This is the 2nd affidavit
of Aaron Gilbert in this case
and it was made on July 25, 2023.

No. S-245084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

AFFIDAVIT OF AARON GILBERT
(Sworn July 25, 2023)

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AFFIDAVIT OF AARON GILBERT
(Sworn July 25, 2023)

I, AARON GILBERT of the Town of Anmore in the Metro Vancouver Area in the Province of British Columbia, **AFFIRM THAT:**

1. I am the Chairman and Chief Executive Officer ("**CEO**") of BRON Media Holdings USA Inc., BRON Media Corp., and BRON Media Holdings Intl. Corp. (together with their direct and indirect subsidiaries, the "**BRON Group of Companies**"), a digital animation and live-action production company based and headquartered in British Columbia.

2. 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.

PART I - INTRODUCTION

3. This is my second affidavit made in these CCAA proceedings. All capitalized terms used but not defined in this affidavit are as defined in my first affidavit sworn July 18, 2023 (the "**First Gilbert Affidavit**"). A copy of the First Gilbert Affidavit, without exhibits, is attached hereto as **Exhibit** "**A**".

4. The table at paragraph 6 below sets forth each of the Petitioners in these proceedings, organized by jurisdiction of incorporation.

5. The debtors listed as "Canadian Petitioners" are referred to in this Affidavit as the "**Canadian Petitioners**". The debtors listed as "U.S. Petitioners" are referred to in this Affidavit as the "**U.S. Petitioners**". The Canadian Petitioners and the U.S. Petitioners are

collectively referred to herein as the "**Petitioners**", the "**Company**", or the "**BRON Group of Companies**".

6. The entities listed below as "UK Debtors" are referred to in this Affidavit as the "**UK Non-Petitioner Entities**". The entities listed below as "Other Non-Petitioner Entities" are not Petitioners in this proceeding and are referred to in this Affidavit, collectively with the UK Non-Petitioner Entities as the "**Non-Petitioner Entities**".

BRON GROUP OF COMPANIES	
Canadian Debtors	BRON Animation Inc. (British Columbia) BRON Creative Corp. (Ontario) BRON Developments Inc. (British Columbia) BRON Media Corp. (British Columbia) BRON Media Holdings Intl. Corp. (British Columbia) BRON Media Holdings USA Inc. (British Columbia) BRON Releasing Inc. (British Columbia) BRON Studios Inc. (British Columbia) BRON Ventures 1 (Canada) Corp (British Columbia) Canadian Production HoldCos & ProdCos[1]
U.S. Debtors	BRON Creative USA Corp. (Nevada) BRON Digital USA, LLC (Delaware) BRON Life USA Inc. (Delaware) BRON Media Holdings USA Corp. (Delaware) BRON Releasing USA Inc. (Delaware) BRON Studios USA Inc. (Nevada) BRON Ventures 1 LLC (Delaware) BRON Studios USA Developments Inc. (Nevada) US Production HoldCos & ProdCos[2]

[1] BRON Everest Productions Inc., Fables Productions BC Inc., Gossamer Productions BC Inc., Hench 2 BC Productions Inc., Henchmen Productions Inc., Robin Hood Digital PC BC Inc., Windor Productions BC Inc. (collectively, the "**Canadian Production HoldCos & ProdCos**").

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

	Welcome to Me, LLC (California)
UK Debtors	BRON Studios UK Ltd. (England and Wales) BRON Releasing UK Ltd. (England and Wales) CMA Productions UK Ltd. (England and Wales) In Good Company Holdings Ltd. (England and Wales) Kid Unknown Holdings Ltd (fka Hunaman Holdings Ltd.) (England and Wales) Neon Club Productions, Ltd. (England and Wales) Shadowplay Series Holdings UK Limited (England and Wales) TDBB Holdings UK Ltd. (England and Wales) Townsend Series Holdings UK Ltd. (England and Wales) Townsend Series Holdings UK Ltd. (England and Wales) Townsend Series Productions UK Ltd. (Grey Door Film Productions Ltd) (England and Wales)
Other Non Petitioner Entities	Front Runner Productions, Inc. BRON Creative MG1, LLC BRON Creative WB 1, LLC BRON Labs LLC A Single Shot Movie, LLLP Blackhand Developments Inc. Blackhand Pictures, LLC BRON Next Film Production, LLC (BRON Life, LLC) BRON Pictures Holdings, LLC BRON Subnation Slate 1, LLC Rideg Film Holdings, LLC Brown Amy, LLC Driftless Area, LLC Drunk Parents Production Services Inc. Erostratus LA, LLC Erostratus, LLC Fonzo Production Services Inc. Fonzo, LLC Front Runner, LLC Green Moon Inc. Harmon Films, LLC Harmon Monster Films, Inc. I Saw The Light Movie, LLC I Saw The Light, LLC Layover LLC Mad Solar Productions, LLC Master Cleanse, LLC Meadowland Movie, LLC Meadowland Production Services Inc. My Abandonment LLC My Abandonment Production Services Inc. Needle In A Timestack, LLC October Series Holdings, LLC

Holdings USA LLC (Delaware), Surrounded Productions USA Inc. (Delaware) (collectively, the "**US Production HoldCos & ProdCos**").

	Pangea Cup Holdings, LLC Pangea Cup Productions Inc. Para Productions, LLC Phil Productions, LLC Red Sea LLC Red Sea Productions Inc. Savant Developments Inc. Summerland Holdings, LLC The Good Nurse Films, LLC The Realm Productions USA LLC TMF Productions, LLC Tully Productions, LLC Tumbledown, LLC TWWMD Holdings, LLC TWWMD Productions, Inc. Villains Pictures, LLC Villains Production Services, Inc. Wonder Book Holdings USