defaults".

3. Agreement to Forbear; Forbearance Conditions.

(a) For so long as each of the conditions in Section 3(b) (the "Forbearance Conditions") are timely satisfied, the Lender agrees that from the Effective Date of this Agreement until its Termination Date (the "Forbearance Period"), the Lender will not, solely by reason of the existence of the Existing Defaults, demand payment, exercise any remedy available to the Lenders under the Loan Agreement, Loan Documents or applicable law.

(b) The following conditions shall constitute Forbearance Conditions, the timely and continued satisfaction of each and every one of which during the Forbearance Period shall be a condition to the agreement to forbear as set forth in Section 2(a) of this Agreement:

(i) The Borrower duly and punctually observes, performs and discharges each and every obligation and covenant on their part to be performed under this Agreement.

(ii) No Event of Default shall occur; *provided*, that no Existing Default shall be deemed an Event of Default for purposes of this Agreement.

(iii) No representation or warranty made by the Borrower in this Agreement shall be false or misleading in any respect.

(iv) No voluntary petition for relief under the Bankruptcy Code (or similar statute and law) is filed by either Borrower.

(v) No involuntary petition for relief under the Bankruptcy Code (or similar statute or law) is filed against either Borrower.

4. Forbearance Period and Termination. The Forbearance Period shall begin on the Effective Date (as defined in Section 4) and end on the earlier to occur of (a) June 30, 2021, and (b) the date that any Forbearance Default (as defined below) occurs (the "Termination Date"). If any one or more of the Forbearance Conditions is not satisfied at any time, the agreement to forbear as set forth in Section 3 of this Agreement shall, upon two (2) Business Days' written notice to the Borrower by the Lender (except in the case of a voluntary bankruptcy filing or similar proceeding within the scope of Section 3(b)(ix) above, in which case no notice shall be required) terminate, and the Lender shall thereupon have and may exercise all of the remedies available under the Loan Agreement and Loan Documents, without hindrance or interference from the Borrower or the Loan Parties. Except as expressly provided herein, the Lender reserves the right to exercise all of its rights and remedies under the Loan Documents.

5. Conditions Precedent. This Agreement shall not become effective unless and until the date that the date upon which Lender shall have received all of the following, to its satisfaction in its sole and absolute discretion (the "Effective Date"):

(a) counterparts of this Agreement duly executed by each Borrower;

(b) copy of all resolutions or other approvals reasonably necessary for any Borrower to enter into this Agreement, in substance and form acceptable to Lender;

(c) A duly executed Assignment of Membership Interest, in the form attached to the Equity Pledge Agreement (BV1), but which shall only be completed and delivered to "Assignee" (as defined therein) upon a foreclosure conducted in accordance with the UCC (as defined therein);

(d) Loan Parties confirm that the Limited Liability Company Agreement of Bron Ventures 1 LLC, made as of June 29, 2018 (an unexecuted copy of which was previously provided to Lender) is in full force and effect, that there have been no modifications or amendments to the agreement, that Hudson Creative Ventures LLC has withdrawn as a member of Bron Ventures 1 LLC, and that Bron Media Holdings USA Corp.'s Percentage Interest is 97%.;

(e) A written representation as to the current outstanding balances under the Epic Loan Documents and the existence or absence of any borrower defaults thereunder;

(f) A written representation as to the current outstanding balances under the Media Res Loan Documents and the existence or absence of any borrower defaults thereunder;

(g) Current financial and other information regarding the Portfolio Companies, including any valuations or estimations of value;

(h) Intentionally Omitted;

(i) a projection of all Gross Receipts anticipated or scheduled to be received within 180 days of the Effective Date, as defined in the Guaranty of Payment and Other Obligations Agreement, executed by Bron Media;

(j) The delivery, execution and acknowledgement by Fintage Collection Account Management B.V. of the Irrevocable Payment Instruction Letter for the motion pictures set forth in Schedule 1;

(k) The delivery, execution and acknowledgement by New Line Productions, Inc. of the Irrevocable Payment Instruction Letter for the motion picture entitled "*Those Who Wish Me Dead*";

(l) A principal reduction payment in the amount of $250,000.00, which Lender confirms has been made;

(m) A payment of Default Interest for the month of June, 2021, in the amount of $212, 500.00, which shall be earned in full upon receipt, which Lender confirms has been made;

(n) A forbearance fee of $37,500.00, which shall not be applied to any outstanding obligations under the Loan, which Lender confirms has been made;

(o) The payment of all attorneys' fees, advisory fees and expenses incurred by Lender in the negotiation and documentation of this Agreement; and

(p) A plan for the marketing, liquidation and sale of some or all of the Borrower's interests in the Portfolio Companies, so as to ensure an immediate and full repayment of the Loan, and all amounts due thereunder, in form and substance acceptable to Lender, in its sole and absolute discretion.

6. Representations and Warranties of Borrower. Borrower represents and warrants as follows:

(a) Duly Authorized. Borrower is a legal duly organized, validly existing and in good standing under the laws of formation and the execution, delivery and performance of this Agreement have been duly authorized by all required.

(b) Legal and Binding. This Agreement is a legally valid and binding obligation, enforceable in accordance with its terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

(c) Receipt of Notice. Borrower is in default under the terms of the Note, Loan Agreement and the Loan Documents as set forth in the Recitals to this Agreement and has received proper notice of the Event of Default and the acceleration of the Note.

(d) No Defenses. Borrower has no defenses or affirmative defenses, of any nature whatsoever in connection with the Event of Default or the assertion by Lender that Borrower is in default under the Note, the Loan Agreement, the Security Documents and the Loan Documents or the acceleration by Lender of all indebtedness thereunder, and Borrower has no claims or counterclaims against Lender, or which could be asserted against Lender by reason of any act, conduct or omission of Lender or any of its past or present officers, directors, shareholders, predecessors, employees and agents.

(e) Validity of Lien. Borrower has good and indefeasible title to the Collateral, and that the liens and security interests created by the Security Documents and the Loan Documents are valid and subsisting liens and security interests, and are superior to all liens and security interests, except for those exceptions permitted by Lender.

7. Continuing Default. Borrower and Lender agree that Lender has not, by any action, inaction, or by this Agreement, waived Borrower's obligation to cure the Events of Default and perform all of Borrower's obligations under the Loan Documents. Among other things, principal, interest and any other amounts shall continue to accrue and be payable as set forth in the Loan Documents, notwithstanding the execution of this Agreement. Accordingly, Lender shall have the discretion to enforce fully any or all of its rights under the Loan Documents at any time, without any notice to Borrower other than as required under the terms of the Loan Documents (unless such notice is waived by this Agreement), except as Lender has agreed to forbear therefrom by this Agreement.

8. Relationship of Parties; No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to alter the existing debtor-creditor relationship between the parties. This Agreement is not intended, nor shall it be construed, to create a partnership or joint venture relationship between or among any of the parties hereto. No Person other than a party hereto is intended to be a beneficiary hereof and no Person other than a party hereto shall be authorized to rely upon or enforce the contents of this Agreement.

9. Releases. Borrower restates and reaffirms the Release set forth in the Prenegotiation Letter Agreement signed by Borrower and dated May 27, 2021, as of the Effective Date, and each Loan Party hereby joins in such Release as of the Effective Date, on its own behalf and on behalf of its Affiliates.

10. Entire Agreement; Modification of Agreement; Verbal Agreements Not Binding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and thereof, and supersedes all other discussions, promises, representations, warranties, agreements and understandings between the parties with respect thereto. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all the parties hereto.

11. Construction; Section Headings; Severability. This Agreement has been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this

Agreement nor any alleged ambiguity herein shall be interpreted or resolved against any party on the grounds that such party or its counsel drafted this Agreement, or based on any other rule of strict construction. Each of the parties hereto represents that such party has carefully read this Agreement and all other instruments and agreements executed in connection herewith and that such party knows the contents hereof and has signed the same freely and voluntarily. Section titles and references contained in this Agreement have been inserted as a matter of convenience and for reference only and shall not control or affect the meaning or construction of any of the terms contained herein. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York without regard to conflicts of law principles and shall be governed by the venue provisions of Section 9.09 of the Loan Agreement.

13. Time of Essence. Time is of the essence in the performance of all terms and conditions and other obligations under this Agreement.

14. Attorney's Fees. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

15. Additional Documents. The parties hereto shall execute such other documents as may be necessary or as may be required, in the opinion of Lender or its counsel, to effect the transactions contemplated hereby and to protect the liens and security interests of the Security Documents, the insurance thereof, and the liens and/or security interests of all other collateral instruments,

16. Non-Waiver of Default. Neither this Agreement nor any forbearance hereunder shall be deemed a waiver of or consent to any Event of Default.

17. No Novation, etc. This Agreement is not intended to be, nor shall it be construed to create a novation or accord and satisfaction.

18. Counterparts; Waiver of Notice of Acceptance. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which taken together shall be one and the same instrument.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

Bron Ventures 1, LLC

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:______________________________
Name: Aaron Gilbert
Title: Director

Bron Ventures 1 (Canada) Corp.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:______________________________
Name: Aaron Gilbert
Title: Director

LENDER:

Access Road Capital LLC

DocuSigned by:
Jeremy Richards
610A6239B20F44E...

By:______________________________
Name:
Title:

ACKNOWLEDGED AND CONSENTED TO BY LOAN PARTIES:

Bron Media Corp.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________________
Its Director

Bron Studios USA, Inc.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________________
Its Director

Bron Media Holdings USA Corp.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________________
Its Director

Bron Media Holdings USA Inc.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________________
Its Director

Bron Animation, Inc.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________________
Its Director

Bron Studios UK Ltd.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:________________________

Its Director

Shadow Play Series Holdings UK Ltd.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:________________________

Its Director

TWWMD HOLDINGS, LLC

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:________________________

Its Director

SCHEDULE 1

Irrevocable Payment Instruction Letters

Assassination Nation

Beatriz at Dinner

Capone

Harry Haft

Henchmen

Leave No Trace

Needle in a Timestack

Parallel

Prospect

Shadowplay

Those Who Wish Me Dead

Tumbledown

Villains

SECOND FORBEARANCE AGREEMENT

This Second Forbearance Agreement (the "Agreement"), dated as of July 23, 2021 (the "Effective Date") is made by and among Bron Ventures 1, LLC and Bron Ventures 1 (Canada) Corp., (collectively, the "Borrower"), and Access Road Capital LLC (the "Lender").

Recitals

(1) The Borrower and the Lender are parties to a certain Loan Agreement dated as of May 29, 2020 (the "Loan Agreement") and, together with various other parties (the "Loan Parties") to the various documents referred to and defined in the Loan Agreement as the "Loan Documents." Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Loan Agreement and Loan Documents.

(2) One or more Events of Default have occurred under the Loan Agreement, including, without limitation, an Event of Default under Section 8.01 (a) of the Loan Agreement by virtue of Borrower's failure to repay all outstanding amounts under the Loan on or before May 29, 2021.

(3) Lender and Loan Parties previously entered into a Forbearance Agreement dated as of June 10, 2021 (the "First Forbearance Agreement") and the Forbearance Period as defined therein has expired.

(4) Borrower and Loan Parties have asked Lender to forbear from exercising its rights and remedies under the Loan Agreement and the Loan Documents for a further period through and including September 30, 2021, to allow Borrower and its Affiliates sufficient time to, by such date: complete pending negotiations with Lutry Capital to provide a loan that, if consummated, would, and would be used to pay the Loan in full; raise additional equity to pay off the Loan in full; or complete pending negotiations with Endeavor Content and consummate a sale of some or all of BV 1's interests in Media Res with proceeds sufficient to pay off the Loan in full.

(5) As a result of the Event of Default(s), Lender is entitled to pursue various legal and equitable remedies against Borrower in accordance with the terms of the Loan Documents and/or as otherwise provided by applicable law.

(6) Lender is prepared to forbear, for a limited period, from exercising its rights and remedies under the Loan Agreement and the Loan Documents, but only if, and only for so long as Borrower shall agree and abide by each of the covenants and undertakings as set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. Incorporation of Recitals. Borrower acknowledges that each of the foregoing Recitals is true and accurate, and each is incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Acknowledgements. The Borrowers (and each Loan Party, by executing and acknowledging a copy of this Agreement), hereby acknowledge, stipulate and agree that: (a) Events of Default under the Loan Agreement have occurred as of the date of this Agreement including, without limitation: (i) a breach of Borrower's obligations under Section 2.04 (c) (failure to timely commence a liquidation of its investments in the Portfolio Companies); (ii) the pledge of a portion of Lender's collateral to a third party, in violation of the Loan Agreement; and (iii) failure to repay the Loan in full on the Maturity Date, and that no further notice or passage of time is required for these events to constitute Events of Default; (b) as of June 30 2021, Borrower owed Lender the principal amount of $17,000,020.00 (plus fees, costs and expenses), has since made a payment of $2m on July 14, 2021, and that neither Borrower nor any Loan Party has any claims against the Lender or any of its Affiliates, and neither Borrower nor any Loan Party have any defenses with respect to repayment of the Loan, whether under the Loan Documents, or otherwise, including, but not limited to, by way of setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance; (c) there are no defaults by Lender under any of the Loan Documents; (d) all of the Loan Documents are in full force and effect and are enforceable in accordance with their terms; (e) the Forbearance Period under the First Forbearance Agreement has expired; and (e) Lender is entitled to immediately exercise all of its rights and remedies under the Loan Documents, including, without limitation, foreclosing on Bron Media Holdings USA Corp's membership interests in BV1 and all of Bron Media's interests as the sole shareholder of BV1 Canada, and/or exercising the rights of Bron Media Holdings USA Corp as the managing member of BV1 and all of the rights of Bron Media as the sole shareholder of BV1 Canada including, without limitation, the right to sell the Borrower's interests in the Portfolio Companies, and neither Borrower nor any Loan Party have any defenses to the exercise of such rights and remedies; (f) Lender is not waiving any Events of Default by this Agreement, and (g) prior to executing and delivering this Agreement, the Borrower consulted with and had the benefit of advice of legal counsel of their own selection and have relied upon the advice of such counsel, and have not relied in any part upon any representation of any Lender or any Lender's representatives or advisers concerning the legal effects of this Agreement or any provision hereof. All Events of Default existing as the Effective Date, including those identified in Section 2 (a) above, are referred to herein as the "Existing Defaults".

3. Agreement to Forbear; Forbearance Conditions.

(a) For so long as each of the conditions in Section 3(b) (the "Forbearance Conditions") are timely satisfied, the Lender agrees that from the Effective Date of this Agreement until its Termination Date (the "Forbearance Period"), the Lender will not, solely by reason of the existence of the Existing Defaults, demand payment, exercise any remedy available to the Lender under the Loan Agreement, Loan Documents or applicable law.

(b) The following conditions shall constitute Forbearance Conditions, the timely and continued satisfaction of each and every one of which during the Forbearance Period shall be a condition to the agreement to forbear as set forth in Section 2(a) of this Agreement:

(i) The Borrower duly and punctually observes, performs and discharges each and every obligation and covenant on their part to be performed under this Agreement.

(ii) No Event of Default shall occur; *provided*, that no Existing Default shall be deemed an Event of Default for purposes of this Agreement.

(iii) No representation or warranty made by the Borrower in this Agreement shall be false or misleading in any respect.

(iv) No voluntary petition for relief under the Bankruptcy Code (or similar statute and law) is filed by either Borrower.

(v) No involuntary petition for relief under the Bankruptcy Code (or similar statute or law) is filed against either Borrower.

(vi) On or before July 30, 2021, Borrower shall make a payment to Lender totaling $2,342,362.00, comprising Default Interest for the month of July in the amount of $342,362.00 and a principal reduction payment of $2,000,000.00. As used in this Agreement, "Default Interest" shall mean a rate per annum equal to 25% and calculated based on the actual number of days elapsed over a year of 360 days.

(vii) On or before August 31, 2021, Borrower shall make a further payment to Lender totaling $2,279,862.00, comprising Default Interest for the month of August in the amount of $279,862.00 and a principal reduction payment of $2,000,000.00.

(viii) On or before September 6, 2021, Borrower shall make a further payment to Lender of $ 229,167.00, comprising the prepayment of Default Interest for the month of September 2021, which shall be deemed fully earned upon payment and receipt.

(ix) Borrower shall at all times: (a) proceed diligently and expeditiously toward a sale, on or before September 30, 202, of some or all of BV 1's interests in Media Res to Endeavor Content (or an affiliate thereof) for a net amount at least equal to the outstanding balance of the Loan (the "Sale"); and (b) keep Lender fully and timely advised of all communications, exchanges and developments regarding the Sale (including all exchanges of draft term sheets or letters of intent).

4. Forbearance Period and Termination. The Forbearance Period shall begin on the Effective Date (as defined in Section 5) and end on the earlier to occur of (a) midnight Eastern Standard Time on September 30, 2021, and (b) the date that any Forbearance Default (as defined below) occurs (the "Termination Date"). If any one or more of the Forbearance Conditions is not satisfied at any time, the agreement to forbear as set forth in Section 3 of this Agreement shall immediately and automatically terminate, and the Lender shall thereupon have and may exercise all of the remedies available under the Loan Agreement and Loan Documents, without hindrance or interference from the Borrower or the Loan Parties. Except as expressly provided herein, the Lender reserves the right to exercise all of its rights and remedies under the Loan Documents.

5. Conditions Precedent. This Agreement shall terminate if Borrower fails to deliver all of the following to Lender on or before August 6, 2021:

(a) counterparts of this Agreement duly executed by each Borrower and the Loan Parties;

(b) copy of all resolutions or other approvals reasonably necessary for any Borrower and the Loan Parties to enter into this Agreement, in substance and form acceptable to Lender;

(c) A duly executed Assignment of Membership Interest, in the form attached to the Equity Pledge Agreement (BV1), but which shall only be completed and delivered to "Assignee" (as defined therein) upon a foreclosure conducted in accordance with the UCC (as defined therein);

(d) A written representation as to the current outstanding balances under the Epic Loan Documents and the existence or absence of any borrower defaults thereunder;

(e) A written representation as to the current outstanding balances under the Media Res Loan Documents and the existence or absence of any borrower defaults thereunder;

(f) Most current financial and other information regarding the Portfolio Companies in Borrower's possession, including, without limitation, current financial and other information for Media Res;

(g) a projection of all Gross Receipts anticipated or scheduled to be received within 180 days of the Effective Date, as defined in the Guaranty of Payment and Other Obligations Agreement, executed by Bron Media;

(h) The delivery, execution and acknowledgement by Fintage Collection Account Management B.V. of the Irrevocable Payment Instruction Letter for the motion pictures set forth in Schedule 1;

(i) The delivery, execution and acknowledgement by New Line Productions, Inc. of the Irrevocable Payment Instruction Letter for the motion picture entitled "*Those Who Wish Me Dead*";

(j) On or before July 23, 2021, the payment of a forbearance fee of $50,000.00, which shall not be applied to any outstanding obligations under the Loan; and

(k) The payment of all attorneys' fees, advisory fees and expenses incurred by Lender in the negotiation and documentation of this Agreement.

6. <u>Representations and Warranties of Borrower.</u> Borrower represents and warrants as follows:

(a) <u>Duly Authorized.</u> Borrower is a legal duly organized, validly existing and in good standing under the laws of formation and the execution, delivery and performance of this Agreement have been duly authorized by all required.

(b) Legal and Binding. This Agreement is a legally valid and binding obligation, enforceable in accordance with its terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

(c) Receipt of Notice. Borrower is in default under the terms of the Note, Loan Agreement and the Loan Documents as set forth in the Recitals to this Agreement and has received proper notice of the Event of Default and the acceleration of the Note.

(d) No Defenses. Borrower has no defenses or affirmative defenses, of any nature whatsoever in connection with the Event of Default or the assertion by Lender that Borrower is in default under the Note, the Loan Agreement, the Security Documents and the Loan Documents or the acceleration by Lender of all indebtedness thereunder, and Borrower has no claims or counterclaims against Lender, or which could be asserted against Lender by reason of any act, conduct or omission of Lender or any of its past or present officers, directors, shareholders, predecessors, employees and agents.

(e) Validity of Lien. Borrower has good and indefeasible title to the Collateral, and that the liens and security interests created by the Security Documents and the Loan Documents are valid and subsisting liens and security interests, and are superior to all liens and security interests, except for those exceptions permitted by Lender.

7. Continuing Default. Borrower and Lender agree that Lender has not, by any action, inaction, or by this Agreement, waived Borrower's obligation to cure the Events of Default and perform all of Borrower's obligations under the Loan Documents. Among other things, principal, interest and any other amounts shall continue to accrue and be payable as set forth in the Loan Documents, notwithstanding the execution of this Agreement. Accordingly, Lender shall have the discretion to enforce fully any or all of its rights under the Loan Documents at any time, without any notice to Borrower other than as required under the terms of the Loan Documents (unless such notice is waived by this Agreement), except as Lender has agreed to forbear therefrom by this Agreement.

8. Relationship of Parties; No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to alter the existing debtor-creditor relationship between the parties. This Agreement is not intended, nor shall it be construed, to create a partnership or joint venture relationship between or among any of the parties hereto. No Person other than a party hereto is intended to be a beneficiary hereof and no Person other than a party hereto shall be authorized to rely upon or enforce the contents of this Agreement.

9. Releases. Borrower restates and reaffirms the Release set forth in the Prenegotiation Letter Agreement signed by Borrower and dated May 27, 2021, as of the Effective Date, and each Loan Party hereby joins in such Release as of the Effective Date, on its own behalf and on behalf of its Affiliates.

10. Tax Credit Financing. The Loan Parties, on behalf of themselves and their Affiliates, covenant and agree that in addition to the Loan Parties' existing outstanding obligations under the Loan Documents, with respect to projects that will generate tax credits either in a US

State or Canadian Province, The Forest Road Company ("FRC") and its Affiliates shall have a right of first offer with respect to financing those credits until FRC and its Affiliates have actually financed five such projects. FRC shall be an express third-party beneficiary of this Section 10, which shall survive the termination of this Agreement.

11. Entire Agreement; Modification of Agreement; Verbal Agreements Not Binding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and thereof, and supersedes all other discussions, promises, representations, warranties, agreements and understandings between the parties with respect thereto. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all the parties hereto.

12. Construction; Section Headings; Severability. This Agreement has been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Agreement nor any alleged ambiguity herein shall be interpreted or resolved against any party on the grounds that such party or its counsel drafted this Agreement or based on any other rule of strict construction. Each of the parties hereto represents that such party has carefully read this Agreement and all other instruments and agreements executed in connection herewith and that such party knows the contents hereof and has signed the same freely and voluntarily. Section titles and references contained in this Agreement have been inserted as a matter of convenience and for reference only and shall not control or affect the meaning or construction of any of the terms contained herein. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York without regard to conflicts of law principles and shall be governed by the venue provisions of Section 9.09 of the Loan Agreement.

14. Time of Essence. Time is of the essence in the performance of all terms and conditions and other obligations under this Agreement.

15. Attorney's Fees. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

16. Additional Documents. The parties hereto shall execute such other documents as may be necessary or as may be required, in the opinion of Lender or its counsel, to effect the transactions contemplated hereby and to protect the liens and security interests of the Security Documents, the insurance thereof, and the liens and/or security interests of all other collateral instruments,

17. Non-Waiver of Default. Neither this Agreement nor any forbearance hereunder shall be deemed a waiver of or consent to any Event of Default.

18. No Novation, etc. This Agreement is not intended to be, nor shall it be construed to create a novation or accord and satisfaction.

19. Counterparts; Waiver of Notice of Acceptance. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which taken together shall be one and the same instrument.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

Bron Ventures 1, LLC

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:________________________________
Name: Aaron Gilbert
Title: Authorized Signatory

Bron Ventures 1 (Canada) Corp.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:________________________________
Name: Aaron Gilbert
Title: MD

LENDER:

Access Road Capital LLC

By:________________________________
Name: Idan Shani
Title: COO/CFO

ACKNOWLEDGED AND CONSENTED TO BY LOAN PARTIES:

Bron Media Corp

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________
Its CEO

Bron Studios USA, Inc.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________
Its CEO

Bron Media Holdings USA Corp.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________
Its Director

Bron Media Holdings USA Inc.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________
Its Director

Bron Animation, Inc.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

By:____________
Its MD

Bron Studios UK Ltd.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...

Its Director

Shadow Play Series Holdings UK Ltd.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...

Its Director

TWWMD HOLDINGS, LLC

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...

Its MD

SCHEDULE 1

Irrevocable Payment Instruction Letters

Assassination Nation

Beatriz at Dinner

Capone

Harry Haft

Henchmen

Leave No Trace

Needle in a Timestack

Parallel

Prospect

Shadowplay

Those Who Wish Me Dead

Tumbledown

Villains

THIRD FORBEARANCE AGREEMENT

This Third Forbearance Agreement (the "Agreement"), dated as of December 20, 2021 (the "Effective Date") is made by and among Bron Ventures 1, LLC and Bron Ventures 1 (Canada) Corp., (collectively, the "Borrower"), and Access Road Capital LLC (the "Lender").

Recitals

1. The Borrower and the Lender are parties to a certain Loan Agreement dated as of May 29, 2020 (the "Loan Agreement") and, together with various other parties (the "Loan Parties") to the various documents referred to and defined in the Loan Agreement as the "Loan Documents." Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Loan Agreement and Loan Documents.

2. One or more Events of Default have occurred under the Loan Agreement, including, without limitation, an Event of Default under Section 8.01 (a) of the Loan Agreement by virtue of Borrower's failure to repay all outstanding amounts under the Loan on or before May 29, 2021.

3. Lender and Loan Parties previously entered into a Forbearance Agreement dated as of June 10, 2021 (the "First Forbearance Agreement") and the Forbearance Period as defined therein has expired.

4. Lender and Loan Parties entered into a Second Forbearance Agreement dated as of July 23, 2021 (the "Second Forbearance Agreement") and the Forbearance Period as defined therein has expired.

5. Borrower and Loan Parties have asked Lender to forbear from exercising its rights and remedies under the Loan Agreement and the Loan Documents for a further period through and including June 30, 2022.

6. As a result of the Event of Default(s), Lender is entitled to pursue various legal and equitable remedies against Borrower in accordance with the terms of the Loan Documents and/or as otherwise provided by applicable law.

7. Lender is prepared to forbear, for a limited period, from exercising its rights and remedies under the Loan Agreement and the Loan Documents, but only if, and only for so long as Borrower shall agree and abide by each of the covenants and undertakings as set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. Incorporation of Recitals. Borrower acknowledges that each of the foregoing Recitals is true and accurate, and each is incorporated herein by this reference as though fully set forth in the body of this Agreement.

2. Acknowledgements. The Borrowers (and each Loan Party, by executing and acknowledging a copy of this Agreement), hereby acknowledge, stipulate and agree that: (a) Events of Default under the Loan Agreement have occurred as of the date of this Agreement including, without limitation: (i) a breach of Borrower's obligations under Section 2.04 (c) (failure to timely commence a liquidation of its investments in the Portfolio Companies); (ii) the pledge of a portion of Lender's collateral to a third party, in violation of the Loan Agreement; and (iii) failure to repay the Loan in full on the Maturity Date, and that no further notice or passage of time is required for these events to constitute Events of Default; (b) as of November 30 2021, Borrower owed Lender the amount of $ 9,809.013.09 (plus fees, costs and expenses), plus interest from and after that date at the per diem rate of $6,663.73, and that neither Borrower nor any Loan Party has any claims against the Lender or any of its Affiliates, and neither Borrower nor any Loan Party have any defenses with respect to repayment of the Loan, whether under the Loan Documents, or otherwise, including, but not limited to, by way of setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance; (c) there are no defaults by Lender under any of the Loan Documents; (d) all of the Loan Documents are in full force and effect and are enforceable in accordance with their terms; (e) the Forbearance Periods under the First Forbearance Agreement and the Second Forbearance Agreement have expired; and (e) Lender is entitled to immediately exercise all of its rights and remedies under the Loan Documents, including, without limitation, foreclosing on Bron Media Holdings USA Corp's membership interests in BV1 and all of Bron Media's interests as the sole shareholder of BV1 Canada, and/or exercising the rights of Bron Media Holdings USA Corp as the managing member of BV1 and all of the rights of Bron Media as the sole shareholder of BV1 Canada including, without limitation, the right to sell the Borrower's interests in the Portfolio Companies, and neither Borrower nor any Loan Party have any defenses to the exercise of such rights and remedies; (f) Lender is not waiving any Events of Default by this Agreement, (g) the Interest Rate payable under the Loan Agreement and the Loan Documents is 25% per annum; and (h) prior to executing and delivering this Agreement, the Borrower consulted with and had the benefit of advice of legal counsel of their own selection and have relied upon the advice of such counsel, and have not relied in any part upon any representation of any Lender or any Lender's representatives or advisers concerning the legal effects of this Agreement or any provision hereof. All Events of Default existing as the Effective Date, including those identified in Section 2 (a) above, are referred to herein as the "Existing Defaults".

3. Agreement to Forbear; Forbearance Conditions.

(a) Subject to timely satisfaction of the conditions set forth in Section 5, below, for so long as each of the conditions in Section 3(b) (the "Forbearance Conditions") are timely satisfied, the Lender agrees that from the Effective Date of this Agreement until its Termination Date (the "Forbearance Period"), the Lender will not, solely by reason of the existence of the Existing Defaults, demand payment, exercise any remedy available to the Lender under the Loan Agreement, Loan Documents or applicable law.

(b) The following conditions shall constitute Forbearance Conditions, the timely and continued satisfaction of each and every one of which during the Forbearance Period shall be a condition to the agreement to forbear as set forth in Section 2(a) of this Agreement. The failure to timely perform or satisfy any of these Forbearance Conditions shall be a "Forbearance Default":

(i) The Borrower duly and punctually observes, performs and discharges each and every obligation and covenant on their part to be performed under this Agreement.

(ii) No Event of Default shall occur; provided, that no Existing Default shall be deemed an Event of Default for purposes of this Agreement.

(iii) No representation or warranty made by the Borrower in this Agreement shall be false or misleading in any respect.

(iv) No voluntary petition for relief under the Bankruptcy Code (or similar statute and law) is filed by either Borrower.

(v) No involuntary petition for relief under the Bankruptcy Code (or similar statute or law) is filed against either Borrower.

(vi) On or before the last day of each calendar month, Borrower shall pay to Lender in cash an amount equal to the interest accrued for the calendar month at the Interest Rate on the balance of the Loan owing as of the 1st day of each such calendar month (irrespective of any payments made on the loan during the calendar month. As used in this Agreement, "Interest Rate" shall mean a rate per annum equal to 25% and calculated based on the actual number of days elapsed over a year of 360 days.

(vii) In addition to the payments set forth in the preceding paragraph 3 (vi), Borrower shall pay to Lender an amount equal to 50% of all Sales Fees received by it or any of its affiliates directly from a collection account (if one exists for the underlying payments) or within three (3) business days of receipt of such Sales Fees by Borrower or its affiliates. "Sales Fees" shall be defined as any and all sales, sales agency, distribution or other fees and expenses payable to the Loan Parties or any of their affiliates in connection with their distribution of motion picture, television and other product, including, without limitation, the titles identified in Schedule 1 (which shall be attached to this Agreement no later than January 7, 2022 and which Borrower represents and warrants are currently all such fees and expenses due to the Loan Parties and their affiliates) and any and all such fees and expenses which become due to Loan Parties or their affiliates hereafter. (Borrower covenants and agrees to promptly update and supplement Schedule 1 as and when new Sales Fees are created) Borrower shall provide Lender with an accounting of all Sales Fees received during a calendar month within three business days of the end of the month.

(viii) In addition to the payments set forth above, no later than three business days after the end of each calendar month commencing with payments for the January 2022 calendar month, Bron shall make a payment to Lender equal to the positive difference (if any) between (a) 10% of the Gross Revenues for the prior calendar month (as the term "Gross Revenues" is defined in that certain Bron Media Corp. Guaranty of Payment and Other Obligations, dated May 29, 2020) and the amount of Sales Fees actually paid to Lender by Borrower in the prior month.

(ix) On or before January 31, 2022, Borrower shall have delivered to Lender documents, in form and substance acceptable to Lender in its sole and absolute discretion, granting lender a validly perfected, first priority security interest in and to all of the Sales Fees and shall have an ongoing obligation to update and modify said agreements to include any and all Sales Fees that come into existence on or after February 1, 2022.

(x) Borrower shall at all times: (a) proceed diligently, expeditiously and in good faith toward a sale of some or all of its remaining interests in the Portfolio Companies and commencing February 1, 2022 provide Lender with a bi-weekly written update regarding such efforts on the first business day of the following week; and (b) commencing February 1, 2022 attempt to finance or sell the Media Res Receivable (defined below) upon terms and conditions acceptable to Lender, with the net proceeds of such transaction to be used to pay down the Loan. "Media Res Receivable" shall mean the amounts payable to Bron Media Corp., Bron Ventures 1, LLC and or Bron Studios USA Inc. pursuant to paragraph 1 of that certain Transactions and Settlement Agreement dated October 27, 2021, by and between the foregoing parties and Media Res Studio, LLC. Loan Parties acknowledge and agree that Lender has a validly perfected, first priority security interest in and to the Media Res Receivable.

4. Forbearance Period and Termination. The Forbearance Period shall begin on the Effective Date (as defined in Section 5) and end on the earlier to occur of (a) midnight Eastern Standard Time on June 30, 2022, and (b) the date that any Forbearance Default (as defined above) occurs (the "Termination Date"). If any one or more of the Forbearance Conditions is not satisfied at any time, the agreement to forbear as set forth in Section 3 of this Agreement shall immediately and automatically terminate, and the Lender shall thereupon have and may exercise all of the remedies available under the Loan Agreement and Loan Documents, without hindrance or interference from the Borrower or the Loan Parties. Except as expressly provided herein, the Lender reserves the right to exercise all of its rights and remedies under the Loan Documents.

5. Conditions Precedent. This Agreement shall terminate if Borrower fails to deliver all of the following to Lender on or before December 31, 2021:

(a) counterparts of this Agreement duly executed by each Borrower and the Loan Parties;

(b) copy of all resolutions or other approvals reasonably necessary for any Borrower and the Loan Parties to enter into this Agreement, in substance and form acceptable to Lender;

(c) a cash payment equal to $1,015,588.72, which shall reduce to outstanding balance of the Loan to $9,000,000.00 as of December 31, 2021;

(d) financial information in its possession for each of the Portfolio Companies as of the end of the third quarter of 2021 as of the date of this Agreement and, promptly upon receipt, all additional financial information for each of the Portfolio Companies that comes into its possession after the date of this Agreement; and

(e) The payment of all attorneys' fees, advisory fees and expenses incurred by Lender in the negotiation and documentation of this Agreement.

The Effective Date of this agreement shall be the first date on which all of the foregoing conditions are satisfied or waived in writing by Lender, but no later than December 31, 2021.

6. Representations and Warranties of Borrower. Borrower represents and warrants as follows:

(a) Duly Authorized. Borrower is a legal duly organized, validly existing and in good standing under the laws of formation and the execution, delivery and performance of this Agreement have been duly authorized by all required.

(b) Legal and Binding. This Agreement is a legally valid and binding obligation, enforceable in accordance with its terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

(c) Receipt of Notice. Borrower is in default under the terms of the Note, Loan Agreement and the Loan Documents as set forth in the Recitals to this Agreement and has received proper notice of the Event of Default and the acceleration of the Note.

(d) No Defenses. Borrower has no defenses or affirmative defenses, of any nature whatsoever in connection with the Event of Default or the assertion by Lender that Borrower is in default under the Note, the Loan Agreement, the Security Documents and the Loan Documents or the acceleration by Lender of all indebtedness thereunder, and Borrower has no claims or counterclaims against Lender, or which could be asserted against Lender by reason of any act, conduct or omission of Lender or any of its past or present officers, directors, shareholders, predecessors, employees and agents.

(e) Validity of Lien. Borrower has good and indefeasible title to the Collateral, and that the liens and security interests created by the Security Documents and the Loan Documents are valid and subsisting liens and security interests, and are superior to all liens and security interests, except for those exceptions permitted by Lender.

7. Continuing Default. Borrower and Lender agree that Lender has not, by any action, inaction, or by this Agreement, waived Borrower's obligation to cure the Events of Default and perform all of Borrower's obligations under the Loan Documents. Among other things, principal, interest and any other amounts shall continue to accrue and be payable as set forth in the Loan Documents, notwithstanding the execution of this Agreement. Accordingly, Lender shall have the discretion to enforce fully any or all of its rights under the Loan Documents at any time, without any notice to Borrower other than as required under the terms of the Loan Documents (unless such notice is waived by this Agreement), except as Lender has agreed to forbear therefrom by this Agreement.

8. Relationship of Parties; No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to alter the existing debtor-creditor relationship between the parties. This Agreement is not intended, nor shall it be construed, to create a partnership or joint venture

relationship between or among any of the parties hereto. No Person other than a party hereto is intended to be a beneficiary hereof and no Person other than a party hereto shall be authorized to rely upon or enforce the contents of this Agreement.

9. Releases. Borrower restates and reaffirms the Release set forth in the Prenegotiation Letter Agreement signed by Borrower and dated May 27, 2021, as of the Effective Date, and each Loan Party hereby joins in such Release as of the Effective Date, on its own behalf and on behalf of its Affiliates.

10. Tax Credit Financing. The Loan Parties, on behalf of themselves and their Affiliates, covenant and agree that in addition to the Loan Parties' existing outstanding obligations under the Loan Documents, with respect to projects that will generate tax credits either in a US State or Canadian Province, The Forest Road Company ("FRC") and its Affiliates shall have a right of first offer with respect to financing those credits until FRC and its Affiliates have actually financed five such projects (giving credit ot any and all financings offered to FRC and its Affiliates pursuant to the First Forbearance Agreement and/or the Second Forbearance Agreement) . FRC shall be an express third-party beneficiary of this Section 10, which shall survive the termination of this Agreement.

11. Entire Agreement; Modification of Agreement; Verbal Agreements Not Binding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and thereof, and supersedes all other discussions, promises, representations, warranties, agreements and understandings between the parties with respect thereto. This Agreement may not be modified, altered or amended except by an agreement in writing signed by all the parties hereto.

12. Construction; Section Headings; Severability. This Agreement has been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Agreement nor any alleged ambiguity herein shall be interpreted or resolved against any party on the grounds that such party or its counsel drafted this Agreement or based on any other rule of strict construction. Each of the parties hereto represents that such party has carefully read this Agreement and all other instruments and agreements executed in connection herewith and that such party knows the contents hereof and has signed the same freely and voluntarily. Section titles and references contained in this Agreement have been inserted as a matter of convenience and for reference only and shall not control or affect the meaning or construction of any of the terms contained herein. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York without regard to conflicts of law principles and shall be governed by the venue provisions of Section 9.09 of the Loan Agreement.

14. Time of Essence. Time is of the essence in the performance of all terms and conditions and other obligations under this Agreement.

15. Attorney's Fees. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

16. Additional Documents. The parties hereto shall execute such other documents as may be necessary or as may be required, in the opinion of Lender or its counsel, to effect the transactions contemplated hereby and to protect the liens and security interests of the Security Documents, the insurance thereof, and the liens and/or security interests of all other collateral instruments.

17. Non-Waiver of Default. Neither this Agreement nor any forbearance hereunder shall be deemed a waiver of or consent to any Event of Default.

18. No Novation, etc. This Agreement is not intended to be, nor shall it be construed to create a novation or accord and satisfaction.

19. Counterparts; Waiver of Notice of Acceptance. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which taken together shall be one and the same instrument.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

Bron Ventures 1, LLC

DocuSigned by:

By: Aaron Gilbert

5E05B98C84DA4EB...

Name:
Title:

Bron Ventures 1 (Canada) Corp.

DocuSigned by:

Aaron Gilbert

5E05B98C84DA4EB...

By:
Name:
Title:

LENDER:

Access Road Capital LLC

By: Idan Shani

Name: Idan Shani
Title: Chief Operating Officer/Chief Financial Officer

ACKNOWLEDGED AND CONSENTED TO BY LOAN PARTIES:

Bron Media Corp.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Its: ____________

Bron Studios USA, Inc.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Its: ____________

Bron Media Holdings USA Corp.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Its: ____________

Bron Media Holdings USA Inc.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Its: ____________

Bron Animation, Inc.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Its: ____________

Bron Studios UK Ltd.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Its: ____________

Shadow Play Series Holdings UK Ltd.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Its: ____________

TWWMD HOLDINGS, LLC

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Its: ____________

SCHEDULE 1

SALES FEES

This is **Exhibit "E"** referred to in the Affidavit of Joanne Austen made before me at Vancouver, British Columbia this 1st day of November, 2023.

A Commissioner for the taking of Affidavits for British Columbia

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of May 29, 2020 (this "Agreement"), among BRON VENTURES 1, LLC, a Delaware limited liability company; and together with any Person that may become a Guarantor and execute a Security Agreement to secure the Guaranteed Obligations from time to time following the date hereof, the "Debtors"; and each individually, a "Debtor"), and Access Road Capital, LLC, a New York limited liability company (the "Secured Party").

WHEREAS, the Debtor has entered into a Loan Agreement, dated as of the date hereof (as amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement"), with the Secured Party pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to extend credit to the Borrower;

WHEREAS, it is a condition precedent to the Secured Party's extending credit to the Borrower under the Loan Agreement that the Debtors execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Debtors wish to grant security interests in favor of the Secured Party as herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

(a) All capitalized terms used herein without definition shall have the respective meanings provided therefor in the Loan Agreement. All terms defined in the UCC and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term shall have the meaning specified in Article 9.

(b) The following terms shall have the following meanings:

"Chief Executive Office" means the location where the Debtors manage the main part of its business operations or other affairs as contemplated by Section 9-307 of the UCC.

"Excluded Accounts" means any deposit account that is used for the sole purpose of making payroll and withholding tax payments related thereto and other employee wage and benefits payments and accrued and unpaid employee compensation.

"Excluded Property" means (a) any property in which the Debtor now or hereafter has rights, to the extent in each case, that a security interest may not be granted by the Debtor in such property as a matter of applicable law, rule or regulation, or under the effective terms of the property or the governing document applicable thereto, without the consent of one or more parties thereto other than any Debtor, but only for so long as such consent has not been obtained provided however, each Debtor shall use commercially reasonable efforts to avoid the requirement of third party consents in all after acquired property; (b) any application for registration of a Trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged; and (c) "margin stock" (within the meaning of Regulation U). Notwithstanding the foregoing any and all proceeds of Excluded Property to the extent that the proceeds are not themselves Excluded Property shall be Collateral.

"Guaranteed Obligations" means all of the Obligations and other indebtedness, obligations, liabilities and undertakings of the Debtors to the Secured Party, of any kind or description, individually or collectively, direct or indirect, joint or several, absolute or contingent, due or to become due, voluntary or involuntary, now existing or hereafter arising including all interest (whether arising before or after the filing of a petition in bankruptcy and including all interest accrued after the petition date), irrespective of whether for the payment of money, under or in respect of the Loan Agreement, this Agreement, or any other Loan Document, including any other instruments or agreements executed and delivered pursuant thereto or in connection therewith, and all costs, fees (including attorneys' fees) and other expenses that the Debtors are hereby or otherwise required to pay pursuant to the Loan Documents, by law or otherwise.

"State" means the State of New York.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Secured Party's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions relating to such perfection or priority and for purposes of definitions relating to such provisions.

2. GRANT OF SECURITY INTEREST.

Grant; Collateral Description. The Debtors hereby grant to the Secured Party, to secure the payment and performance in full of all of the Guaranteed Obligations, a security interest in all property and assets now owned or hereafter acquired or arising, whether governed by Article 9 of the UCC or other law, wherever located, including without limitation, all of each of the following (the "Collateral"):

(a) accounts (including health-care-insurance receivables);

(b) chattel paper (whether tangible or electronic);

(c) Commercial Tort Claims;

(d) deposit accounts;

(e) documents (including electronic documents);

(f) general intangibles (including payment intangibles) and registered copyrights;

(g) goods (including inventory, equipment, and any accessions thereto);

(h) instruments (including promissory notes);

(i) investment property;

(j) letter of credit rights (whether the letter of credit is evidenced by writing);

(k) money;

(l) oil and gas and other minerals before extraction;

(m) insurance and insurance claims;

(n) Excluded Properties but only to the extent such property no longer constitutes Excluded Property for whatever reason including that the consent required to permit this pledge is obtained or applicable law is no longer effective to prohibit this pledge;

(o) fixture property;

(p) other personal property;

(q) supporting obligations of all assets listed in clauses (a) through and including (p) herein; and

(r) all proceeds and products of all assets listed in clauses (a) through and including (q) herein.

Notwithstanding the foregoing, in no event shall Collateral include Excluded Property, provided however, that all proceeds of Excluded Property shall be Collateral to the extent that the proceeds are not themselves an Excluded Property.

3. AUTHORIZATION TO FILE FINANCING STATEMENTS. The Debtors hereby irrevocably authorize the Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction financing statements (including amendments and continuations thereto) that (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required for the sufficiency or filing office acceptance of any financing statement or amendment, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request. Each Debtor hereby ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4. OTHER ACTIONS. Further to insure the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, the Debtor agrees, in each case at the Debtor's own expense, to take the following actions with respect to the following Collateral:

4.1. Promissory Notes And Tangible Chattel Paper. If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, the Debtor shall promptly within five (5) Business Days of acquisition thereof, endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

4.2. Deposit Accounts. For each deposit account that any Debtor owns on the date hereof or at any time opens or maintains after the date hereof, the Debtor shall, within 30 days after request by the Secured Party, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the depositary bank to agree to comply without further consent of the Debtor, with instructions from the Secured Party directing the disposition of funds from time to time credited to such deposit account, or (b) arrange for the Secured Party to become the sole customer of the depositary bank with respect to the deposit account, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw funds from such deposit account. The provisions of this paragraph shall not apply to Excluded Accounts.

4.3. Investment Property. Other Debtor's interest in the Portfolio Companies, if any Debtor shall at any time hold or acquire any certificated securities, the Debtor shall promptly within five (5) Business Days of acquisition thereof, endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify. If any securities now or hereafter acquired by the Debtor are uncertificated and are issued to the Debtor or its nominee directly by the issuer thereof, the Debtor shall promptly within five (5) Business Days of acquisition thereof, notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the issuer to agree to comply, without further consent of the Debtor or such nominee, at any time with instructions from the Secured Party as to such securities, or (b) arrange for the Secured Party to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Debtor are held by the Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall promptly within five (5) Business Days of acquisition thereof, notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply, in each case without further consent of the Debtor or such nominee, at any time with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Secured Party to such commodity intermediary, or (b) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such investment property, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such investment property.

4.4. Collateral In The Possession Of A Bailee. If any Collateral at any time is in the possession of a bailee, the Debtor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party and such bailee's agreement to comply, without further consent of the Debtor, at any time with instructions of the Secured Party as to such Collateral.

4.5. Electronic Chattel Paper, Electronic Documents And Transferable Records. If the Debtor at any time holds or acquires an interest in any electronic chattel paper, any electronic document or any "transferable record", as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Debtor shall promptly within five (5) Business Days of acquisition thereof, notify the Secured Party thereof and, at the request and option of the Secured Party, shall take such action as the Secured Party may reasonably request to vest in the Secured Party control, under Section 9-105 of the UCC, of such electronic chattel paper, control, under Section 7-106 of the UCC, of such electronic document or control, under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as in effect in such jurisdiction, of such transferable record.

4.6. Letter-Of-Credit Rights. If the Debtor is at any time a beneficiary under a letter of credit, the Debtor shall promptly within five (5) Business Days of receipt thereof notify the Secured Party and, at the request and option of the Secured Party, the Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Secured Party of the proceeds of the letter of credit or (b) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the proceeds of the letter of credit are to be applied as provided in the Section 2.04 of the Loan Agreement.

4.7. Commercial Tort Claims. If the Debtor shall at any time hold or acquire a Commercial Tort Claim, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

4.8. Other Actions As To Any And All Collateral. The Debtor further agrees, upon request of the Secured Party and at the Secured Party's option, to take any and all other actions as the Secured Party may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, including (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code of any relevant jurisdiction, to the extent, if any, that the Debtor's signature is required, (b) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (d) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to the Secured Party, including any consent of any licensor, lessor or other person obligated on Collateral and any party or parties whose consent is required for the security interest of the Secured Party to attach, (e) obtaining waivers from mortgagees and landlords who may have liens on fixtures in form and substance satisfactory to the Secured Party and (f) taking all actions under any other law, as reasonably determined by the Secured Party to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

5. RELATION TO OTHER SECURITY DOCUMENTS. The provisions of this Agreement supplement the provisions of any real estate mortgage or deed of trust granted by the Debtor to the Secured Party and which secures the payment or performance of any of the Guaranteed Obligations. Nothing contained in any such real estate mortgage or deed of trust shall derogate from any of the rights or remedies of the Secured Party hereunder. In addition to the provisions of this Agreement being so read and construed with any such mortgage or deed of trust, the provisions of this Agreement shall be read and construed with the other Security Documents referred to below in the manner so indicated.

5.1. Equity Pledge Agreement. Upon the occurrence of an Event of Default, Bron Media Holdings USA, Inc. and the Borrower shall execute and deliver to the Secured Party equity pledge agreements(s) pursuant to which such member and the Borrower shall grant a security interest to the Secured Party in all of the equity interest of any subsidiary, including the Portfolio Companies. If there is a conflict between such equity pledge agreement and this Agreement, this Agreement shall govern.

5.2. Patent And Trademark Assignments. If requested by the Secured Party, the Debtor shall execute and deliver the Secured Party a Patent Security Agreement and/or a Trademark Security Agreement pursuant to which the Debtor shall grant to the Secured Party certain Collateral consisting of issued patents and patent rights and registered trademarks, service marks and trademark and service mark rights, together with the goodwill appurtenant thereto. The provisions of the Patent Security Agreement and the Trademark Security Agreement are supplemental to the provisions of this Agreement, and nothing contained in the Patent Security Agreement or the Trademark Security Agreement shall derogate from any of the rights or remedies of the Secured Party hereunder. Neither the delivery of, nor anything contained in, the Patent Security Agreement or the Trademark Security Agreement shall be deemed to prevent or postpone the time of attachment or perfection of any security interest in such Collateral created hereby.

5.3. Copyright Memorandum. If requested by the Secured Party, the Debtor shall execute and deliver to the Secured Party for recording in the United States Copyright Office (the "Copyright Office") a Memorandum of Grant of Security Interest in Copyrights pursuant to which the Debtor shall grant to the Secured Party certain Collateral consisting of registered copyrights. The provisions of the Memorandum of Grant of Security Interest in Copyrights are supplemental to the provisions of this Agreement, and nothing contained in the Memorandum of Grant of Security Interest in Copyrights shall derogate from any of the rights or remedies of the Secured Party hereunder. Neither the delivery of, nor anything contained in, the Memorandum of Grant of Security Interest in Copyrights shall be deemed to prevent or postpone the time of attachment or perfection of any security interest in such Collateral created hereby.

6. REPRESENTATIONS AND WARRANTIES CONCERNING DEBTOR'S LEGAL STATUS. The Debtor has delivered to the Secured Party concurrently herewith a certificate signed by the Debtor and entitled "Perfection Certificate" (the "Perfection Certificate") in the form annexed hereto as Exhibit A. The Debtor represents and warrants to the Secured Party on the date hereof:

6.1. The Debtor is a registered organization of the type, and is organized in the jurisdiction, set forth in the Perfection Certificate. The name of the Debtor that is indicated on the Perfection Certificate and on the signature page hereof is the name of the Debtor that is stated to be its name on its public organic record.

6.2. The Perfection Certificate accurately sets forth each of the Debtor's place of business and, if more than one, its Chief Executive Office, as well as the Debtor's mailing address, if different. All other information set forth on the Perfection Certificate pertaining to each Debtor is materially accurate and complete. Other than as disclosed from time to time as required by the Loan Agreement, there has been no change in any of such information since the last date on which the Perfection Certificate was signed by each Debtor.

7. COVENANTS CONCERNING DEBTOR'S LEGAL STATUS. Each Debtor covenants with the Secured Party that it shall provide thirty (30) days prior written notice to the Secured Party of any proposed change to (a) its name as reflected on its public organic record; (b) its jurisdiction of organization and (c) its type of organization or other legal structure (or its intention to cease to be a registered organization).

8. REPRESENTATIONS AND WARRANTIES CONCERNING COLLATERAL, ETC. The Debtor further represents and warrants to the Secured Party as follows: (a) the Debtor is the owner of the Collateral, free from any right or claim of any person or any adverse lien, security interest or other encumbrance, except for Permitted Liens, (b) other than as disclosed herein, none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in Section 9-102(a)(34) of the UCC, (c) other than as disclosed herein, none of the account debtors or other persons obligated on any of the Collateral is a governmental authority, covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral, (d) the Debtor holds no Commercial Tort Claim except as indicated on the Perfection Certificate, (e) the Debtor has at all times operated its business in compliance with applicable laws, (f) all other information set forth on the Perfection Certificate pertaining to the Collateral is materially accurate and complete, and (g) there has been no change in any of such information since the date on which the Perfection Certificate was last signed by each Debtor and (h) the Memorandum of Grant of Security Interest in Copyrights (if applicable) identifies all now existing material registered copyrights and other rights in and to all material registered copyrightable works of the Debtor, identified, where applicable, by title, author and/or Copyright Office registration number and date.

9. COVENANTS CONCERNING COLLATERAL, ETC. The Debtor further covenants with the Secured Party as follows: (a) other than in the ordinary course of business the Collateral, to the extent not delivered to the Secured Party pursuant to Section 4, will be kept at those locations listed on the Perfection Certificate and the Company will not remove the Collateral from such locations, without providing at least 30 days prior written notice to the Secured Party, (b) except for Permitted Liens, the Debtor shall be the owner of the Collateral free from any right or claim of any other person or any lien, security interest or other encumbrance, and the Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming the Collateral or any interests therein materially adverse to the Secured Party, (c) the Debtor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or other encumbrance in the Collateral in favor of any person, or become bound (as provided in Section 9-203(d) of the UCC or otherwise) by a security agreement in favor of any person as secured party, other than with respect to Permitted Liens, (d) the Debtor will keep the Collateral in good order and repair, (e) the Debtor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located and (f) promptly within five (5) Business Days of acquisition to provide to the Secured Party like identifications of all material registered copyrights and other rights in and to all material registered copyrightable works hereafter acquired by the Debtor, and, upon request of the Secured Party, to execute and deliver to the Secured Party a supplemental Memorandum of Grant of Security Interest in Copyrights, in form and substance satisfactory to the Secured Party, modified to reflect such subsequent acquisitions and registrations.

10. INSURANCE.

10.1. Maintenance of Insurance. The Debtor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Debtor will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to the Secured Party. In addition, upon request of the Secured Party, all such insurance shall be payable to the Secured Party as loss payee under a "standard" loss payee clause. Without limiting the foregoing, the Debtors will (a) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (b) maintain all such workers' compensation or similar insurance as may be required by law and (c) maintain, in amounts and with deductibles equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death or property damage occurring on, in or about the properties of the Debtor; business interruption insurance; and product liability insurance.

10.2. Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (a) unless an Event of Default has occurred and is continuing, be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, and (b) in all other circumstances, be held by the Secured Party as cash collateral for the obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds as provided in Section 2.05 of the Loan Agreement.

10.3. Continuation of Insurance. In the event of failure by the Debtor to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. Upon the request of the Secured Party, the Debtor shall furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

11. COLLATERAL PROTECTION EXPENSES; PRESERVATION OF COLLATERAL.

11.1. Expenses Incurred By Secured Party. In the Secured Party's discretion after an Event of Default has occurred and is continuing, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums, in each case to the extent that the Debtor fails to do so. The Debtor agrees to reimburse the Secured Party on demand for all expenditures so made. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof be construed as a waiver or cure of any Event of Default.

11.2. Limitations on Secured Party's Obligations And Duties. Anything herein to the contrary notwithstanding, the Debtor shall remain obligated and liable under each contract or agreement that constitutes the Collateral. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account.

12. SECURITIES AND DEPOSITS. The Secured Party may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Guaranteed Obligations. Whether or not any Guaranteed Obligations are due, the Secured Party may demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Guaranteed Obligations, any deposits or other sums at any time credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Guaranteed Obligations.

13. NOTIFICATION TO ACCOUNT DEBTORS AND OTHER PERSONS OBLIGATED ON COLLATERAL. The Debtor shall, at the request and option of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, without notice to or demand upon the Debtor, so notify account debtors and other persons obligated on the Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party without commingling the same with other funds of the Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Guaranteed Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available and irrevocable funds of the items giving rise to them.

14. POWER OF ATTORNEY.

14.1. Appointment And Powers Of Secured Party. The Debtor hereby irrevocably appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full power and authority in the place of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following, after an Event of Default has occurred and is continuing: generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the UCC and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or advisable to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do, including, without limitation, (a) the filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (b) upon written notice to the

Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities, and (c) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

14.2. Ratification By Debtor. To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

14.3. No Duty On Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

14.4. REMEDIES. After an Event of Default has occurred and is continuing, the Secured Party shall, without any other notice to or demand upon the Debtor, thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies as may be provided by applicable law, including the right to exercise control of any account pursuant to a control agreement, collect payments due pursuant to any Collateral directly from third parties and take possession of other Collateral (if any), and for that purpose the Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor at least ten (10) days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that ten (10) days prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, the Secured Party's right after an Event of Default has occurred and is continuing to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto. To the maximum extent permitted by applicable law, Secured Party may be the purchaser of any or all of the Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply all or any part of the Guaranteed Obligations as a credit on account of the purchase price of any Collateral payable at such sale.

14.5. STANDARDS FOR EXERCISING REMEDIES. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Party, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. The Debtor acknowledges that the purpose of this Section14.5 is to provide nonexhaustive indications of what actions or omissions by the Secured Party would not be commercially unreasonable in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 14.5. Without limitation upon the foregoing, nothing contained in this Section 14.5 shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 14.5.

14.6. NO WAIVER BY SECURED PARTY, ETC. The Secured Party shall not be deemed to have waived any of its rights upon or under the Guaranteed Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Guaranteed Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

15. SURETYSHIP WAIVERS BY DEBTOR. The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Guaranteed Obligations and the Collateral, the

Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 11.2. The Debtor further waives any and all other suretyship defenses.

16. MARSHALING. The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Guaranteed Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshaling of collateral under this Agreement or under any other instrument, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

17. PROCEEDS OF DISPOSITIONS; EXPENSES. The Debtor shall pay to the Secured Party on demand amounts equal to any and all expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights under or in respect of any of the Guaranteed Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Guaranteed Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Guaranteed Obligations in such order or preference as is provided in Section 2.05 of the Loan Agreement, proper allowance and provision being made for any Guaranteed Obligations not then due. Upon the final payment and satisfaction in full of all of the Guaranteed Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any excess shall be returned to the Debtor, and the Debtor shall remain liable for any deficiency in the payment of the Guaranteed Obligations.

18. OVERDUE AMOUNTS. Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the applicable rate of interest set forth in the Loan Agreement.

19. GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Debtor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Debtor by mail at the address specified in Section 9.02 of the Loan Agreement. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL. *THE DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR GUARANTEED OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR GUARANTEED OBLIGATIONS.* Except as prohibited by law, the Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Debtor (a) certifies that neither the Secured Party nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 20.

21. MISCELLANEOUS. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. This Agreement may not be modified or amended in any manner except in writing executed by the Secured Party and each Debtor. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

22. TERMINATION. Upon the indefeasible payment in full of the Guaranteed Obligations and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, the security interests granted herein shall automatically terminate and all rights to the Collateral shall revert to Debtor. Upon any such termination, Secured Party will, at Debtor's expense, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination. Such documents shall be prepared by Debtor and shall be in form and substance reasonably satisfactory to Secured Party.

23. NOTICES. Notices hereunder shall be given as provided in Section 7.1 of the Loan Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Borrower and the Secured Party have caused this Agreement to be duly executed as of the date first above written.

BRON VENTURES 1, LLC, a Delaware limited liability company

By:________________________
Name: Aaron Gilbert
Title: director

Accepted to and Agreed:

ACCESS ROAD CAPITAL, LLC
a New York limited liability company

By:________________________
Name:
Title:

IN WITNESS WHEREOF, intending to be legally bound, the Borrower and the Secured Party have caused this Agreement to be duly executed as of the date first above written.

BRON VENTURES 1, LLC, a Delaware limited liability company

By:__________________________
Name:
Title:

Accepted to and Agreed:

ACCESS ROAD CAPITAL, LLC
a New York limited liability company

By:__________________________
Name: Idan Shani
Title: COO/CFO

EXHIBIT A

PERFECTION CERTIFICATE

May 29, 2020

BRON VENTURES 1, LLC, a Delaware limited liability company (the "Borrower" or "Debtor") hereby certifies, with reference to a certain Security Agreement dated as of the date hereof (the "Security Agreement") (terms defined in such Security Agreement having the same meanings herein as specified therein), between the Debtor and ACCESS ROAD CAPITAL, LLC, a New York limited liability company (the "Secured Party"), to the Secured Party as follows:

1. **Name**. The exact legal name of the Debtor as that name appears on its formation document is as follows:

1. Jurisdiction of Organization:

2. Type of Organization:

2. **Other Identifying Factors**.

(a) The following is the mailing address of the Debtor:

(b) If different from its mailing address, the Debtor's place of business or, if more than one, its Chief Executive Office is located at the following address:

Address	County	State

(c) The following is the type of organization of the Debtor:

(d) The following is the jurisdiction of the Debtor's organization:

3. **Other Names, Etc**.

(a) The following is a list of any other business or organization to which the Debtor became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

(b) Attached hereto as Schedule 3 is the information required in Section 2 for any other business or organization to which the Debtor became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

4. **Other Current Locations**.

The following are the names and addresses of all persons or entities other than the Debtor, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral:

Name	Mailing Address	County	State

5. **Prior Locations**.

Set forth below is the information required by Section 4 with respect to each other location at which, or other person or entity with which, any of the Collateral has been previously held at any time during the past twelve months:

Name	Address	County	State

6. **Fixtures**.

Attached hereto as Schedule 6 is the information required by UCC Section 9-502(b) of each state in which any of the Collateral consisting of fixtures are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

7. **Unusual Transactions**.

Except for those purchases, acquisitions and other transactions described on Schedule 3 or on Schedule 7 attached hereto, all of the Collateral has been originated by the Debtor in the ordinary course of the Debtor's business or consists of goods which have been acquired by the Debtor in the ordinary course from a person in the business of selling goods of that kind.

8. **Filing Fees**.

All filing fees and taxes payable in connection with the filings described in Sections 9 and 10 have been paid.

9. **Collateral Subject to a Certificate of Title**.

Attached hereto as Schedule 7 is a list of all the Collateral that is subject to a certificate of title.

10. **Government Contracts**.

Attached hereto as Schedule 8 is a list of all contracts that Debtor has with government account debtors.

11. Deposit, Securities and Commodities Accounts.

Attached hereto as Schedule 11 is a list of all deposit, securities and commodities accounts including the owner and use of each account.

12. **Intellectual Property**

Attached hereto as Schedule 12 is a list of all trademarks, patents and copyrights and licenses of intellectual property

13. **Instruments**

Attached hereto as Schedule 13 is a list of all promissory notes.

14. **Commercial Tort Claims**

Attached hereto as Schedule 14 is a list of all commercial tort claims.

15. **Letter of Credit Right**

Attached hereto as Schedule 15 is a list of all letter of credit rights.

16. **Aircraft; Vessels, Boats, Ships**

Attached hereto as Schedule 16 is a list of all aircraft, vessels, boats and ships.

17. **Insurance**:

Each of the following firms provides insurance services for the Debtor(s).

Debtor(s)	Name of Insurance Provider

Each Debtor maintains the following insurance with respect to itself and its properties:

Debtor(s)	Insurance Provider	Policy Type and Number	Description of Coverage Amounts

18. **Farm Products and Collateral that is Proceeds of Farm Products**

Attached hereto as Schedule 18 is a list of all farm products and Collateral that is proceeds of farm products.

IN WITNESS WHEREOF, we have hereunto signed this Certificate as of the date first written above.

BRON VENTURES 1, LLC a Delaware limited liability company

By:____________________________

Name:

Title:

This is **Exhibit "F"** referred to in the Affidavit of Joanne Austen made before me at Vancouver, British Columbia this 1st day of November, 2023.

A Commissioner for the taking of Affidavits for British Columbia

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS (the "Assignment") is entered into as of May 29, 2020 by and between BRON MEDIA CORP., a British Columbia company, (the "Assignor") and ACCESS ROAD COMPANY, LLC, a New York limited liability company (the "Assignee").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Loan Agreement") between Bron Ventures 1, LLC, a Delaware limited liability company (the "BV1"), Bron Ventures 1 (Canada) Corp., a British Columbia company ("BV1 Canada" and together with BV1, the "Borrower") and the Assignee, the Assignee has agreed, subject to the terms and conditions set forth in the Loan Agreement, to make a loan to Assignor;

WHEREAS, Assignor, as lender, and MEDIA RES STUDIOS, LLC, a Delaware limited liability company ("Media Res"), as borrower, are parties to that certain Revolving Loan Agreement in the original principal amount of $2,526,000 dated January 2, 2018 (including all amendments, modifications, restatements, and proceeds thereof, the "Media Res Loan Agreement"), a true and accurate copy of which is attached hereto as Exhibit A, which is incorporated herein by reference;

WHEREAS, the terms of the Loan Agreement require that the Assignor assign the Media Res Loan Agreement to the Assignee to secure the Obligations; and

WHEREAS, the Assignor is willing to assign the Media Res Loan Agreement to the Assignee as security for the Obligations pursuant to the terms of this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. DEFINITIONS.

(a) All capitalized terms used herein without definition shall have the respective meanings provided therefor in the Loan Agreement. All terms defined in the UCC and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term shall have the meaning specified in Article 9.

(b) The following terms shall have the following meanings:

"State" means the State of New York.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Assignee's security interest in any item or portion of the collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions relating to such perfection or priority and for purposes of definitions relating to such provisions.

2. COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS; GRANT OF SECURITY INTEREST. In order to secure the Borrower's Obligations, Assignor hereby collaterally transfers, assigns and conveys to Assignee any and all of the right, title and interest of Assignor in and with respect to the Media Res Loan Agreement and all of the loan documents evidencing or securing the Media Res Loan Agreement, including without limitation the documents described on Exhibit B attached hereto and incorporated herein (as amended, restated or otherwise modified from time to time, the "Media Res Loan Documents").

3. AUTHORIZATION TO FILE FINANCING STATEMENTS. The Assignor hereby irrevocably authorizes the Assignee at any time and from time to time to file in any Uniform Commercial Code jurisdiction financing statements (including amendments and continuations thereto) in the appropriate jurisdictions to perfect Assignee's security interest in the Media Loan Documents. Assignor hereby ratifies its authorization for the Assignee to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4. ASSIGNOR'S COVENANTS.

4.1. Assignor agrees and covenants to (i) fulfill, perform and observe each and every material condition and covenant of Assignor contained in any of the Media Res Loan Documents; (ii) give prompt notice to Assignee of any notice of default under any of the Media Res Loan Documents given by or to Assignor, together with a complete copy or statement of any information submitted or referenced in support of such claim; (iii) at the sole cost and expense of Assignor, to enforce the performance and observance of each and every covenant and condition of the Media Res Loan Documents to be performed or observed by any other party to any of the Media Res Loan Documents; and (iv) at the sole cost of Assignor, appear in and defend any action growing out of or in any manner connected with any of the Media Res Loan Documents.

4.2. The liability of Assignor under this Assignment shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Loan Agreement, the Note or any of the other Loan Documents;

(b) any change in the time, manner or place of payment of, the interest rate payable under, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from the Loan Agreement, the Note or any of the other Loan Documents;

(c) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Assignor, Borrower or a guarantor.

This Assignment shall continue to be effective or be reinstated, as the case may be, if (i) at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Assignor upon the insolvency, bankruptcy or reorganization of Assignor or otherwise, all as though such payment had not been made, or (ii) this Assignment is released in consideration of a payment of money or transfer of property or grant of a security interest by Assignor or any other Person and such payment, transfer or grant is rescinded or must otherwise be returned by Assignor upon the insolvency, bankruptcy or reorganization of such Person or otherwise, all as though such payment, transfer or grant had not been made. To the extent permitted by applicable law, Assignor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Assignment and any requirement that the Assignor protects, secures, perfects or insures any security interest or lien or any property subject thereto or exhaust any right or take any action against the Borrower or any other Person or any collateral.

4.3. Additionally, except as may be prohibited by applicable law, Assignor waives:

(a) All statutes of limitations as a defense to any action or proceeding brought against Assignor by the Assignee pursuant to the Assignment;

(b) Any right it may have to require the Assignee to proceed against the Borrower, proceed against or exhaust any security held from the Borrower, or pursue any other remedy in the Assignee's power to pursue, and any defense based on any homestead exemption or other exemption under applicable law, whether available to Assignor;

(c) Any defense based on any limitation of liability or recourse in any other Loan Document or arising under law or any claim that Assignor's obligations exceed or are more burdensome than those of the Borrower;

(d) Any defense based on (i) any legal disability of the Assignor, (ii) any release, discharge, modification, impairment or limitation of the liability of Assignor from any cause, whether consented to by the Assignee or arising by operation of law or from any Bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, including any proceeding under the Bankruptcy Reform Act of 1978, as amended or recodified (the "Bankruptcy Code"), or under any other present or future state or federal law regarding Bankruptcy, reorganization or other relief to debtors (collectively, "Debtor Relief Laws"), or (iii) any rejection or disaffirmance of the Loan, or any part of it, or any security held for it, in any such insolvency proceeding;

(e) Any defense based on any action taken or omitted by the Assignee in any insolvency proceeding involving Assignor, including any election to have the Assignor's claim allowed as being secured, partially secured or unsecured, any extension of credit by the Assignee to the Assignor in any insolvency proceeding, and the taking and holding by the Lender of any security for any such extension of credit;

(f) All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of intention to accelerate, notices of acceleration, notices of any suit or any other action against Assignor or any other person, notices of default, notices of dishonor, notices of acceptance of this Assignment and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind except for any demand or notice by the Assignee to Assignor expressly provided for elsewhere in this Assignment;

(g) Any defense based on or arising out of any defense that Assign or the Borrower may have to the payment or performance of the Obligations or any part of them; and

(h) Any defense based on any lack of authority of the officers, directors, partners, members or agents acting or purporting to act on behalf of Assignor or any principal of Assignor or any defect in the formation of the Assignor or any principal of Assignor.

4.4. ASSIGNOR'S RIGHTS IF NO DEFAULT. So long as there shall exist no default by Assignor or the Borrower in the performance of any obligation, covenant or agreement contained in this Assignment or the Loan Documents, Assignor shall have the right to collect all installments of principal and interest paid to Assignor under or pursuant to the Media Res Loan Documents. Assignor covenants and agrees to enforce any and all provisions, terms or conditions in the Media Res Loan Documents which inure to the benefit of Assignor or which impose any obligation of performance, payment or otherwise upon Assignor. If there shall be a default under the Loan Documents on the part of Assignor, Borrower, or any other Affiliate of Assignor that is a party to a Loan Document, for any reason, Assignee may, at its option, without assuming any of the obligations of Assignor under the Media Res Loan Documents and without waiving or releasing Assignor from any of the terms hereof or any of the Obligations, cure the default, and the cost of curing the same (and all necessary and incidental costs and expenses of Assignee in connection therewith, including, but not limited to, reasonable counsel fees), with interest at the highest rate payable on the Obligations from the time of the advance or advances therefore, shall be deemed an additional advance to Assignor and Borrower and part of the Obligations, under the Loan Agreement and shall be due and payable by Assignor to Assignee upon demand.

5. REPRESENTATIONS AND WARRANTIES. Assignor further agrees, represents and warrants that:

5.1. The Media Res Loan Documents constitute legal, valid and binding obligations of Media Res, enforceable against Media Res in accordance with their respective terms.

5.2. There are no set-offs or counterclaims of any kind or character against the sums due with respect to the Media Res Loan Documents, and neither Media Res nor any other party thereto has any defense, either real or personal, with respect to the Media Res Loan Documents

5.3. The Media Res Loan Documents have not been modified, amended, altered or changed by Assignor or Media Res in any manner.

5.4. Assignor has good and marketable title to the Media Res Loan Documents, free and clear of any lien, security interest, assignment, encumbrance, participation or other interest thereon by any party except as created by this Assignment or otherwise existing in favor of Assignee. Assignor has not pledged, transferred, assigned or otherwise conveyed an interest in the Media Res Loan Documents, except to Assignee; and the security interest granted to Assignee hereunder will give to Assignee a first priority security interest in the Media Res Loan Documents and the proceeds thereof.

5.5. The Assignor will deliver to Assignee the original version of the Media Res Loan Documents, including, without limitation, the original Note and such Note will be endorsed over to Assignee on the bottom thereof with the endorsement "Pay to the Order of "Access Road Company, LLC". Lender agrees to redeliver the Note and any other original Media Res Loan Documents to Assignor and endorse the Note over to Assignor upon satisfaction of the Obligations and complete performance by Borrower of the Loan Documents.

5.6. The loan under the Media Res Loan Agreement is not currently secured by any collateral other than the Media Res Loan Loan Documents.

5.7. The outstanding principal balance under the Media Res Loan Agreement is $2,526,000 as of the date hereof.

5.8. Assignor has the right, power and authority to assign its right, title and interests in and to the Media Res Loan Documents to Assignee. Assignor has not heretofore assigned, mortgaged, pledged, encumbered or otherwise hypothecated its rights, title and interests under the Media Res Loan Documents in any manner nor will Assignor do so at any time hereafter without Assignee's prior written consent in each instance. Any such assignment, mortgage, pledge or encumbrance without Assignee's consent shall be void and of no force and effect.

5.9. Assignor will keep and perform the obligations to be kept and performed by it under the Media Res Loan Documents.

5.10. Assignor will not without the prior written consent of Assignee, modify, amend, alter, change, cancel or terminate the Media Res Loan Documents except to the extent Assignor in its sole but reasonable discretion determines is necessary to file and prosecute declaratory or other proceedings or miscellaneous filings in order to protect title to the Media Res Loan Documents or as necessary and proper to keep the Media Res Loan Documents in full force and effect.

5.11. Assignor specifically acknowledges and agrees that Assignee does not assume, and shall have no responsibility for, the payment of any sums due or to become due under the Media Res Loan Documents or the performance of any obligations to be performed under or with respect to the Media Res Loan Documents by Assignor or by Media Res, and Assignor hereby agrees to indemnify and hold Assignee harmless with respect to any and all claims by any person relating thereto.

5.12. If an Event of Default (defined below) shall occur hereunder, and during the continuation thereof in addition to all other rights and remedies of Assignee pursuant to any agreements of Assignor in favor of or assigned to and held by Assignee or pursuant to applicable law or otherwise, Assignee and its successors assigns or designees shall have all rights and benefits of Assignor under the Media Res Loan Documents, including, without limitation, any and all of Assignor's rights to receive payments thereunder and rights to indemnification, without modifying or discharging any of the Obligations or the Media Res Loan Documents. Upon the occurrence of any Event of Default and the expiration of all grace and cure periods, if any, Assignor agrees to execute any and all documents requested by Assignee in its sole discretion to enable Assignee to exercise all of the rights of Assignor under the Media Res Loan Documents. The specified remedies to which Assignee may resort under the terms of this Assignment are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Assignee may be lawfully entitled in case of any breach or threatened breach by Assignor of any provision hereof or of any of the Obligations. Nothing contained in this Assignment and no act or action taken or done by Assignee pursuant to the powers and rights granted it hereunder or under any instrument collateral hereto shall be deemed to be a waiver by Assignee of any of its rights and remedies against the Borrower or against Assignor under the other Loan Documents. The right of Assignee to collect and enforce collection of the Obligations and to enforce any security and collateral held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder.

5.13. Upon an Event of Default, and the expiration of all grace and cure periods, if any, Assignee shall receive all payments and other benefits under the Media Res Loan Documents directly from the obligor under the Media Res Loan Agreement and Assignor agrees to instruct such obligor to make all such payments to Assignee. Any monies or other proceeds under or in connection with the Media Res Loan Documents received by Assignor in violation of the foregoing covenant, shall not be commingled with any other property of Assignor, but shall be segregated, held by Assignor in trust for, and immediately delivered to, Assignee for application to the payment of the Obligations.

5.14. Assignee may take, or release, other security which it may hold for the payment of the Obligations, may release any party primarily or secondarily liable therefore, and may apply any other security held by it to the satisfaction, or partial satisfaction, of such Obligations, without prejudice to any of its rights under this Assignment.

5.15. This Assignment shall inure to the benefit of Assignee and its successors, assigns and designees and any other participant in or owner of any of the Obligations, and shall be binding upon any subsequent owner of Assignor's interest in and to the Media Res Loan Documents.

5.16. Assignor covenants to execute and deliver to Assignee, upon demand, such additional assurances, writings or other instruments as may be required by Assignee to effectuate the purpose hereof.

6. EVENTS OF DEFAULT. Each of the following shall be an event of default hereunder (herein "Event(s) of Default"):

6.1. An Event of Default occurs under the Media Res Loan Agreement or any of the other Media Res Loan Documents or any other agreement, instrument or document evidencing, guarantying, securing or otherwise executed or delivered in connection with the Loan Agreement or the Loan Documents, as "Event of Default", a "Default" or the like shall be defined therein.

6.2. Any representation or warranty of Assignor set forth in this Assignment or in any agreement, instrument, document, certificate or financial statement evidencing, guarantying, securing or otherwise related to, this Assignment or any of the Obligations shall be materially inaccurate or misleading.

6.3. Assignor shall fail to observe or perform any material covenant or condition required in this Assignment or in any of the Loan Documents evidencing, guarantying, securing or otherwise related to the Loan or Assignor shall otherwise default in the observance or performance of any covenant or agreement set forth in any of the foregoing.

6.4. Assignor shall fail to observe or perform any material covenant or condition required in this Assignment or in any of the Loan Documents evidencing, guarantying, securing or otherwise related to the Loan or Assignor shall otherwise default in the observance or performance of any covenant or agreement set forth in any of the foregoing.

7. POWER OF ATTORNEY.

7.1. Appointment And Powers Of Assignee. Assignor hereby designates and appoints Assignee and each of its designees or agents as attorney-in-fact of such Assignor irrevocably and with power of substitution, with authority to execute and deliver for and on behalf of such Assignor any and all instruments, documents, agreements and other writings necessary or advisable for the exercise on behalf of such Assignor of any rights, benefits or options created or existing under or pursuant to the Media Res Loan Documents; to endorse the name of Assignor on its behalf on any and all notes, acceptances, checks, drafts, money orders, instruments or other evidences of collateral, that may come into Assignee's possession; to execute proofs of claim and loss; to execute endorsements, assignments or other instruments of conveyance and transfer; to adjust and compromise any claims under insurance policies or otherwise; to execute releases; and to do all other acts and things necessary and advisable in the discretion of Assignee to carry out and enforce this Assignment or the Obligations. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid and any obligation under any of the Loan Documents remains unsatisfied.

7.2. Ratification By Assignor. To the extent permitted by law, the Assignor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

7.3. No Duty On Assignee. The powers conferred on the Assignee hereunder are solely to protect its interests in connection with the enforcement of the Media Res Loan Documents and shall not impose any duty upon it to exercise any such powers. The Assignee shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Assignor for any act or failure to act, except for the Assignee's own gross negligence or willful misconduct.

8. GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Assignor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 9.02 of the Loan

Agreement. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

9. WAIVER OF JURY TRIAL. *THE DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR GUARANTEED OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR GUARANTEED OBLIGATIONS.* Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that neither the Assignee nor any representative, agent or attorney of the Assignee has represented, expressly or otherwise, that the Assignee would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Assignee is a party, the Assignee is relying upon, among other things, the waivers and certifications contained in this Section 9.

10. MISCELLANEOUS. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns. This Agreement may not be modified or amended in any manner except in writing executed by the Assignee and each Assignor. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

11. TERMINATION. Upon the indefeasible payment in full of the Obligations and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, the security interests granted herein shall automatically terminate and all rights to the Media Res Loan Documents shall revert to Assignor. Upon any such termination, Assignee will, at Assignor's expense, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination. Such documents shall be prepared by Assignor and shall be in form and substance reasonably satisfactory to Assignee.

12. NOTICES. Notices hereunder shall be given as provided in Section 7.1 of the Loan Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed effective as of the first date set forth above.

BRON MEDIA CORP.
a British Columbia company

By: ______________________
Printed Name: Aaron Gilbert
Title: director

ACCESS ROAD COMPANY, LLC
a New York limited liability company

By: ______________________
Printed Name: Idan Shani
Title: COO/CFO

EXHIBIT A
LOAN AGREEMENT

FINAL

MEDIA RES STUDIO, LLC

REVOLVING LOAN AGREEMENT

Dated as of January 2, 2018

REVOLVING LOAN AGREEMENT

This **REVOLVING LOAN AGREEMENT** (this "Agreement") dated as of January 2, 2018 (the "Effective Date") between **BRON MEDIA CORP.**, a British Columbia corporation ("Lender"), and **MEDIA RES STUDIO, LLC**, a Delaware limited liability company ("Company"), provides the terms on which Lender shall lend to Company and Company shall repay Lender. The parties agree as follows:

ARTICLE I
ACCOUNTING AND OTHER TERMS

Accounting terms not defined in this Agreement shall be construed following GAAP. Calculations and determinations must be made following GAAP. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Article XIII.

ARTICLE II
REVOLVING LOANS AND TERMS OF PAYMENT

2.1 Promise to Pay. Company hereby unconditionally promises to pay Lender the outstanding principal amount of all Advances and all accrued and unpaid interest thereon as and when due in accordance with this Agreement.

2.2 Revolving Advances.

(a) Availability. Subject to the terms and conditions of this Agreement, Lender shall make Advances not exceeding the Availability Amount and not less than the Minimum Disbursement Amount. Amounts borrowed under the Revolving Line shall be repaid and, prior to the Maturity Date, may be reborrowed, subject to the applicable terms and conditions precedent herein.

(b) Termination; Repayment. The Revolving Line terminates on the Maturity Date; provided, it is understood between the parties that, notwithstanding anything herein or in any Loan Document to the contrary, no outstanding Obligations as of the Maturity Date (including any unpaid interest thereon) shall be due and payable on the Maturity Date, and the Obligations are only to be required to be repaid pursuant to Section 2.2(d) below (which may occur after the Maturity Date). Company may terminate the Revolving Line in accordance with Section 12.1.

(c) Voluntary Prepayment. Company shall have the option to prepay any Advance and/or all outstanding Advances, in whole or in part and without premium or penalty; provided that Company (i) shall provide written notice (where email is sufficient) to Lender of its election to prepay such Advance(s) at least three (3) Business Days given prior to 2:00 p.m., Pacific time, prior to such prepayment and (ii) pays, on the date of such prepayment, all outstanding principal with respect to such Advance(s) and any accrued but unpaid interest with respect to such Advance(s). Each notice of prepayment shall specify the prepayment date, each Advance to be prepaid and the principal amount thereof, shall be irrevocable and shall commit the Company to prepay such Advance in the amount and on the date stated therein.

(d) Mandatory Repayment.

(i) Production Proceeds. No later than ten (10) Business Days following the date of receipt by Company of any net cash proceeds in connection with Company's licensing of a television series that is produced by Company, and in any case no later than the first day of principal photography on a pilot or series, Company shall repay the Advances outstanding in respect of such pilot or series or another pilot or series for which Advances were made hereunder in an aggregate amount equal to such net cash proceeds. Upon receipt of such net cash proceeds, at the expense of the Company, Lender shall execute such releases, terminations or other documentation the Company may request to evidence the release of Lender's Security Interest in connection with such series.

(ii) Advances in Excess of Revolving Line. If at any time the aggregate principal amount of the Advances exceeds the Revolving Line amount, the Company shall, within five (5) Business Days, repay the Advance(s) in an amount necessary to eliminate such excess.

(iii) Sale of Company. On the date of receipt by Company of any net cash proceeds from any "Sale of the Company" (as defined in the Operating Agreement), Company shall repay the Advances in whole and the Revolving Line shall be permanently terminated in accordance with Section 12.1.

2.3 Payment of Interest on the Advances.

(a) Interest Rate. The principal amount outstanding under the Revolving Line shall accrue interest at a rate equal to 8.00% per annum, compounded annually. Except for payments required pursuant to Section 2.2(c) and/or Section 2.2(d), accrued but unpaid interest shall be payable only on the Advances when repaid pursuant to Section 2.2(d).

(b) Default Rate. Immediately upon the occurrence and during the continuance of a Material Event of Default, all outstanding Advances shall bear interest at a rate per annum which is two percentage points (2.00%) per annum above the rate that is otherwise applicable thereto (i.e. ten percent 10%) for a period of the first six (6) months of such Event of Default, thereafter, all outstanding Advances shall bear interest at a rate per annum which is five percentage points (5.00%) above the rate that is otherwise applicable thereto (i.e. thirteen percent 13%) (the "Default Rate"). Payment or acceptance of the increased interest rate provided in this Section 2.3(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Lender.

(c) Payment; Interest Computation. Unless otherwise specified, interest shall be computed on the basis of a 365 or 366 day year (as the case may be) and for the actual number of days elapsed. In computing interest, (i) all payments received after 2:00 p.m. Pacific time on any day shall be deemed received at the opening of business on the next Business Day and (ii) the date of the making of any Advance shall be included and the date of payment shall be excluded; provided, however, that if any Advance is repaid on the same day on which it is made, such day shall be included in computing interest on such Advance. In the event any interest is paid under this Agreement which is deemed to be in excess of the then legal maximum rate under ant applicable law, then that portion of the interest payment representing an amount in excess of the then legal maximum rate under any applicable law shall be deemed a payment of principal and applied against the applicable Advance.

2.4 Payments; Application of Payments.

(a) All payments to be made by Company under this Agreement shall be made in immediately available funds in Dollars before 2:00 p.m. Pacific time on the date when due. Payments of principal and/or interest received after 2:00 p.m. Pacific time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional interest shall continue to accrue until paid.

(b) Any payments received by Lender on account of the Advances shall be applied in the following order: (i) to payment of all accrued and unpaid interest on the Advances, (ii) to payment of the unpaid principal of the Advances and (iii) the balance, if any, after all Advances and all accrued and unpaid interest have been paid in full, to Company or as otherwise required by law.

(c) Upon the occurrence and during the continuance of an Event of Default, any and all proceeds received by Lender either from Company or from any sale of the Collateral pursuant hereto, shall be applied first toward payment of all reasonable out-of-pocket costs and expenses paid or incurred by the Lender in enforcing or collecting under the Loan Documents and in realizing on or protecting any Collateral, including, without limitation, court costs and reasonable attorney's fees and out-of-pocket expenses incurred by the Lender, and second to the payment in full of all other Obligations in accordance with Section 2.4(b).

2.5 Withholding. Payments received by Lender from the Company under this Agreement will be made free and clear of and without deduction of any Tax. Specifically, however, if at any time any Governmental Authority, applicable law, regulation or international agreement requires the Company to make any withholding or deduction of any Tax from any such payment or other sum payable hereunder to Lender, then the Company shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted and withheld to the relevant Governmental Authority in accordance with applicable law. If such Tax is an Indemnified Tax, the Company hereby covenants and agrees that the amount due from the Company with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction, Lender receives a net sum equal to the sum which it would have received had no withholding or deduction been required. The Company will, upon request, furnish Lender with proof reasonably satisfactory to Lender indicating that the Company has made such withholding payment; provided, however, that the Company need not make any withholding payment if the amount or validity of such withholding payment is contested in good faith by appropriate and timely proceedings and as to which payment in full is bonded or reserved against by the Company. Lender shall deliver to the Company any applicable IRS Form W-8BEN, W-8BEN-E, W-8IMY or W-8ECI or such other documentation establishing an exemption from withholding on any payments made hereunder. The agreements and obligations of Company contained in this Section 2.5 shall survive the termination of this Agreement.

ARTICLE III
CONDITIONS OF LOANS

3.1 Conditions Precedent to Initial Advance. Lender's obligation to make the initial Advance is subject to the condition precedent that Lender shall have received the following:

(a) this Agreement, the General Security Agreement, the Promissory Note and the Power of Attorney duly executed and delivered by Company, in original or .pdf format (with originals to follow promptly after such initial Advance);

(b) the Organizational Documents and long-form good standing certificate of Company certified by the Secretary of State (or equivalent agency) of Company's jurisdiction of formation, as of a date no earlier than thirty (30) days prior to the Effective Date; and

(c) signature and incumbency certificates of the officers of Company executing this Agreement and resolutions of the Board of Managers of Company approving and authorizing the execution, delivery and performance of this Agreement.

3.2 Conditions Precedent to all Advances. Lender's obligations to make each Advance, including the initial Advance, are subject to the following conditions precedent:

3.2.1 written submission (email is acceptable) identifying the Proposed Series to be funded by Advances hereunder and setting forth the proposed development budget, a description of any then-current owners of underlying rights evidencing chain-of-title appropriate for the applicable stage of development, the proposed writer(s), if known, and other then-known elements, and a brief description of the nature of the project (the "Submission Package");

3.2.2 delivery of a mortgage and assignment of copyright in favor of Lender in respect of the teleplay or any other intellectual property appurtenant to any Proposed Series consisting of the Collateral ("Copyright Mortgage");

3.2.3 the representations and warranties in this Agreement shall be true, accurate, and complete in all material respects on the Funding Date of each Advance; provided, however, that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; and

3.2.4 no Event of Default shall have occurred and be continuing or result from the Advance.

3.3 Procedures for Borrowing. Subject to the prior satisfaction of all other applicable conditions to the making of an Advance set forth in this Agreement, to obtain an Advance, Company shall notify Lender (which notice shall be irrevocable) by electronic mail by 2:00 p.m. Pacific time, on a Business Day that is at least ten (10) days prior to the Funding Date of the Advance. Lender shall credit proceeds of an Advance to the Designated Deposit Account.

3.4 The amount of any Borrowing consisting of new Advances shall be in an aggregate principal amount of at least Fifty Thousand Dollars ($50,000) (the "Minimum Disbursement Amount"), or a lesser amount acceptable to Lender or such lesser amount equal to the available but unused portion of the Revolving Line.

3.5 Use of Proceeds. Use the proceeds of an Advance shall be used solely to pay or reimburse the following: (a) the development, production and/or exploitation of a Proposed Series, or (b) indebtedness incurred by Company solely to the extent that such indebtedness was incurred and proceeds thereof used to pay the expenses of the Proposed Series and is included in the budget therefor.

ARTICLE IV
SECURITY INTEREST

4.1 Lender's Security Interest

4.1.1 To secure the repayment of the Repayment Amount and for Company's full and prompt performance of the terms and conditions of this Agreement and of the other instruments, documents and agreements executed in connection herewith, the Company undertakes to provide the following security (collectively, the "Security Documents"):

4.1.2 a Copyright Mortgage;

4.1.3 a general security agreement from the Company in favor of Lender ("Security Agreement");

4.1.4 a power of attorney signed by Company in favor of Lender, exercisable solely in an Event of Default; and

4.1.5 any other reasonable security interest in the Collateral deemed necessary by Lender and/or Lender's legal advisors, at their own reasonable discretion, which shall be negotiated in good faith with Company.

4.2 Grant of Security: Company hereby irrevocably grants Lender a continuing Security Interest in and to all of its respective right, title and interest in and to the Collateral. The collateral described in the Security Agreement and Copyright Mortgage for each of the Proposed Series is referred to herein as the "Collateral". To the extent any materials or rights in and to either Proposed Series or any other item of Collateral are not yet in existence or not yet acquired by the Company, such materials and rights are hereby assigned and conveyed to Lender by way of present assignment of future rights. Notwithstanding the foregoing, it is acknowledged that Company may grant customary liens to guilds, laboratories, vendors or, subject to a customary intercreditor or interparty arrangement, co-financiers on the Proposed Series, which are listed in the definition of "Permitted Encumbrances" hereunder.

4.3 The Security Agreement shall constitute a security agreement within the meaning of the New York Uniform Commercial Code.

4.4 Remedies: It is acknowledged and agreed that at any time after the occurrence of a Material Event of Default (unless such Material Event of Default is capable of cure within the applicable time period (if any) permitted hereunder), Lender shall be entitled to exercise the remedies described herein including those described in Paragraph 9.2 hereof and to exercise any and all of the rights and remedies under the Uniform Commercial Code at the time, or any other remedies pursuant to the laws of any applicable jurisdiction, which shall be available to a secured creditor after default, including, without limitation, the right of Lender to sell any and all rights in and to the Proposed Series, in which the Company has an interest, which have not been sold by Company or on its behalf, on the terms and conditions stated therein.

4.5 Authorization to File Financing Statements. Company hereby authorizes Lender to file Uniform Commercial Code Financing Statements, and Personal Property Security Registry filings, instruments or notices, in such jurisdictions as Lender may deem appropriate in order to create, perfect, or preserve its Security Interest hereunder. Lender shall provide Company with copies of any documents necessary for such filings. Company hereby agrees to do such further acts and things and to execute and deliver to Lender such additional conveyances, assignments, agreements, and instruments as Lender may require to create, perfect or preserve the Security Interest contemplated hereunder.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Company represents and warrants as follows as of the date hereof:

5.1 Due Organization, Authorization; Power and Authority. Company is duly existing and in good standing as a registered organization in its jurisdiction of formation and is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its business or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a material adverse effect on Company's business. The execution, delivery and performance by Company of this Agreement has been duly authorized, and do not (i) conflict with any of Company's organizational documents, (ii) contravene, conflict with, constitute a default under or violate any applicable law that is material to Company or its business, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Company or any of their property or assets may be bound or affected, or (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect or the absence of which would be material to Company or its business).

5.2 Financial Statements. All consolidated financial statements for Company and any of its Subsidiaries delivered to Lender pursuant to Section 6.2 fairly represent in all material respects Company's consolidated financial condition and Company's consolidated results of operations as of the dates and for the periods specified therein. Furthermore, since the date of the latest financial statements delivered to Lender pursuant to Section 6.2, there has been no change in the assets, liabilities, financial condition or business of Company, other than in the ordinary course of business, which has had, or could reasonably be expected to have, a material adverse effect on the Company's business or could reasonably be expected to materially and adversely affect the ability of Company to perform its obligations under the Loan Documents.

5.3 Company has good and marketable title to all its material properties, assets and rights of every name and nature constituting the Proposed Series, subject to no liens other than the Permitted Encumbrances.

5.4 There is no litigation, arbitration, proceeding or investigation pending or, to the best of Company's knowledge, overtly threatened against, Company, in each case which could reasonably be expected to have a material adverse effect on the Company's business;

5.5 This Agreement, and the Note, and each document, instrument or agreement executed by it and delivered to Lender hereunder, when executed and delivered pursuant hereto, will constitute legal, valid and binding obligations of it, enforceable against it, in accordance with their respective terms and conditions.

5.6 In connection with the execution, delivery, performance, validity and enforceability of this Agreement, and the Note or any other instrument, agreement or document to be executed and delivered hereunder, no consent of any Person, and no consent, license, approval, authorization, registration or declaration with any governmental authority, bureau or agency is required.

5.7 No Advance shall be used, directly or indirectly, for any purpose other than the use of proceeds under Paragraph 3.5 above, and to pay amounts due to Lender hereunder.

5.8 Company does not presently, and will not, own any "margin stock" (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System of the United States). Company is not engaged in the business of extending credit for the purpose of purchasing or carrying any margin stock, and no part of any Advance proceeds will be used, directly or indirectly, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or carry any margin stock within the meaning of said Regulation U.

5.9 Company has complied in all material respects with all provisions of all material applicable laws and regulations, including those relating to their ownership of real or personal property, the conduct and licensing of their business, the payment and withholding of taxes or other employee matters, safety and environmental matters, and Company is not in default under any applicable statute, rule, order or regulation of any governmental authority, bureau or agency having jurisdiction over it, in each case which could reasonably be expected to have a material adverse effect on the Company's business.

5.10 No condition, event or act has occurred which, with notice or lapse of time, or both, would constitute an Event of Default.

5.11 Company has timely filed all material tax returns and other material reports which it was required by law to file on or prior to the date hereof and has timely paid all material taxes, assessments, fees and other governmental charges and penalties and interest, if any, against it or its property, income, or franchise, that are due and payable, other than such taxes, assessments, fees, governmental charges, penalties or interest which are contested in good faith.

ARTICLE VI
AFFIRMATIVE COVENANTS

6.1 Government Compliance. Company shall do all of the following:

(a) Maintain its legal existence and good standing in its jurisdiction of formation and maintain qualification in each jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on Company's business or operations. Company shall comply in all material respects, with all laws, ordinances and regulations to which it is subject.

(b) Obtain all of the Governmental Approvals necessary for the performance by Company of its obligations under this Agreement. Company shall promptly provide copies of any such obtained Governmental Approvals to Lender.

6.2 Financial Statements, Tax Return. Company shall provide Lender with the following:

(a) within ninety (90) days of each fiscal year end of the Company, unaudited financial statements as of and for the end of such fiscal year;

(b) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the Company, unaudited financial statements as of and for the end of such fiscal quarter; and

(c) as soon as reasonably available, and in any event within thirty (30) days following the filing thereof, copies of each federal income tax return filed by Company.

6.3 Taxes. Company shall timely file all material required tax returns and reports and timely pay (prior to delinquency), all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Company, except for deferred payment of any taxes contested in good faith and taxes with respect to which the amount does not exceed $50,000.

6.4 Further Assurances. Company shall execute any further instruments and take further action as Lender reasonably requests to effect the purposes of this Agreement. Company shall deliver to Lender, within ten (10) days after the same are sent or received, copies of all correspondence, reports, documents and other filings with any Governmental Authority regarding compliance with or maintenance of Governmental Approvals or Requirements of Law or that could reasonably be expected to have a material effect on any of the Governmental Approvals or otherwise on the operations of Company.

6.5 Liquidation or Sale. Company shall not do any of the following unless all Advances and all accrued but unpaid interest thereon shall have been paid or will be paid concurrently therewith: (a) liquidate or dissolve; or (b) consummate a "Sale of the Company" (as defined in the Operating Agreement).

6.6 Organizational Changes. Company shall not, without at least seven (7) days prior written notice to Lender: (i) change its jurisdiction of organization, (ii) change its organizational structure or type or (iii) change its legal name.

6.7 Distributions. Unless all accrued but unpaid interest on Advances shall have been or is concurrently paid, Company shall not make any cash distribution or payment or redeem, retire or purchase for cash any capital stock; provided that (i) Company may pay dividends in equity interests, (ii) Company may repurchase the stock of current and former employees, directors, officers or consultants pursuant to stock repurchase agreements or rights, (iii) Company may make purchases of capital stock in connection with the exercise of stock options or stock appreciation by way of a cashless exercise, (iv) Company may make purchases of fractional shares of capital stock arising out of stock dividends, splits, combinations or business combinations or the exercise or conversion of convertible securities, and (v) Company may make "Tax Distributions" (as defined in the Operating Agreement) in accordance with the Operating Agreement.

6.8 Use of Proceeds. Company shall use the proceeds of the Advances solely for the purpose of the use of proceeds under Paragraph 3.5 above, and to pay amounts due to Lender hereunder.

6.9 In addition to executing such Copyright Mortgage, Lender shall provide Company with copies of any documents necessary for registration of such Copyright Mortgage with the United States Copyright Office. Company hereby agrees to do such further acts and things and to execute and deliver to Lender such additional conveyances, assignments, agreements, and instruments as Lender may require to create, perfect or preserve the Security Interest contemplated hereunder.

6.10 Indemnity

6.10.1 Company shall, at all times, indemnify and hold Lender and its shareholders, officers, directors, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, expenses (including, without limitation, reasonable outside verifiable attorney's fees), costs, settlements, judgments or recoveries arising out of or resulting from any suit or proceeding of any kind or nature whatsoever against Lender arising from or connected with the loans provided pursuant to this Agreement or any of the Loan Documents (except those arising due to Lender's gross negligence, reckless or intentional misconduct, or failure to advance the Loan in accordance with the terms of this Agreement), , all of which shall be charged to and paid by Company and shall be secured by Lender's Security Interest in the Collateral.

6.10.2 Lender shall, at all times, defend, indemnify and hold Company and its shareholders, members, officers, directors, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, expenses (including, without limitation, reasonable outside verifiable attorney's fees), costs, settlements, judgments or recoveries arising out of or resulting from the loans provided pursuant to this Agreement or any of the Loan Documents (except those arising due to gross negligence, reckless or intentional misconduct, or breach of this Agreement by Company)

In order to seek or receive indemnification hereunder: (a) the party seeking indemnification must have promptly notified the other of any claim or litigation to which the indemnification relates; and (b) the party seeking indemnification must have afforded the other the opportunity to participate at the expense of such other party in any compromise, settlement, litigation or other resolution or disposition of such claim or litigation.

6.11 Company shall give Lender prompt written notice of all Events of Default under any of the terms or provisions of this Agreement and of any matter having a material adverse effect on the ability or obligation of the Company to perform its obligations under this Agreement and under the other documents, agreements and instruments to be executed pursuant hereto.

ARTICLE VII
NEGATIVE COVENANTS

7.1 Written Consent

Company hereby covenants and agrees that, as long as this Agreement is in effect and until Company's obligations to Lender hereunder are fully discharged, the Company will not, without first having procured Lender's written consent:

7.1.1 terminate, amend, alter or modify, or consent to or permit the termination, amendment, alteration or modification of any Security Document;

7.1.2

7.1.3 create, assume or suffer to exist any Lien of any kind upon the Collateral (other than Permitted Encumbrances); or

7.1.4 substantially change the nature of its operations or business.

7.2 Use of Funds

7.2.1 Company shall not use any funds disbursed by Lender under the Revolving Line for any purpose or thing other than the use of proceeds under Paragraph 3.5 above, and to pay amounts due to Lender hereunder.

ARTICLE VIII
EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an "Event of Default") under this Agreement:

8.1 Payment Default. Company fails to make any payment principal, interest, fees or any other amount which may become payable hereunder or under any of the security documents or other agreements or documents provided for herein, including, without limitation, payment in full of the Repayment Amount as and when due and payable hereunder, within three (3) Business Days after such payment is due and payable. During the cure period, the failure to make or pay any payment specified under the foregoing sentence hereunder is not an Event of Default (but no additional Advances will be made during the cure period);

8.2 Covenant Default.

(a) Company fails or neglects to perform any obligation in Sections 5.5 or 5.7; or

(b) Company fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement (other than those specified in Section 8.2(a)) and such failure continues for ten (10) calendar days after written notice to Company by the Lender;

8.3 Insolvency. (a) Company fails to be Solvent; (b) Company begins an Insolvency Proceeding; or (c) an Insolvency Proceeding is begun against Company and not dismissed or stayed within forty five (45) days (but no Advances shall be made while any of the conditions described in clause (a) exist and/or until any Insolvency Proceeding is dismissed); or

Misrepresentations. Company makes any representation or warranty now or later in this Agreement or in the instruments, documents and assignments to be executed by Company pursuant hereto or in any financial statement given to Lender by Company hereunder, and such representation or warranty is incorrect in any materially adverse respect when made.

ARTICLE IX
LENDER'S RIGHTS AND REMEDIES

9.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may, without notice or demand, do any or all of the following:

(a) declare all Advances, and all accrued and unpaid interest, immediately due and payable;

(b) stop advancing money or extending credit for Company's benefit under this Agreement; and

(c) Lender may charge the Company reasonable analysis, administration and follow-up charges and may also incur and pay any reasonable amount for services rendered (including the fees for legal counsel, accountants or any other professional whose services may be required or deemed necessary) with respect to the realization, sale, transfer, delivery or payment to be made in the exercise of any security held by Lender and may withhold such charges and fee amounts from the proceeds of the realization on its Security Interest;

(d) Lender shall be entitled to exercise, with respect to the Collateral, all of the rights and remedies available to a secured party upon default under the applicable *Uniform Commercial Code* or the applicable *Personal Property Security Act* at the time which shall be applicable for the purpose of establishing the relative rights of Lender, Company, as applicable, and under procedures to be followed in the event this Paragraph becomes operative, including, without limitation, the right to sell the Collateral or any portion thereof and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as may be provided by law or in equity.

9.2.5 Lender may require Company to assemble the Collateral and make it available to Lender at a place or places to be designated by Lender;

9.2.6 Lender may, in its sole discretion, in its name or in the Company's name, or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement reasonably deemed desirable with respect to, any of the Collateral, but Lender shall be under no obligation to do so, Lender shall consult with Company with regard to such matters, provided that in all cases Lender's decision shall be final. Lender may extend the time of payment, arrange for payment in installments, or otherwise modify the term of, or release, any of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting the liability of, Company. Lender will not be required to take any steps to preserve any rights of or against any Person which in any way relate to the Collateral. If Company fails to make payment or take any action required under this Agreement, or any Loan Document, Lender may make such payments and take all such actions as Lender reasonably deems necessary to protect Lender's security interests in the Collateral or the value thereof, and Lender is hereby authorized (without limiting the general nature of the authority conferred herein) to pay, purchase, contest or compromise any Liens which in Lender's good faith judgment appear to be equal to, prior to or superior to Lender's security interests in the Collateral;

9.2.7 Lender may, without notice or demand or legal process, enter upon any premises, or wherever any portion of the Collateral may be, and take possession of the Collateral together with all additions and accessories thereto; demand and receive such possession from any Person who has possession thereof; remove, keep and store the Collateral or any position thereof, or put a custodian in charge thereof; and take such other measures as it may deem reasonably necessary or proper for the care or protection thereof. If Lender is held by any court to have any duty contrary to the foregoing, such duty shall be limited to the Collateral in the possession of Lender and shall consist only of such duties as are provided for in Section 9-207 of the Uniform Commercial Code.

9.2.8 Lender may, with or without taking possession thereof, sell or cause to be sold all or any portion of the Collateral, at such commercially reasonable price or prices as Lender, in its sole and absolute discretion, shall determine, and for cash or on credit or for future delivery, without assumption of any credit risk, at any public or private sale, without demand of performance or notice of intention to sell or of time or place of sale; provided, however, that unless the Collateral in Lender's possession is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Company reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is delivered or mailed, by registered mail, postage prepaid, to Company as set forth in this Agreement or such other address as Company may have furnished to Lender as provided herein, at least ten (10) Business Days prior to the time of such sale or other intended disposition. The purchaser at any such sale (including, if applicable, Lender) shall hold the property sold absolutely free from any claim or right of whatever kind including, without limitation, any equity of redemption, and Company hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which it now has or may have at any time in the future under any rule of law or statute now existing or hereafter enacted. Any public or private sale of the Collateral or any part thereof shall be held at such time or times within ordinary business hours and at such place or places as Lender may fix in the notice of such sale. At any such sale, the Collateral, or any portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as Lender may (in its sole discretion) determine and, if permitted by law, Lender may bid (which bid may be, in whole or in part, in the form of cancellation of, or credit in reduction of, Repayment Amount) for and purchase the Collateral or any portion thereof for the account of Lender. Lender shall not be obligated to make any sale of the whole or any part of the Collateral if it determines not to do so, regardless of the fact that notice of sale of the Collateral has been given. Lender may, by announcement at the time and place fixed for sale, without prior notice or publication, adjourn any public or private sale of the Collateral or cause any such sale to be adjourned from time to time, and such sale may, without further notice, be made at the time and place to which it was so adjourned. In case a sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by Lender until the sale price is paid by the purchaser or purchasers thereof; provided, however, that Lender shall not incur any liability in case any such purchaser or purchasers fails to pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again;

9.2.10 Lender shall be entitled to the appointment of a receiver to take possession of all or any portion of the Collateral and to exercise such powers as the court may confer upon the receiver, and Company hereby waives, to the fullest extent permitted by law, notice and the right to receive notice of any application by Lender for such appointment; provided, however, that Lender shall use reasonable efforts to send Company a courtesy notice of such application; provided, however, that Lender's failure to send such notice shall not affect Lender's rights under this Paragraph or elsewhere hereunder or constitute a breach of this Agreement by Lender, and provided further that, notwithstanding any such application or appointment, Lender shall be entitled to apply, without notice to Company, any cash or cash items constituting Collateral in Lender's possession to payment of Company's Repayment Amount under this Agreement, the Note and the other Loan Documents;

9.2.11 Upon any sale of any item of Collateral by Lender hereunder (whether by virtue of the power of sale herein granted, pursuant to judicial process or otherwise), a receipt issued by Lender or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of such item or items of Collateral so sold, and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid to Lender or such officer or be answerable in any way for the misapplication or non-application thereof;

9.2.12 Lender or any holder of the Note is hereby authorized at any time and from time to time, without notice to Company (any such notice being expressly waived by Company), to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held, including, without limitation, any certificate of deposit, and any other amount at any time owing by Lender or such holder of the Note to or for Company's credit or account against any and all of Company's then-due Repayment Amount now or hereafter existing under this Agreement, the Note or any other Loan Document (including, without limitation, any Repayment Amount due by reason of any acceleration hereunder), irrespective of whether or not Lender or such holder of the Note has made any demand under this Agreement, the Note or any other Loan Document. Lender agrees to promptly notify Company after any such setoff and application. Lender's rights under this Paragraph 9.2.12 are in addition to any other rights and remedies (including, without limitation, other rights of setoff) which Lender may have;

9.2.13 *[Intentionally omitted]*;

9.2.14 Lender may, at its option, engage others to exercise or discharge any of its rights or obligations hereunder. The amounts payable to such others by Lender shall be recoupable by Lender and secured as provided in Paragraph 4.1 hereof.

9.2 Application of Payments and Proceeds. If an Event of Default has occurred and is continuing, Lender shall apply any proceeds of the Collateral in accordance with Section 2.4(c). Lender shall pay any surplus to Company by credit to the Designated Deposit Account or to other Persons legally entitled thereto; Company shall remain liable to Lender for any deficiency.

9.3 No Waiver; Remedies Cumulative. Lender's failure, at any time or times, to require strict performance by Company of any provision of this Agreement shall not waive, affect, or diminish any right of Lender thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given. Lender has all rights and remedies provided by law, or in equity. Lender's exercise of one right or remedy is not an election and shall not preclude Lender from exercising any other remedy under this Agreement or other remedy available at law or in equity, and Lender's waiver of any Event of Default is not a continuing waiver. Lender's delay in exercising any remedy is not a waiver, election, or acquiescence.

9.4 Limitation on Exercise of Remedies. Notwithstanding anything to the contrary herein or in any of the Loan Documents or Security Documents, Lender agrees that it will not exercise any remedies under the Loan Documents or Security Documents as a secured or unsecured creditor or otherwise (including, without limitation, the imposition of Default Interest, acceleration of the Loans, any actions taken pursuant to the Power of Attorney, and foreclosure) hereunder prior to the Maturity Date unless a Material Event of Default has occurred and is continuing. A "Material Event of Default" shall mean an Event of Default pursuant to Sections 8.1 and 8.3 hereof.

ARTICLE X
NOTICES

Any notice, demand, consent, election, offer, approval, request, or other communication required or permitted under this Agreement must be in writing and shall be deemed duly given or made (a) when personally delivered to the intended recipient (or an officer of the intended recipient) or when sent by facsimile or electronic delivery; (b) on the Business Day after the date sent when sent by nationally recognized overnight courier service (but only if sent for "next day" delivery); or (c) five (5) days after it is sent by registered or certified mail, return receipt requested, postage prepaid. Lender or Company may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Article X.

If to Company: Media Res Studio, LLC
15260 Ventura Boulevard, Suite 1040
Sherman Oaks, CA 91403

Attn: Michael Ellenberg
Email: michael.ellenberg@mediares.studio

With a copy to: Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Attn: Brad Helms
Email: bradley.helms@lw.com

If to Lender: Creative Wealth Media Finance Corp.
151 Bloor Street West, Suite 700
Toronto, ON M5S 1S4
Attn: Jason Cloth
Email: jason.cloth@cwmoviefund.ca

With a copy to: Davoli Davids, LLP
153 West 27th Street, Suite 204
New York, NY 10001
Attn: Adam Davids
Email: adam@davolidavids.com

ARTICLE XI
APPLICABLE LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE

11.1 Applicable Law. The validity, construction, enforcement, interpretation and performance of this Agreement, and the obligations arising hereunder, and any claim, controversy or dispute arising under or related hereto, the transactions contemplated hereby or the rights, duties and relationship of the parties hereto, shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in the State of New York, without regard to the principles thereof regarding conflict of laws (other than Section 5-1401 of the New York General Obligations Law, which shall apply), and any applicable laws of the United States of America.

VENUE. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND EACH PARTY WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND COMPANY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR BASED

UPON THIS AGREEMENT, THE SUBJECT MATTER HEREOF, THE NOTE, OR ANY LOAN DOCUMENTS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT OR IN TORT OR OTHERWISE.

Nothing in this Agreement shall be deemed to apply to or limit Lender's right to (i) to exercise self-help remedies such as (but not limited to) setoff, (ii) foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (iii) obtain from a court provisional or ancillary remedies (including, without limitation, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (iv) pursue its rights against any person in a third-party proceeding in any action brought against Lender (including, without limitation, actions in bankruptcy court). Lender may exercise the rights set forth in this Paragraph, during or after the pendency of any court proceeding.

11.2 Survival. This Article XI shall survive the termination of this Agreement.

ARTICLE XII
GENERAL PROVISIONS

12.1 Termination Prior to Maturity Date; Survival. All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Advances and any accrued and unpaid interest shall have been paid in full. So long as Company has paid in full any outstanding Advances and any accrued and unpaid interest, this Agreement may be terminated prior to the Maturity Date by Company, effective three (3) Business Days after written notice of termination is given to Lender, in accordance with Section 2.2(c). Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination.

12.2 Successors; No Third-Party Rights. This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, no rights or obligations of a party hereto will be assignable and any purported assignments not so permitted will be void *ab initio*. Nothing expressed or referred to in this Agreement will be construed to (a) give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 12.2, (b) relieve or discharge the obligation or liability of any Person not an express party to this Agreement; or (c) give any Person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

12.3 Severability. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. If one or more provisions hereof will be declared invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes hereof. The parties further agree to replace such void or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

12.4 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written. No amendment, modification or waiver of this Agreement shall be binding unless approved in writing by the party against which such binding amendment, modification or waiver is sought. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided in writing.

12.5 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur via facsimile or via electronic delivery), each of which shall be binding as of the date first written above, and each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

12.6 Confidentiality. Each party hereto agrees to maintain the confidentiality of this Agreement and any information received from the other party relating to such other party or its business, other than any such information that is available to the other party on a nonconfidential basis prior to disclosure by the other party (collectively, the "Information"). The Information may be disclosed to (a) each party's Affiliates and its Affiliate's respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) in connection with the exercise of any remedies hereunder or any action or proceeding relating to this Agreement or the enforcement of rights hereunder or thereunder, (e) with the consent of the other party or (f) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.6 or (ii) becomes available on a nonconfidential basis from a source other than the other party.

12.7 Expenses. The parties will bear all of their own fees and expenses, including, without limitation, fees and expenses of counsel, in connection with the negotiation, preparation and delivery of this Agreement.

12.8 Electronic Execution of Documents. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

12.9 Word Meanings; Headings. In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa unless the context otherwise requires. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

12.10 Interpretation. Each party hereto has been represented by legal counsel in connection with the negotiation and drafting of this Agreement. Each party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

12.11 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.

ARTICLE XIII
DEFINITIONS

13.1 Definitions. As used in this Agreement, the word "shall" is mandatory, the word "may" is permissive, the word "or" is not exclusive, the words "includes" and "including" are not limiting, the singular includes the plural, and numbers denoting amounts that are set off in brackets are negative. As used in this Agreement, the following capitalized terms have the following meanings:

"Advance" or "Advances" means a revolving credit loan (or revolving credit loans) under the Revolving Line.

"Affiliate" is, with respect to any Person, any Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person.

"Availability Amount" is (a) the Revolving Line minus (b) the outstanding principal balance of any Advances.

"Business Day" is any day that is not a Saturday, Sunday or a day on which banks in Los Angeles, California or Toronto, Ontario are closed.

"Code" means the Internal Revenue Code of 1986.

"Company" is defined in the preamble hereof.

"Control" (including the terms "Controlled by" and "under common Control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting interests, as trustee or executor, by contract or otherwise.

"Default Rate" is defined in 2.3(b).

"Designated Deposit Account" is the account held by Company at City National Bank, 400 N. Roxbury Drive, Beverly Hills, California 90210, Routing #: 122016066, Account #: 127478902, or such other account designated by Company in a written notice to Lender.

"Dollars," "dollars" or use of the sign "$" means only lawful money of the United States and not any other currency, regardless of whether that currency uses the "$" sign to denote its currency or may be readily converted into lawful money of the United States.

"Effective Date" is defined in the preamble hereof.

"Event of Default" is defined in Article VIII.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Lender or required to be withheld or deducted from a payment to the Lender, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of the Lender being organized under the laws of, or having its principal office or its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are imposed as a result of a present or former connection between such Lender and the jurisdiction imposing such Tax (other than connections arising from the Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement), (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in an Advance or this Agreement pursuant to a law in effect on the date on which (i) the Lender acquires such interest in the Advance or in this Agreement or (ii) such Lender changes its lending office, (c) Taxes attributable to the Lender's failure to provide any applicable IRS Form W-8BEN, W-8BEN-E, W-8IMY or W-8ECI or such other documentation establishing an exemption from withholding, and (d) any Taxes imposed under FATCA.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code (or any amended or successor version described above), and any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

"Funding Date" is any date on which an Advance is made to or for the account of Company which shall be a Business Day.

"GAAP" is generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

"Governmental Approval" is any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"Governmental Authority" is any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

"Indemnified Taxes" means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Company under this Agreement.

"Insolvency Proceeding" is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"Lender" is defined in the preamble hereof.

"Loan Documents" means this Agreement, the General Security Agreement, the General Security Agreement Supplements, all Notices of Assignment (if any), all Borrowing Certificates, and any other security or ancillary documentation which is required to be or is otherwise executed and delivered to the Lender in connection with this Agreement or any of the documents listed above (including any amendments or modifications to any of the documents listed above).

"Material Event of Default" is defined in 9.4.

"Maturity Date" is the date ten (10) years from the Effective Date.

"Note" or "Notes" means a promissory note in a Lender's favor substantially in the form of Exhibit A hereto.

"Obligations" means the obligation of the Company to make due and punctual payment of principal and interest on the Advances, costs and attorneys' fees, and all other monetary obligations of the Lender to the Lender under any Loan Document in respect of the Revolving Line.

"Operating Agreement" means the Amended and Restated Limited Liability Company Agreement of the Company, dated as of January 2, 2018, by and among the parties listed on Exhibit A thereto (as further amended and/or restated from time to time).

"Organizational Documents" are, for any Person, such Person's formation documents, as certified by the Secretary of State (or equivalent agency) of such Person's jurisdiction of organization on a date that is no earlier than thirty (30) days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

"Person" is any individual, general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, cooperative, association or other form of organization, or government or other agency or political subdivision thereof, and the heirs, personal representatives, successors and assigns of such Person.

"Proposed Series" means a television series that is being produced by the Company or an entity owned or controlled by Company and funded by the Lender under the Revolving Line.

"Repayment Amount" means all of Company's monetary obligations to Lender hereunder, under the Note and under the other documents, instruments and agreements to be executed by Company pursuant hereto and the premium interest, if applicable, in connection therewith, and all fees, costs and expenses Company is obligated to pay Lender in connection therewith.

"Revolving Line" is (a) from the Effective Date to January 2, 2019, an aggregate principal amount equal to One Million, Five Hundred Thousand Dollars ($1,500,000); (b) from January 3, 2019 to January 2, 2020, an aggregate principal amount equal to Three Million Dollars ($3,000,000); and (c) from January 3, 2020 to the Maturity Date, an aggregate principal amount equal to Four Million Five Hundred Thousand Dollars ($4,500,000).

"Solvent" is (a) the fair salable value of Company's consolidated assets (including goodwill minus disposition costs) exceeds the fair value of Company's consolidated liabilities, (b) Company is not left with unreasonably small capital after the transactions in this Agreement and (c) Company is able to pay its debts (including trade debts) as they mature.

"Subsidiary" is, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Company.

"Taxes" means any or all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority (including any interest, additions to tax or penalties applicable thereto).

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

COMPANY:

MEDIA RES STUDIO, LLC

By: ______________________
Name: Michael Ellenberg
Title: CEO

[Signature page to Revolving Loan Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LENDER:

BRON MEDIA CORP.

DocuSigned by: DocuSigned by:

By ____CF78DF50DAE849E____ F1346FEB628E41A...

Name: Aaron Gilbert Joel Guralnick

Title: ~~MD~~ ~~Authorized Signatory~~

[Signature page to Revolving Loan Agreement]

EXHIBIT A

PROMISSORY NOTE

$[●]

[●], 20__
New York, New York

For value received, each of the undersigned hereby promises to pay to Bron Media Corp. (the "Lender"), or order, in immediately available United States dollars, the principal amount of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000.00), or such lesser original principal amount as shall be outstanding hereunder and not have been prepaid as provided herein, together with interest thereon as provided below. Each Advance shall be payable upon the date on which such Advance otherwise becomes due and payable under the terms of the Loan Agreement referred to below, whether following the occurrence of an Event of Default or otherwise. Interest on the unpaid principal amount outstanding hereunder shall be payable at the rates and at the times as set forth in the Loan Agreement and shall be computed as set forth in the Loan Agreement.

All Advances hereunder and all payments on account of principal and interest hereof shall be recorded by the Lender. The entries on the records of the Lender (including any appearing on this Note), absent manifest error, shall govern and control as to amounts outstanding hereunder, provided that the failure by the Lender to make any such entry shall not affect the obligation of the undersigned to make payments of principal and interest on all Advances as provided herein and in the Loan Agreement.

This Note is issued pursuant to, and entitled to the benefits of, and is subject to, the provisions of a certain Revolving Loan Agreement dated January 2, 2018 by and among the undersigned and the Lender (herein, as the same may from time to time be amended, restated, supplemented, modified or extended, referred to as the "Loan Agreement"), but neither this reference to the Loan Agreement nor any provision thereof shall affect or impair the absolute and unconditional obligation of the undersigned makers of this Note to pay the principal of and interest on this Note as herein provided. All terms not otherwise defined herein shall be used as defined in the Loan Agreement.

The undersigned may at its option prepay all or any part of the principal of this Note subject to the terms of the Loan Agreement. Amounts prepaid may be reborrowed subject to the terms of the Loan Agreement.

Each of the undersigned makers and every endorser and guarantor hereof hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement hereof and consents that this Note may be extended from time to time and that no such extension or other indulgence, and no substitution, release or surrender of collateral and no discharge or release of any other party primarily or secondarily liable hereon, shall discharge or otherwise affect the liability of any of the undersigned or any such endorser or guarantor. No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and a waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion.

This instrument shall have the effect of an instrument executed under seal and shall be governed by and construed in accordance with the laws of State of New York (without giving effect to any conflicts of laws provisions contained therein).

WITNESS:	**MEDIA RES STUDIO, LLC**
______________________________	By: ______________________________
	Name:
	Title:

SCHEDULE I TO NOTE DATED [●], 20__

Date of Advance	Amount of Principal	Amount of Principal Paid	Outstanding Balance	Notation Made By

POWER OF ATTORNEY

[●], 20__

This Power of Attorney is made and entered into pursuant to a revolving loan agreement (the "**Loan Agreement**"), dated as of January 2, 2018, by and between Media Res Studio, LLC (the "**Company**"), and Bron Media Corp. (the "**Lender**"). Initially capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

If there is any Material Event of Default under the Loan Agreement, the Company hereby constitutes and appoints the Lender as its true and lawful attorney-in-fact, in its place and stead and with full power of substitution, either in the Lender's own name or in the name of the Company to do the following:

(a) Endorse any notes, checks, drafts, money orders, or other evidences of payment payable to the Company relating to the Collateral including any notes, checks, drafts, money orders, or other evidence of payment, that may come into the possession of the Lender and obtain, take possession of, substitute the Lender or any designee of the Lender for the Company as the owner of, or signatory on, and otherwise apply in any manner, all deposit accounts, cash or cash equivalents, instruments and general intangibles of, relating to or derived from the Proposed Series or any other Collateral, and all proceeds thereof including, but not limited to, interest, chattel paper, notes, certificates, writings, distributions, dividends, profits, rights, benefits, premiums and other payments and rights to payment, held by any Person for or in the name of the Company;

(b) Enforce all of the Company's rights under and pursuant to all agreements with respect to the Collateral, all for the sole benefit of the Lender, and to enter into such other agreements as may be necessary to complete the production, distribution, and exploitation of the Proposed Series;

(c) Enter into and perform such agreements as may be necessary in order to carry out the terms, covenants, and conditions of this Loan Agreement which are required to be observed or performed by the Company;

(d) Execute such other and further mortgages, pledges, and assignments of the Collateral as the Lender may reasonably require solely for the purpose of protecting, maintaining, or enforcing the Security Interest granted to the Lender by this Loan Agreement and the other Loan Documents, with copies to be provided to the Company's attorneys;

(e) Lease, license, sell or otherwise dispose of the Proposed Series and/or such distribution rights in and to the Proposed Series and such rights therein as have not been disposed of by the Company (or to engage others to do so with the costs and expenses thereof to be recoupable by the Lender as provided herein)

(f) File any claims and/or proofs of claim, to commence, maintain or discontinue any actions, suits or other proceedings deemed by the Lender advisable for the purpose of collecting or enforcing payment of any such money;

(g) Execute any and all such instruments, agreements or documents, and do all things as may be necessary or desirable to carry out the purposes of this Loan Agreement;

(h) Apply any receipts so derived from the Lender's exercise of this power-of-attorney to the performance and satisfaction of the Obligations, however, the Lender shall not be obligated to make any demand or present or file any claim or take any action authorized hereby;

(i) Settle, compromise, prosecute or defend any action, claim or proceeding with respect thereto and to sell, assign, pledge, transfer and make any agreement respecting, or otherwise deal with, the same; and

(o) Do any and all other acts necessary and proper to carry out the intent of this Loan Agreement;

provided, however, that nothing herein contained shall be construed as requiring or obligating the Lender to make any demand, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or notice or take any action with respect to any of the Collateral or the money due or to become due thereunder or the property covered thereby, and no action taken or omitted to be taken by the Lender with respect to any of the Collateral shall give rise to any defense, counterclaim or setoff in favor of the Company or to any claim or action against the Lender. Neither the Lender nor its attorneys will be liable for any acts or omissions or for any error of judgment or mistake of fact or law. The Company ratifies and confirms all acts taken by the Lender as such attorney-in-fact or its substitutes by virtue of this power of attorney. This power, being coupled with an interest, is irrevocable until this Loan Agreement has been terminated and the Obligations have been fully satisfied.

[signature on following page]

IN WITNESS WHEREOF, the Company has executed this Power of Attorney as of the date first written above.

MEDIA RES STUDIO, LLC

By: ______________________________

Name:

Its: Authorized Signing Authority

State of)

) ss.

County of)

On the ___ day of _____________ in the year 20__, before me, the undersigned, personally appeared ______________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgement.)

EXHIBIT B
LOAN DOCUMENTS

[redacted]

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE L. MARTINEZ, JR. 310-980-5663

B. E-MAIL CONTACT AT FILER (optional)
JOSE@THEMARTINEZCOMPANY.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

JOSE L. MARTINEZ JR.
MLAW APC
9255 SUNSET BLVD, STE 515
WEST HOLLYWOOD, CA 90069

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME BRON VENTURES 1, LLC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
1c. MAILING ADDRESS 345 N. MAPLE DRIVE, SUITE 294	CITY BEVERLY HILLS	STATE CA	POSTAL CODE 90210		COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ACCESS ROAD CAPITAL LLC					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
3c. MAILING ADDRESS 238 CEDAR AVENUE	CITY HEWLETT	STATE NY	POSTAL CODE 11557		COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Any and all of the right, title and interest of Debtor in and with respect to the Media Res Loan Agreement and all of the loan documents evidencing or securing the Media Res Loan Agreement (as amended, restated or otherwise modified from time to time). Capitalized terms used herein but not defined shall have the meaning given to them in the Collateral Assignment of Loan Documents between Secured Party and Debtor.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.
Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.
Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.
C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. Organization Debtor Name. "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. Individual Debtor Name. "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

This is **Exhibit "G"** referred to in the Affidavit of Joanne Austen made before me at Vancouver, British Columbia this 1st day of November, 2023.

A Commissioner for the taking of Affidavits for British Columbia

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

GUARANTY OF PAYMENT AND OTHER OBLIGATIONS

May 29, 2020

Access Road Capital, LLC
258 Cedar Avenue
Hewlett, New York 11557
Attn: Zachary Tarica
Email: zachary@forestroadco.com

Re: Payment Guaranty, Commitment to Use Motion Picture Tax Credit Financing and Administrative Services and Other Obligations

Dear Sirs:

To induce Access Road Capital, LLC (the "Lender") to consummate the making of that certain loan to Bron Ventures 1 LLC, a Delaware limited liability company ("BV1") and Bron Ventures 1 (Canada) Corp., a British Columbia company ("BV1 Canada" and together with BV1, the "Borrower") to be evidenced by a loan agreement and note and secured by various security instruments each dated May 29, 2020 between Lender and the Borrower (the "Loan Agreement" and, collectively with any and all other documents and instruments executed and/or delivered by Borrower or any guarantor in connection therewith, the "Loan Documents"), the undersigned, Bron Media Corp., a British Columbia company ("Bron Media") hereby represents and warrants as of the date hereof and covenants and undertakes as follows:

1. Definitions.

(a) All capitalized terms used herein without definition shall have the respective meanings provided therefor in the Loan Agreement.

(b) "Agreement" means this Guaranty of Payment and Other Obligations.

(c) "Bron Entertainment Properties" means any audio, visual or audiovisual product of every kind whatsoever (including all present and future technological developments) to the extent commissioned or acquired by, otherwise licensed or granted to, or in which any intellectual property rights are otherwise vested in the Bron Parties. For the avoidance of doubt, Bron Entertainment Properties includes all audio-visual works to the extent owned by or licensed to the Bron Parties, or for which the Bron Parties otherwise possesses any right, title or interest, that are made for theatrical, video, television, internet, digital devices (including mobile or smart phones), or any other means of exploitation now known or hereafter devised that are used for purposes of commercial viewing such audio-visual works, including all merchandising and licensing items based thereon (including video games) including but not limited to such Bron Entertainment Properties as listed on Exhibit A.

(d) "Bron Party" or "Bron Parties" means Bron Media and its Affiliates individually and collectively.

(e) "Gross Revenues" means all monies and other valuable consideration derived from (i) the distribution, exploitation and other turning to account of the Bron Entertainment Properties and any rights therein (including, without limitation, any distribution, exhibition or other exploitation rights and all ancillary, subsidiary and allied rights) received by a Bron Party (and their successors and assigns) (whether received by, credited to the account of, or otherwise realized by or on behalf of a Bron Party (and their successors and assigns)) from all sources and all media (including, without limitation, distribution via any technology and/or format for theatrical, pay-TV/premium, free TV, PPV, VOD, EST, SVOD, etc.), whether now known or hereafter devised, throughout the universe; (ii) the reimbursement of any development costs or fees earned by a Bron Party in respect of the Bron Entertainment Properties; (iii) sales agency fees and costs in connection with the exploitation of the Bron Entertainment Properties; (iv) producer fees, overhead allocations, premiums, financing fees or any backend participation payable to a Bron Party in connection with the Bron Entertainment Properties; (v) or any fees payable to a Bron Party in connection with equipment or furnishing of services in respect of the Bron Entertainment Properties; (vi) dividends, distribution or profit participations from a Bron Party, and; (vii) all insurance proceeds from the Bron Entertainment Properties.

2. Payment Guaranty.

(a) Bron Media guarantees to pay to Lender the amount of not less than $250,000 per month (the "Guaranteed Payment") for the first six (6) months of the Term of the Loan (if not repaid prior to then). The Guaranteed Payment shall be due on the Payment Date and shall be applied pursuant to Section 2.04(c) of the Loan Agreement.

(b) In addition to undertaking to make the Guaranteed Payment pursuant to Paragraph 2(a), above, subject to the provisions of Paragraphs 2(c) and 2(d) below, Bron Media absolutely and unconditionally guarantees to Lender and to any successor or assign of the Loan Documents the due performance and prompt payment, whether during the term of the Note or at maturity, whether by acceleration or otherwise, of all of Borrower's payment obligations described in the Loan Agreement and/or the other Loan Documents, together with interest on such obligations to the extent provided for in the applicable document (the "Payment Guaranty").

(c) Notwithstanding anything to the contrary in the foregoing Paragraph 2(b), the Payment Guaranty shall be in effect only if any one of the following events shall occur:

i. Borrower shall voluntarily become the subject of any proceeding pursuant to the Federal Bankruptcy Act or any other similar state or federal law or such a proceeding shall be commenced against Borrower involuntarily and shall be consented to by Borrower; or

ii. the occurrence of an Event of Default under the Loan Agreement or any Loan Document remains uncured;

(d) Notwithstanding anything to the contrary in the foregoing Paragraph 2(b), Bron Media's Payment Guaranty shall be limited to 10% of Gross Revenues for any given month until such time as the Event of Default is no longer continuing.

3. Assignment of Participation.

(a) Bron Media hereby transfers, assigns and conveys to Lender One Percent (1%) of One Hundred Percent (100%) of back end "Gross Receipts" (defined, accounted for and paid on a no less favorable basis than how Gross Receipts are defined, accounted for and paid to a Bron Party in the following motion pictures "The Civilian", "Monkey Man", "Descent", "Downhill Racer" and "Siege of Bethlehem" (each, a "Picture" and collectively, the "Pictures"). If any Picture(s) is not produced within 18 months from the date hereof, Lender and Bron Media shall in good faith replace such Picture(s) with a replacement picture and such replacement picture shall be deemed a "Picture" for purposes of this Paragraph 3.

(b) One Hundred Percent (100%) of "Gross Receipts" for each Picture shall be deposited into a separate collection account (the "Collection Account"). Fintage and Freeway are hereby pre-approved as the collection agent ("Collection Agent"). Lender shall be paid and accounted to directly by the Collection Agent.

(c) Bron Media hereby agrees to cooperate at all times from and after the date hereof with respect to any of the matters described in this Paragraph 3 and to execute such further deeds, bills of sale, assignments, releases, assumptions, notifications or other documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of the assignment evidenced hereby.

4. Undertaking to Engage The Forest Road Company, LLC as Tax Credit Lender and Service Road Company, LLC as Tax Credit Administrator.

(a) Bron Media hereby undertakes to engage The Forest Road Company, LLC ("FRC") to provide motion picture tax credit financing ("Tax Credit Financing") for at least 6 Bron Entertainment Properties. Subject to customary terms (including the accrual of default interest in the event of a default under any loan documents evidencing the financing), FRC agrees that the cost of such Tax Credit Financing shall be a flat fee of 10% for each applicable twelve-month period and that FRC will not charge closing costs absent unusual circumstances in which case Bron Media and FRC shall mutually agree on such costs. For each such Bron Entertainment Property for which FRC provides Tax Credit Financing, FRC will be credited in the end-crawl of such project as follows: "Tax Credit Financing Provided by The Forest Road Company".

(b) Bron Media hereby further undertakes to engage Service Road Company, LLC ("SRC") to provide a third party tax credit opinion letter or tax credit administrative services for Bron Entertainment Properties; provided, however, that Bron Media shall not be required to engage SRC if an actual conflict arises between any third party lender(s). After SRC has provided either a tax credit opinion letter and/or provided tax credit administrative services for any Bron Entertainment Properties, SRC shall be authorized to state in its marketing materials that it is approved by Bron Media to render tax credit opinions and provide tax credit administrative services until such time as Bron Media requests that SRC cease using its name in any marketing materials on a go forward basis.

5. Recapitalization Event; Failure of Occurrence of a Recapitalization Event. Bron Media hereby undertakes to pursue a closing of a Recapitalization Event with diligence and continuity. If within six (6) months of the Closing Date a Recapitalization Event has not occurred, Bron Media shall take all necessary corporate action to cause the Borrower to liquidate its investment in each Portfolio Company and all other assets under Borrower's direct or indirect control subject to Lender's right of substantive prior meaningful consultation in each instance. Lender shall have the right to approve the terms and conditions of any such liquidation event in its sole and absolute discretion. The proceeds of any such liquidation shall be applied in accordance with Section 2.04(c) of the Loan Agreement.

6. Undertaking to Consider Vertical Entertainment, LLC as North American Distributor of Bron Entertainment Properties.

(a) Subject to Bron Media's contractual obligations with respect to Bron Entertainment Properties that exist prior to the effective date of this Agreement, Vertical Entertainment, LLC ("Vertical") will be entitled to a right to negotiate to distribute Bron Entertainment Properties in North America for which Bron Media in good faith deems appropriate and for which Vertical makes a competitive bid to acquire such project.

7. Information Rights. For so long as any Obligations are outstanding under the Loan Documents, Bron Media shall provide to the Lender the following:

(a) As soon as possible and in any event within three (3) Business Days after any Authorized Officer of the Borrower has actual knowledge of the occurrence of any Potential Event of Default or Event of Default that is continuing on the date of such statement, a statement of an Authorized Officer of the Borrower setting forth in reasonable detail the facts and circumstances surrounding such Potential Event of Default or Event of Default and the action that the Borrower has taken and proposes to take with respect thereto;

(b) Promptly and in any event within five (5) Business Days after an Authorized Officer of the Borrower has actual knowledge of the commencement thereof, notice of all actions, suits, litigation, proceedings and third party investigations before any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign against the Borrower that challenge the transactions contemplated by any Loan Document (including any Loan or any grant of a security interest hereunder, the use of the proceeds of any Loan hereunder, or the performance by any Person of any of its obligations under any Loan Document);

(c) As soon as possible and in any event within three (3) Business Days after any Authorized Officer of the Borrower has received or provided a notice of breach or default under any Loan Document (other than notices to or from the Lender), a statement of an Authorized Officer of the Borrower setting forth in reasonable detail the facts and circumstances surrounding such notice and the action that the Borrower has taken and proposes to take with respect thereto;

(d) As soon as possible and in any event within three (3) Business Days after receipt thereof, copies of all reports furnished to the Borrower pursuant to each such Portfolio Company's Constitutive Documents including, without limitation, all projected profit and loss statements, cash-flow forecasts (inclusive of capital expenditures), business plans, budgets, balance sheet forecasts, board or manager reports, investor reports, minutes of any board, shareholder, manager or member meetings (as applicable), earnings or accounting statements, and copies of all other statements and reports furnished to the Borrower pursuant to each such Portfolio Company's Constitutive Documents, and upon the reasonable request of the Lender, make to each such Portfolio Company such demands and requests for information and reports or for action as the Borrower is entitled to make under to each such Portfolio Company's Constitutive Documents;

(e) As soon as possible and in any event within three (3) Business Days after an Authorized Officer of the Borrower obtains actual knowledge thereof, notice of the occurrence of any material default under a Portfolio Company's Constitutive Documents;

(f) Within three (3) Business Days after the end each month Bron Media an overview of Bron Media's forecasts and changes in revenue projections for its upcoming projects.

(g) Within three (3) Business Days after the end each month, Borrower shall cause each of the Portfolio Companies to provide the Lender with a projected profit and loss statements, cash-flow forecasts and bank statements;

(h) Within three (3) Business Days after the end each month, Borrower shall all provide a projected profit and loss statement, cash-flow forecasts, earnings or accounting statements; and

(i) Such other information with respect to the business, condition (financial or otherwise), operations, performance or properties of the Borrower in the possession or control of the Borrower promptly after the Lender's reasonable request therefor.

8. The liabilities of the undersigned hereunder shall be unaffected by (a) any amendment to or modification of the provisions of the Loan Agreement or any other Loan Document, (b) any extensions of time for performance required thereby, or (c) the release of Borrower from performance or observance of any of the agreements, covenants, terms or conditions contained in any of said Loan Documents, whether made with or without notice to the undersigned. Bron Media waives any right or claim of right to cause a marshalling of Borrower's assets or to cause Lender to proceed against any of the security for the notes secured by the Loan Agreement before proceeding against Bron Media or to proceed against the undersigned in any particular order and Bron Media agrees that any payments required to be made hereunder shall become due in accordance with the terms hereof and of the Loan Agreement and the other Loan Documents.

9. The financial statements heretofore delivered by the Bron Parties to Lender are true and correct in all respects, fairly present the respective financial conditions of each of the Bron Parties as of the respective dates thereof and no material adverse change has occurred in the financial conditions of any the Bron Parties since the respective dates thereof.

10. No delay on Lender's part in exercising any right, power or privilege under the Loan Agreement, the Note secured thereby, the other Loan Documents, this Agreement or any other document made to or with Lender by Borrower shall operate as a waiver of any such

privilege, power and right.

11. This Agreement may not be changed or terminated orally.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

13. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original instrument and all counterparts taken together will constitute one agreement. Delivery of an executed counterpart of a signature page to this Membership Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

"BRON MEDIA"

BRON MEDIA CORP., a British Columbia company

By: ______________________________
Name: Aaron Gilbert
Title: Director

"LENDER"
ACCESS ROAD CAPITAL LLC

By: ______________________
Name: Idan Shani
Title: COO/CFO

SCHEDULE A

Assumptions
Projects in Post - Not showing producer fees & overhead as they have already been received
BRON only portion of partnership income - net of funds to production and finance partners
Much revenue not booked for sales fees - will update as we enter into those negotiations

PRODUCTION NAME	TYPE	COMPANY	ROLE	STATUS	PRODUCER FEES	OH / PREMIUM	FINANCE FEES	SALES FEES	BACKEND	
312	FILM	BlackHand (BRON)	Producer / Sales Agent	Packaging	500,000	450,000	TBD	TBD	30%	
3AM	FILM	Little Lamb (BRON) / BRON Releasing	Producer / Sales Agent	Development	250,000	900,000	TBD	TBD	20%	
ADAM'S FAMILY 2	ANIMATED FILM	BRON Creative	EP	Development	1,300,000				15%	
ASTONISHED	TV SERIES	BlackHand (BRON)	Producer / Sales Agent	Development	750,000	1,000,000	TBD	TBD	25%	
BLACULA (MGM lead)	FILM	BRON Studios	Producer	Development	350,000				6%	
BLOODSHOT	TV SERIES	BlackHand (BRON)	Producer / Sales Agent	Development	750,000	1,000,000	TBD	TBD	25%	
BOBBY WOOD (Robin Hood)	ANIMATED SERIES	BRON Digital	Producer / Sales Agent	Packaging	450,000	750,000	TBD	TBD	40%	
BROTHER	FILM	BRON Releasing	Sales Agent	Pre-Production			75,000	15%	15%	
BUBBLES HOTEL	ANIMATED SERIES	BRON Releasing	EP / Sales Agent	Production				2.5%	5%	
CALL MY AGENT	TV SERIES	BRON Studios	Studio/Producer/Sales Agent	Packaging	1,105,000	520,000	384,000	15%	40%	
COLORS	TV SERIES	BRON Studios	Producer	Development	1,000,000				7.5%	
DARK HARVEST	FILM	BRON Creative	EP	Packaging	400,000				15%	
DESCENT	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Packaging	TBD	TBD	TBD	TBD	TBD	
EMPIRE OF CRIME	TV SERIES	BlackHand (BRON)	Producer / Sales Agent	Development	500,000	250,000			8.0%	
FABLES	ANIMATED SERIES	BRON Digital	Producer / Sales Agent	Production	400,000	450,000		7.5%	40%	
GALLO	TV SERIES	BlackHand (BRON)	Producer / Sales Agent	Development	500,000	250,000			8.0%	
GOSSAMER	ANIMATED SERIES	BRON Digital	Producer / Sales Agent	Pre-Production	450,000	750,000	TBD	TBD	40%	
GUCCI	FILM	BRON Creative	EP	Packaging	1,200,000				15%	
HALEY AND THE HERO HEARTS	ANIMATED SERIES	BRON Releasing	EP / Sales Agent	Production				2.5%	5%	
I AM QUEEN	TV SERIES	BRON Life / BRON Releasing	EP / Sales Agent	Post Production	250,000	200,000		2.5%	50%	
IPCRESS FILE	TV SERIES	BRON Studios	Studio/Producer/Sales Agent	Packaging	548,000	576,000		15%	40%	
JUSTIFIED OR HOMICIDE	TV SERIES	BRON Life / BRON Releasing	EP / Sales Agent	Packaging	TBD	TBD	TBD	TBD	TBD	
KIN	TV SERIES	BRON Studios	Studio/Producer/Sales Agent	Packaging	793,600	793,600		15%	40%	
MAN FROM TORONTO	FILM	BRON Creative	EP	Pre-Production	940,000				3.75%	
MARGEAUX	TV SERIES	BRON Studios	Studio/Producer/Sales Agent	Packaging	793,600	793,600		15%	40%	
MONKEY MAN	FILM	BRON Studios & BRON Releasing	Producer / Co-Sales Agent	Pre-Production	200,000	225,000		15%	25%	
MONSTER	FILM	BRON Studios	Producer	Post-Production				2.5%	10%	
NEEDLE IN A TIMESTACK	FILM	BRON Studios & BRON Releasing	Producer / Sales Agent	Post Production				7.5%	35%	
PIECES OF A WOMAN	FILM	Little Lamb (BRON) / BRON Releasing	EP / Sales Agent	Post Production				7.5%	23.8%	
QUEEN FOR A DAY	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Development	TBD	TBD	TBD	TBD	TBD	
QUENCH	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Packaging	TBD	TBD	TBD	TBD	TBD	
RARE	TV SERIES	BRON Studios	Studio/Producer/Sales Agent	Packaging	1,105,000	520,000	384,000	15%	40%	
RICK & LIND	TV SERIES	BRON Studios	Studio/Producer/Sales Agent	Packaging	570,000	496,000	76,000	15%	85%	
SABRINA	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Packaging	TBD	TBD	TBD	TBD	TBD	
SCANNERS	TV SERIES	BRON Studios / BRON Releasing	Producer / Sales Agent	Development	500,000	1,000,000		15%	5%	
SHADOWPLAY	TV SERIES	BRON Studios	Co-Studio/Producer/Sales Agent	Post Production	1,120,000			320,000	40%	
SHADOWPLAY (Season 2)	TV SERIES	BRON Studios	Co-Studio/Producer/Sales Agent	Packaging	2,000,000	1,000,000		450,000	40%	
SHAKER HEIGHTS	TV SERIES	BRON Studios / BRON Releasing	Producer / Sales Agent	Development	1,000,000				7.5%	
SIEGE OF BETHLEHEM	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Development	TBD	TBD	TBD	TBD	TBD	
SUMMERLAND	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Development	TBD	TBD	TBD	TBD	TBD	
SUPER SANCHEZES	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Development	TBD	TBD	TBD	TBD	TBD	
SWEET THUNDER	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Packaging	TBD	TBD	TBD	TBD	TBD	
THAT DIRTY BLACK BACK	TV SERIES	BRON Studios	Studio/Producer/Sales Agent	Packaging	1,116,000	930,000		7.5%	40%	
THE CIVILIAN	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Packaging	TBD	TBD	TBD	TBD	TBD	
THE LIFEBOAT	FILM	BRON Studios / BRON Releasing	Producer / Sales Agent	Development	TBD	TBD	TBD	TBD	TBD	
THOSE WHO WISH ME DEAD	FILM	BRON Studios	Producer	Post Production					15%	
WIND AND THE WILLOWS	FILM	BRON Studios / BRON Creative	Producer	Packaging	2,860,000				23%	
WORLD OF WONDERS	ANIMATED SERIES	BRON Digital	Producer / Sales Agent	Packaging	450,000	500,000		7.5%	40%	
YOUNG BEAR GRYLLS: ENDANGERED	ANIMATED SPECIAL	BRON Releasing	EP / Sales Agent	Production	387,000			10%	5%	
YOUNG BEAR GRYLLS: ICEBREAKER	ANIMATED SPECIAL	BRON Releasing	EP / Sales Agent	Production	387,000			10%	5%	
YOUNG BEAR GRYLLS: TRAINING CAMP	ANIMATED SPECIAL	BRON Releasing	EP / Sales Agent	Production	387,000			10%	5%	
					25,312,200	13,354,200	919,000			39,585,400
					4,281,000	2,650,000		320,000		7,251,000

SCHEDULE A

This is **Exhibit "H"** referred to in the Affidavit of Joanne Austen made before me at Vancouver, British Columbia this 1st day of November, 2023.

A Commissioner for the taking of Affidavits for British Columbia

CLAIRE I. HILDEBRAND
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, B.C. V6E 4E5
604-631-3331

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this "**Agreement**") is made as of December 1, 2020 between:

SOLITARY HOLDINGS USA, LLC, a Delaware limited liability company with an office address at c/o BRON Studios, 345 N. Maple Drive, Suite 294, Beverly Hills, California 90210, USA, Attention: Aaron L. Gilbert

(the "**Producer**");

AND:

WINDOR PRODUCTIONS BC INC., a British Columbia corporation, with an office address at 5542 Short Street, Burnaby, B.C. V5J 1L9, Canada, Attention: Aaron L. Gilbert

(the "**Service Producer**");

AND:

CREATIVE WEALTH MEDIA LENDING LP 2016, an Ontario limited partnership having an address at 151 Bloor Street West, Suite 700, Toronto, Ontario, M5S 1S4, Canada, Attention: Richard McConnell

("**CW Lending**");

AND:

ACCESS ROAD CAPITAL LLC, a Delaware limited liability corporation, with offices located at 238 Cedar Avenue, Hewlett, NY 11557, Attention: Idan Shani

(the "**Tax Credit Financier**");

("**Parties**" mean the parties to this Agreement and each may be referred to herein individually as "**Party**").

RECITALS.

This Agreement is being entered into in reference to the following facts:

A. The Producer owns and controls the worldwide copyright to develop, produce and exploit a theatrical motion picture presently entitled "*Solitary*" (the "**Picture**").

B. Pursuant to the terms of a loan agreement between CW Lending and the Producer (as borrower) and Service Producer (as production service provider) and Bron Studios USA, Inc. (as guarantor), dated August 5, 2020, and all other agreements between the Producer and/or the Service Producer, on the one hand, and CW Lending, on the other hand, relating thereto, including Amendment No. 1 dated October 16, 2020 and any other amendments, supplements, modifications, extensions, renewals or replacements to any of those agreements (collectively, the "**CW Loan Agreement**"), CW Lending has agreed to provide a gross loan in the amount of USD$10,870,113 (including the loan fee) to the Producer to fund budgeted production cost in connection with the production of the Picture in accordance with terms and conditions contained therein. All payment obligations to CW Lending under the CW Loan Agreement, Agreement, including without limitation all obligations to pay fees, costs, expenses, premiums, interest, reimbursements, enforcement costs (i.e. including attorneys' fees, costs and expenses incurred by CW Lending in connection with the enforcement of remedies against the Service Producer or Producer pursuant to the CW Loan Agreement), but excluding any obligation to pay CW Lending a share of Net Receipts as defined therein, shall hereinafter be referred to collectively as the "**CW Lending Obligation**s".

C. Pursuant to the terms of an offer of financing agreement between the Tax Credit Financier and the Service Producer each dated as of December 1, 2020, a general security agreement between the Tax Credit Financier and the Producer dated as of December 1, 2020 and all other agreements relating thereto, and any amendments, supplements, modifications, extensions, renewals or replacements to any of those agreements (collectively, the "**Tax Credit Financier Loan Agreement**"), the Tax Credit Financier has agreed to provide a gross loan of USD$1,523,636 (the "**Tax Credit Financier Loan**") to the Producer to fund a portion of the budgeted production costs in connection with the Picture in accordance with terms and conditions contained therein. All payment obligations to the Tax Credit Financier under the Tax Credit Financier Loan Agreement, including without limitation all obligations to pay fees, costs, expenses, premiums, interest, reimbursements, enforcement costs (i.e. including attorneys' fees, costs and expenses incurred by Tax Credit Financier in connection with the enforcement of remedies against the Service Producer or Producer pursuant to the Tax Credit Financier Loan), shall hereinafter be referred to collectively as the "**Tax Credit Financier Obligations**".

D. As security for the performance and execution of all of their obligations under the terms of the CW Loan Agreement, the Producer and the Service Producer have granted in favour of CW Lending security interests on all of their respective movable property, corporeal and incorporeal, present and future, tangible and intangible, including, without limitation the copyright in and to the Picture, and all literary properties on which the Picture is based and the rights to all music incorporated therein, presently existing or hereafter arising, wherever situated (collectively, the "**CW Lending Security**" or the "**CW Lending Security Interest**").

E. As security for the performance and execution of all of their obligations under the terms of the Tax Credit Financier Loan Agreement, the Producer and the Service Producer have granted in favour of the Tax Credit Financier security interests on all of their respective movable property, corporeal and incorporeal, present and future, tangible and intangible, including, without limitation the copyright in and to the Picture, and all literary properties on which the Picture is based and the rights to all music incorporated therein, presently existing or hereafter arising, wherever situated (collectively, the "**Tax Credit Financier Security**" or the "**Tax Credit Financier Security Interest**").

F. The Parties wish to enter into this Agreement to make provision in relation to, among other things, the priority of their respective security interests, the giving of certain notices and acknowledgments, approval and termination in respect of the Picture.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Funding/Condition Precedent.** The Parties acknowledge and agree as follows:

(a) CW Lending has advanced, or caused to be advanced, the amount of USD$9,649,985 to the Producer as at the date of this Agreement into the Production Bank Account.

(b) Concurrently with the execution of this Agreement, Tax Credit Financier will advance to Producer the amount of USD$1,375,124 ("**Tax Credit Financier Net Loan**").

(c) This Agreement shall be of no force or effect, and none of the Parties will have any obligations hereunder unless and until CW Lending receives confirmation to its satisfaction that the Tax Credit Financier Net Loan has been deposited by Tax Credit Financier into the Production Bank Account.

2. **Rights, Security Interests and Non-Disturbance.**

(a) **Vesting of rights.**

Notwithstanding any contrary provision contained in any and all agreements mentioned or referred to in this Agreement or otherwise entered into in connection with the Picture (collectively, the "**Relevant Agreements**") or any other agreement, the Parties hereby acknowledge and agree that any interest in and to the Picture, all rights to enable the Picture to be produced and exploited and all of the Producer's and the Service Producer's assets, presently existing or hereafter arising, tangible and intangible, wherever situated, including, without limitation, all exploitation and distribution rights in connection with the Picture, the copyrights thereto, and the proceeds derived therefrom (collectively, the "**Collateral**") vest subject to the CW Lending Security Interest and the Tax Credit Financier Security Interest (collectively, "**Security Interests**") granted to CW Lending and the Tax Credit Financier (each, a "**Secured Party**" and, collectively, the "**Secured Parties**"), respectively, in the order of priority specified herein and the Parties hereby amend the Relevant Agreements between them to give full effect to the foregoing.

(b) **The Security Interests.**

(i) Each of the Parties consents to the CW Lending Security Interest and the Tax Credit Financier Security Interest, and to the agreements pursuant to which each of the Security Interests are granted (the agreements pursuant to which such Security Interests are granted are referred to herein collectively as the "**Security Agreements**") by the Producer and/or the Service Producer, and to the creation of the Security Interests.

(ii) Each of the Secured Parties confirms that it has not taken, and will not hereafter take, any security interest in and to the Picture or the Collateral from the Producer, the Service Producer or any other party other than the Security Interests without the prior written consent of each of the other Secured Parties. Each of the Parties (other than the Secured Parties) hereby confirms that it has not taken, and will not hereafter take, any security interest in and to or in relation to the Picture or the Collateral.

(iii) Each of the Producer and the Service Producer hereby warrants and represents for itself only that, with the exception of the security interests granted collectively to the following guilds (collectively, "**Guilds**"): the *Union of BC Performers* and the *Screen Actors Guild* (solely if to the extent required under "Global Rule One") and the *Directors Guild of America, Inc.*, it has not granted any security interest to any third party over any of the Picture or the Collateral other than the Security Interests and undertakes that it will not do so without the prior written consent of all the Secured Parties.

(iv) None of the Parties shall make any legal, equitable or other challenge in relation to the validity of any of the Security Interests.

(v) In the event that either the Producer or the Service Producer has granted a security interest in and to the Picture and/or the Collateral, or any part of either, to any of the Parties and whether or not such security has been registered at any personal property security registry or any other applicable charges registries or has otherwise been attached or perfected, the Parties hereby expressly agree that such security shall rank in the order of priority set out below as though part of such Party's Security Interest.

(vi) Notwithstanding anything to the contrary contained in the Security Agreements or any other Relevant Agreement, but subject to subsection (vii) below, the Security Interests granted by the Producer and the Service Producer to the Secured Parties shall be subject to the "Priority" and subordinations set forth in Subsection (c) below.

(vii) The Parties agree that all receipts and proceeds arising from or with respect to the Tax Credit Financier Priority Collateral (as defined below) shall be applied strictly to the repayment of the Tax Credit Financier Obligations until the Tax Credit Financier Obligations have been repaid in full (the "**Tax Credit Financier Recoupment**"), and thereafter the Tax Credit Financier will remit any excess to the Collection Account (as defined below).

(viii) The Secured Parties (other than the Tax Credit Financier) agree that they shall not enforce their Security Interests in the Tax Credit Financier Priority Collateral without the prior written consent of the Tax Credit Financier until the Tax Credit Financier Recoupment.

(ix) Notwithstanding any contrary term or provision set forth in any Relevant Agreements, each of the Parties hereby agrees that any unspent funds from the Approved Budget (defined below) for the Picture remaining following Completion and Delivery (defined below) shall be paid in accordance with the provisions of Section 3(b) below.

(c) **Priority.**

The Secured Parties agree that at all times:

(i) In relation to all Collateral excluding only the Tax Credit Financier Priority Collateral (the "**CW Lending Priority Collateral**"):

(1) the CW Lending Security Interest shall rank in first position until CW Lending has been irrevocably and indefeasibly repaid the CW Lending Obligations in full ("**CW Lending Recoupment**"); and

(2) the Tax Credit Financier Security Interest shall rank in second position until Tax Credit Financier Recoupment except that if CW Lending Recoupment occurs prior to Tax Credit Financier Recoupment, then the Tax Credit Financier Security Interest shall thereafter rank in first position until Tax Credit Financier Recoupment.

(ii) In relation to the proceeds of the following tax incentives in relation to the Picture: (i) the Canadian Film or Video Production Services Tax Credit; (ii) the Digital Animation, Visual Effects Tax Credit, and (iii) the British Columbia Production Services Tax Credit (collectively, the "**Tax Credit Financier Priority Collateral**"):

(1) the Tax Credit Financier's Security Interest in the Tax Credit Financier Priority Collateral shall rank in first position until Tax Credit Financier Recoupment (CW Lending hereby acknowledges Service Producer and Producer have, pursuant to the Tax Credit Financier Loan Agreement, agreed to pay directly to Tax Credit Financier the Tax Credit Financier Priority Collateral until Tax Credit Financier Recoupment, and CW Lending has no objection to the foregoing); and

(2) the CW Lending Security Interest shall rank in second position until CW Lending Recoupment, except that if Tax Credit Financier Recoupment occurs prior to CW Lending Recoupment, then the CW Lending Security Interest shall thereafter rank in first position until CW Lending Recoupment; and thereafter.

The Secured Parties agree that their Security Interests and all amounts owing to each Secured Party pursuant to any applicable agreements that are subordinated to other claims pursuant to the foregoing "Priority" section (collectively, the "**Subordinated Claims**") are hereby irrevocably subordinated and postponed in accordance with the foregoing "Priority" section. As a result of such subordination and postponement, the Secured Parties agree that payment of any Subordinated Claims may be made, with respect to each of Section 2(c)(i) and (ii) above, only when such Subordinated Claim ranks in first position under such section. Should any Party nonetheless receive any sums of money in payment of the Subordinated Claims other than in accordance with the foregoing, such Party shall hold such sums in trust for the Secured Party in first position under Section 2(c)(i) or 2(c)(ii), as applicable, and shall deliver the same to the Secured Party in first position under such section without any delay, to be applied in accordance with the priorities established in the foregoing "Priority" section.

(d) **Exercise of Rights by Secured Parties.**

(i) Subject to subsections (iii) and (iv) below, a Secured Party (the "**Enforcing Party**") will not take any action under, or exercise any rights it may have, at law, in equity, or otherwise pursuant to its Security Interests in any part of the Collateral or any other Enforcement Rights (as defined below) without the prior written consent of those Secured Parties whose Security Interests in that part of the Collateral rank higher or equal in priority than the Enforcing Party's Security Interest in that part of the Collateral.

(ii) Notwithstanding the foregoing, the Tax Credit Financier shall have the sole right to take any action under, or exercise any rights it may have, at law or in equity or otherwise exercise any other Enforcement Rights (as defined below) with respect to the Tax Credit Financier Priority Collateral until Tax Credit Financier Recoupment and is authorized to do so and shall not thereby incur any liability to the other Parties to the extent such action is consistent with the terms of this Agreement. Nothing contained herein shall operate to create a fiduciary duty on the part of Tax Credit Financier for the benefit of the other Parties hereunder. Without limiting the generality of the foregoing, Tax Credit Financier shall have no liability to the other Parties on account of exercise of the rights and remedies of Tax Credit Financier with respect to the Tax Credit Financier Priority Collateral under the Tax Credit Financier Loan Agreement consistent with the terms of this Agreement. Each of the other Parties waives the right to commence or pursue any legal action (whether suit, counterclaim, cross claim or other action) on account of exercise of the rights and remedies of the Tax Credit Financier under the Tax Credit Financier Loan Agreement alleging, or based on a theory of, breach of fiduciary obligations of Tax Credit Financier.

(iii) Without limiting the generality of the foregoing, no Secured Party other than CW Lending may prior to CW Lending Recoupment take any action under, or exercise any rights (including any takeover right) it may have, at law, in equity, or otherwise exercise any other Enforcement Rights (as defined below) pursuant to its Security Interests or take any action, which (as to all of the foregoing) might disturb, infringe upon, interfere with, or otherwise impair the CW Lending Priority Collateral Recoupment and is authorized to do so and shall not thereby incur any liability to the other Parties to the extent such action is consistent with the terms of this Agreement. Nothing contained herein shall operate to create a fiduciary duty on the part of CW Lending for the benefit of the other Parties hereunder. Without limiting the generality of the foregoing, CW Lending shall have no liability to the other Parties on account of exercise of the rights and remedies of CW Lending with respect to the CW Lending Priority Collateral under the CW Loan Agreement consistent with the terms of this Agreement. Each of the other Parties waives the right to commence or pursue any legal action (whether suit, counterclaim, cross claim or other action) on account of exercise of the rights and remedies of CW Lending under the CW Loan Agreement alleging, or based on a theory of, breach of fiduciary obligations of CW Lending.

(iv) Without limiting the generality of the foregoing, no Secured Party other than the Tax Credit Financier may prior to Tax Credit Financier Recoupment take any action under, or exercise any rights (including any takeover right) it may have, at law, in equity, or otherwise exercise any other Enforcement Rights (as defined below) pursuant to its Security Interests or take any action, which (as to all of the foregoing) might disturb, infringe upon, interfere with, prevent, impede, diminish or delay (A) the claim for the amounts which the Producer or the Service Producer may claim or have claimed from applicable taxing authorities in respect of the Tax Credit Financier Priority Collateral (collectively, "**Tax Credit Financier Amounts**") being made; (B) the Tax Credit Financier receiving the Tax Credit Financier Amounts; or (C) the timely payment of the Tax Credit Financier Amounts;

(v) For the purpose hereof, "**Enforcement Rights**" means any right of a Secured Party under any of the Relevant Agreements, respectively, to: (i) appoint a receiver, receiver and manager or administrative receiver; (ii) apply for the appointment of any administrator; (iii) exercise any power of sale, assignment, transfer or disposal or right of foreclosure; (iv) take possession of (or forfeit the right of any other person to have possession of) any asset or right; or (v) any other right (whether or not of a similar nature and existing in any jurisdiction whatsoever, including under the applicable Uniform Commercial Code or Personal Property Security Act) having the effect of enforcing the CW Lending Security Interest or the Tax Credit Financier Security Interest, respectively.

(e) **Effect of Priority Sections.**

The "Priority" provisions of Subsection (c) above shall take effect notwithstanding (i) any contrary provision in any Relevant Agreement, other agreement or document to which any of the Secured Parties is a party; (ii) any priority in date or time of creation, method, manner or order of grant, attachment or perfection of any of the Security Interests and, to the fullest extent as may be required to give full effect to the priority provisions of Subsection (c) above; (iii) any provision of, or filing or recording under, or any other applicable statute, rule, rule of law or regulation in the United States, Canada or any other jurisdiction; and (iv) any invalidity, enforceability, voidability, disputability or other defect in any of the Security Interests that might otherwise affect any priority in time of creation, attachment or perfection of such Security Interests nor any action or inaction that any Secured Party may take or fail to take.

(f) **Enforcement Proceeds.**

Without limiting the rights and recourses of the other Secured Parties due to the failure of a Secured Party to respect Subsection (d)(i) above (and the liability of such Secured Party resulting from such failure), any Enforcing Party shall-procure that all monies received by a receiver, receiver and manager or administrative receiver (or such equivalent person designated pursuant to any law) appointed under any of the Security Agreements (and the proceeds of the exercise of any other Enforcement Right by any of the Secured Parties) shall, after paying its remuneration and after providing for all costs, and expenses of such receiver, receiver and manager or administrative receiver be applied in the same priority as set forth in the "Priority" Subsection (c) above and thereafter in accordance with the recoupment schedule set out in the Collection Account Management Agreement. Each Secured Party will furnish the other(s), upon written request, with copies of such documents as it shall receive with respect to the Picture, including without limitation, such other written information regarding the financial position or business of Producer and the Service Producer as shall reasonably be requested in writing by one or more of the others promptly upon receipt of a request for the same; but no Secured Party assumes any responsibility to the others with respect to the authenticity, validity, accuracy or completeness of any such document.

(g) **Quiet Enjoyment.**

(i) No Party will exercise any takeover right it may have without the prior written consent of each of the Lenders.

(ii) Each Secured Party hereby agrees not to interfere with or impede the rights granted to any future distributor ("**Distributor**" or "**Distributors**" under any of the distribution agreements entered into with Distributors in respect of the Picture (collectively, the "**Distribution Agreements**") unless such Distributor is in material breach of the relevant Distribution Agreement or a Relevant Agreement and in the event of such material breach CW Lending shall have the right to take such action as it considers necessary pursuant to the relevant Distribution Agreements (including the right to terminate any relevant Distribution Agreement).

(iii) Notwithstanding anything to the contrary contained herein, until CW Lending Recoupment, the Parties agree that (a) CW Lending is entitled to exercise the following approval rights in accordance with the CW Loan Agreement: CW Lending is entitled to pre-approve in writing the following in respect of the Picture: (i) all sales agency agreements; (ii) all sales agents and Distributors; (iii) all sales commissions or distribution fees and sales estimates ("**Sales Estimates**") for all territories; and (iv) Distribution Agreements if the minimum guarantee, licensee fee or advance payable pursuant to the license for such sale is less than the "low" or "take" Sales Estimates or that provides for a requirement for a U.S. theatrical release of the Picture as a condition precedent to the payment of such minimum guarantee; and (b) CW Lending shall have the right, but not the obligation, to direct exploitation method(s) and strategy employed by Producer, sales agent, Distributors or anyone acting as an agent on their behalf, or terminate or replace same.

(iv) "**Insolvency Event**" means that such Party (a) becomes insolvent, or is unable or deemed unable or admits in writing its inability to meet its respective debts as they fall due or if a petition is presented (and not discharged within ten (10) days) for the purpose of considering a resolution for the liquidation of such Party or if similar proceedings are taken for the winding up, bankruptcy or dissolution of such Party; or (b) makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its properties or assets; or (c) applies for or consents to the appointment of a receiver or trustee for it or for a substantial part of its property or business or institutes or has instituted against it any proceedings that are not contested reasonably and in good faith for relief under any bankruptcy law or any law for the relief of debtors or has entered against it any order or judgment decreeing its dissolution or division; or (d) files a voluntary petition for itself as debtor under any bankruptcy, insolvency or similar law; or (e) has any case commenced against it under any bankruptcy, insolvency or similar law that is not contested reasonably and in good faith; or (f) has a receiver or administrative receiver appointed in respect of any of its assets; or (g) is subject to any event analogous to the foregoing in any jurisdiction.

(h) **Further Assurance.**

Each of the Secured Parties agrees that at the request and expense of the Producer it will do such acts and execute, prepare and/or file such documents as may be reasonably necessary to effect or perfect the priorities, subordinations, releases and agreements agreed in this herein. Where joint notice is required to be given by any of the parties under any laboratory pledgeholder agreement or production account letter or other document executed to effect or supplement the security given to the Secured Parties, then each applicable Secured Party will give such notice in order to give effect to the provisions herein.

(i) **Benefit of Secured Parties.**

This Section is for the benefit of the Secured Parties only. All rights of the Secured Parties against the Producer, the Service Producer and any third party are expressly reserved and not hereby waived as between the Secured Parties (on the one hand) and the Producer, the Service Producer and any such third party (on the other hand).

(j) **Application of Gross Receipts.**

All Gross Receipts (as such term is defined below) shall be deposited into a collection management account (the "**Collection Account**") and disbursed in accordance with the collection account management agreement entered into or to be entered into with Fintage Collection Account Management B.V. or Freeway Cam B.V. (the "**Collection Account Management Agreement**") in the name of the Producer.

For the purposes of this Agreement "**Gross Receipts**" means all cash or other consideration received by or credited to Producer and the Service Producer (and/or their affiliates, assignees, designees and successors) (or Bron Releasing USA, Inc. ("**Sales Agent**") on Producer's behalf), which arises out of, is paid on account of, or constitutes proceeds of, the Picture, any exploitation of the Picture, or any assets of or rights in the Picture, and from any and all distribution and exploitation of the Picture in any and all media now known or hereafter devised, throughout the universe in perpetuity, in any and all languages, and any of its allied, underlying or incidental rights (copyright, trademark and intellectual property rights), including without limitation, exploitation of motion picture rights, all television rights (pay, free, film, tape, cassette, cable, live and otherwise) and all allied and incidental rights in the Picture, including by way of further illustrations, the exploitation of any and all sequel and remake rights, music rights, soundtrack album rights, merchandising rights, publishing rights, radio rights, stage rights and promotional and advertising rights, and specifically including any proceeds from the Tax Credit Financier Priority Collateral only after Tax Credit Financier Recoupment. For greater certainty and notwithstanding anything to the contrary in the CW Lending Loan Agreement or otherwise, the Gross Receipts shall exclude the Tax Credit Financier Priority Collateral, which shall be paid directly to the Tax Credit Financier, until complete Tax Credit Financier Recoupment. After Tax Credit Financier Recoupment, the Gross Receipts shall include the Tax Credit Financier Priority Collateral, which shall be paid directly to the Collection Account, and Tax Credit Financier shall pay to the Collection Account any amount respecting the Tax Credit Financier Priority Collateral, including all proceeds thereof, in excess of the Tax Credit Financier Obligations.

(k) **Delivery.**

The Parties acknowledge and agree that delivery of the Delivery Materials (as defined in the sales agency agreement to be entered into between Producer and Sales Agent in respect of the Picture ("**Sales Agent Agreement**") to, and acceptance thereof by, Sales Agent in accordance with the terms of the Sales Agent Agreement shall constitute "**Completion and Delivery**" of the Picture for the purposes of this Agreement.

3. Insurance Claims and excess funds in Production Bank Account.

(a) Notwithstanding any provisions of the CW Loan Agreement, the Tax Credit Financier Loan Agreement, to the contrary, if any claim should arise under any of the insurance policies to be provided under such agreements, with respect to which the insurer is to make a payment to the Producer or the Service Producer (as distinguished from a case in which payment is to be made to a third party), such payment shall be made to the Picture's Production Bank Account (as defined below) and shall be disbursed in the following order of priority:

(i) First, upon Completion and Delivery of the Picture and all production costs have been paid such proceeds shall be paid to Tax Credit Financier and CW Lending on a *pro rata pari passu* basis as follows: twelve point three percent (12.3%) to the Tax Credit Financier and eighty seven point seven percent (87.7%) to CW Lending, respectively, and finally any balance shall be paid to the Producer.

(ii) Second, in all other cases such proceeds shall, to the extent necessary, be used to pay production costs of the Picture and any balance remaining shall be paid to the Production Bank Account to be used to pay production costs of the Picture.

(b) Tax Credit Financier shall deliver to CW Lending an updated written estimate of anticipated cash value of Canadian tax incentives ("**Updated Tax Credit Estimate**") from PricewaterhouseCoopers within fifteen (15) business days after receipt of such Updated Tax Credit Estimate as set forth in the Tax Credit Loan Agreements. If the Updated Tax Credit Estimate indicates that the receipts and proceeds that Tax Credit Financier can legitimately expect to receive arising from the Tax Credit Financier Priority Collateral are:

(i) **equal to or more** than the amount of the then Tax Credit Financier Obligations, then any balance remaining in the Production Bank Account, after Completion and Delivery and payment of all production costs shall be disbursed one hundred percent (100%) to CW Lending until CW Lending Recoupment and thereafter any remaining amount shall be remitted to the Collection Account (as defined below); provided, however that no such funds shall be remitted to the Collection Account until Tax Credit Financier Recoupment; or

(ii) **less than** the amount of the then Tax Credit Financier Obligations (such difference as set forth in the Updated Tax Credit Estimate shall be the "**Tax Credit Shortfall Amount**"), then any balance remaining in the Production Bank Account with respect to the Picture, after Completion and Delivery and payment of all production costs, shall be paid to the Tax Credit Financier to the extent of any Tax Credit Shortfall Amount, and to CW Lending until CW Lending Recoupment, ratably in accordance with the total amount lent by each, and the excess, if any, shall be paid to the Collection Account.

(c) Any proceeds of the errors and omissions policy paid out in respect of the Picture shall be paid to the Parties as their respective interests appear on such policy.

(d) The Producer and the Service Producer each undertakes to do all things necessary to ensure that all exclusions to the coverage of the errors and omissions policy shall be cleared prior to Completion and Delivery. This shall include without limitation obtaining all licenses, clearances and consents necessary for the worldwide exploitation of the Picture in all media and by all means.

(e) As used herein the term "**Production Bank Account**" shall collectively mean:

(f) US CURRENCY ONLY: DESTINATION BANK: Royal Bank of Canada; Account Number: 00010-4003729; account located at Royal Bank of Canada, 1025 West Georgia Street, Vancouver, BC V6E 3N9 in the name of Service Producer;

(g) ALL OTHER CURRENCIES DESTINATION: Royal Bank of Canada; Account Number: 00010-1021716; account located at Royal Bank of Canada, 1025 West Georgia Street, Vancouver, BC V6E 3N9 in the name of Service Producer;

4. Approvals.

The Producer and the Service Producer will not exercise any approval rights contained in any Relevant Agreements or other agreements between any of the Parties relating to the Picture in any way which is inconsistent with the provisions of this Agreement or which conflicts with any of the rights granted to the Secured Parties hereunder or which might reduce the Tax Credit Financier Amounts.

Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that CW Lending shall have the right to pre-approve in writing the amount of the advance or minimum guarantee for any Distribution Agreement in respect of any territory.

Each of the Parties confirms (for itself only) that it has approved the following (any changes shall be subject to the Lenders' prior written approval): the finance plan of the Picture (ref: Oct 15, 2020 v. 16 Approved Budget) ("**Finance Plan**"); the budget of the Picture dated October 26, 2020 v24 ("**Approved Budget**"), the cash flow schedule of the Picture dated October 26, 2020 ("**Approved Cash Flow Schedule**"), the production and post-production schedule dated October 31, 2020 (collectively, "**Approved Production Schedule**") and the screenplay of the Picture dated September 19, 2020 ("**Approved Screenplay**") (to the extent it has the right to approve the same) and hereby amends all Relevant Agreements so as to give effect to the foregoing.

5. Warranties, Undertaking and Acknowledgement.

Each of the Producer and the Service Producer hereby jointly and severally represents, warrants and undertakes in favour of the Secured Parties:

(a) that the Picture will be produced and delivered in accordance with all of the requirements of the Relevant Agreements and in accordance with the Approved Budget, the Approved Screenplay, the Approved Cash Flow Schedule and the Approved Production Schedule;

(b) that it will comply with and perform its obligations under the Relevant Agreements to which it is a party;

(c) that each Relevant Agreement to which it is a party is in full force and effect;

(d) that neither it nor, to the best of its knowledge having made due enquiry, any other party is in breach of any Relevant Agreement to which it is a party;

(e) that it will inform Secured Parties immediately of any proposed departure from the Approved Budget (other than a non-material reallocation within budget lines), and will provide Secured Parties with all relevant information relating thereto;

(f) that all costs of production of the Picture shall be discharged by the Producer and/or Service Producer promptly as and when they fall due;

(g) that it shall cause all insurance policies required by the Secured Parties pursuant to their respective financing agreements to be issued and in full force and effect by no later than the date of this Agreement and shall ensure that such policies remain in full force and effect for the respective periods required by the Secured Parties;

(h) that it shall not to do anything nor allow anything to be done whereby any policy or policies of insurance taken out by it in relation to the Picture may be or become void or voidable or whereby any such insurances might be prejudiced, cancelled or avoided;

(i) that, at the request and expense of any Secured Party it shall renew (or procure the renewal of) all such insurance policies at least thirty (30) days before the relevant policies or contracts expire, and shall procure that the approved broker shall promptly confirm in writing to each of the Secured Parties when each such renewal has been effected;

(j) that it shall promptly pay or procure for the payment of all premiums, calls, contributions, or other sums payable in respect of all such insurance policies and produce all relevant receipts when so required by any of the Secured Parties failing which any of the Secured Parties may pay such premiums itself and the amount of the premiums and all costs, charges and expenses relating to that payment shall be recoverable by the Secured Parties from the Producer and Service Producer on a joint and several basis and the payment of which to each Secured Party paying all or any portion of such premiums, costs, charges and expenses shall be an obligation secured by the Security Interest of each such Secured Party;

(k) that it shall, upon becoming aware of the happening of any event giving rise to a claim under any insurances, forthwith give notice to the appropriate insurers and to each Secured Party; and

(l) that it shall reimburse any relevant Secured Party the cost to such Secured Party of effecting any of such insurance policies to protect the interest of that Secured Party in the Picture.

6. Indemnity.

Each of the Producer and the Service Producer hereby jointly and severally agrees to, and shall, indemnify the other Parties and keep each of them fully indemnified against all proceedings, costs, claims, damages, expenses (including independent legal expenses) and liabilities arising directly or indirectly from any breach of its undertakings, obligations or warranties contained herein.

7. Insolvency Event.

The Parties hereto agree and acknowledge that an Insolvency Event in respect of Producer and/or Service Producer shall constitute a breach of that Party's obligations hereunder and shall entitle the Secured Parties to enforce their respective rights under the applicable Security Agreements, subject to the terms and priorities of this Agreement. Nothing in this Section 7 shall limit any

Secured Party's right to file proofs of claim or take other similar actions with respect to Producer and/or Service Producer.

8. Notices.

All notices and copies thereof required to be given must be in writing and delivered by hand, email or Federal Express and shall be deemed to have been given when delivered in person or by courier service, upon receipt of an email (with confirmation of successful transmission issued by sender's e-mail system) or five (5) Business Days after deposit in the United States mail (certified, with postage prepaid and properly addressed); provided, however, that the inadvertent failure to deliver such notice by such means shall not result in a breach of this Agreement if receipt of such notice given by any other means is otherwise acknowledged by the recipient (in which case notice shall be deemed given when receipt is acknowledged). The addresses for notices to any of the parties hereto (until notice of a change thereof is served as provided in this Section 9) shall be as follows:

(a) If to Producer or Service Producer:

Solitary Holdings USA, LLC
c/o BRON Studios
345 N. Maple Drive, Suite 294
Beverly Hills, CA 90210

Attention: Aaron Gilbert
Email: agilbert@bronstudios.com

Windor Productions BC Inc.
5542 Short Street,
Burnaby, B.C. V5J 1L9

Attention: Aaron L. Gilbert
Email: agilbert@bronstudios.com

(b) If to CW Lending:

151 Bloor Street West, Suite 700
Toronto, ON M5S 1S4 Canada

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

with courtesy copies to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7 Canada

Attention: Tara Parker
Email: tparker@goodmans.ca

(c) If to Tax Credit Financier:

Access Road Capital LLC
238 Cedar Ave
Hewlett, NY 11557

Attention: Idan Shani
Email: idan@forestroadco.com

with a copy to:

Attention: Jeremy Richards
Email: jrichards@forestroadco.com

with courtesy copies to:

MLaw APC
9255 Sunset Blvd., Suite 515
West Hollywood, CA 90069
Attention: Jose Martinez, Jr.
Email: jose@themartinezcompany.com

9. Waiver.

No failure or delay by any of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Any waiver by any Party hereto of any breach of any of the provisions hereof shall not be construed as a continuing waiver or consent to any subsequent breach on the part of any of the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party whose rights or interests are being waived.

10. Further Assurances.

The Parties hereto mutually agree and undertake to do and execute all such further acts, deeds and documents as may be reasonably required to give full further effect to the provisions of this Agreement.

11. Severability.

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, statute, ordinance, order, or regulation, provided, however: (a) the provision of this Agreement so affected shall be limited only to the extent necessary to permit compliance with the minimum legal requirement; (b) if at any time one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby; and (c) all such other provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid, illegal or unenforceable provision with a valid provision, the effect of which comes as close as possible to that of such invalid, illegal or unenforceable provision.

12. Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns; provided, however, neither the Producer nor the Service Producer may assign its respective rights or delegate its respective duties hereunder or any interest herein until the date when all of the Lender Obligations have been indefeasibly paid and performed in full without the prior written consent of the Lenders and any such purported assignment or delegation prior to such date shall be null and void.

13. Obligations.

Notwithstanding anything to the contrary in this Agreement, no Party shall be required or obliged in any manner to perform any obligations of any other Party relating to the Picture.

14. No Partnership.

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between any of the Parties; or create or be deemed to create a relationship of principal and agent between any of the Parties.

15. Third Party Rights.

A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

16. Drafting; Headings.

In the interpretation and construction of this Agreement, no account shall be taken of the drafting history of any particular provision or phrase in this Agreement including, without limitation, provisions or phrases removed therefrom prior to execution hereof, and which among the Parties was the originator or drafter of this Agreement or any of the specific provisions or portions thereof. All paragraph and section headings are for convenience only and do not affect the terms of this Agreement.

17. Complete Agreement.

The terms of this Agreement constitute the entire agreement between the Parties with respect to the matters contained herein and supersede any prior understandings or representations by the Parties with respect to the terms hereof. This Agreement may be modified only by an agreement in writing by all Parties hereto.

18. Counterparts.

This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument, and each party agrees that any copy of this Agreement bearing a signature on its behalf transmitted to and received by any other party by facsimile or PDF shall be deemed valid as an original and as if an original were signed in such other party's presence and delivered to it by hand.

19. Governing Law.

This Agreement shall be governed by the laws of the Province of Ontario. The exclusive jurisdiction and venue for the litigation and resolution of disputes arising out of this Agreement shall be in Toronto, Ontario.

[Signature Page Follows]

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The Parties hereto have entered into this Agreement to be effective as of the date first above written.

SOLITARY HOLDINGS USA, LLC

DocuSigned by:

By: Aaron Gilbert

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Name: Aaron L. Gilbert

Title: President

DocuSigned by:

Steven Thibault

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By: Name: Steven Thibault

Title:

WINDOR PRODUCTIONS BC INC.

DocuSigned by:

By: Aaron Gilbert

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Name: Aaron L. Gilbert

Title: President

DocuSigned by:

Steven Thibault Steven Thibault

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

By: ______________________

Name: Richard McConnell

Title: Authorized Signing Authority

ACCESS ROAD CAPITAL LLC

By: [signature]

Name: Idan Shani

Its: Authorized Signatory

The Parties hereto have entered into this Agreement to be effective as of the date first above written.

SOLITARY HOLDINGS USA, LLC

By: ______________________________
Name: Aaron L. Gilbert
Title: President

By: ______________________________
Name: Steven Thibault
Title:

WINDOR PRODUCTIONS BC INC.

By: ______________________________
Name: Aaron L. Gilbert
Title: President

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

DocuSigned by:
By: Richard McConnell
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Name: Richard McConnell
Title: Authorized Signing Authority

ACCESS ROAD CAPITAL LLC

By: ______________________________
Name: Idan Shani
Its: Authorized Signatory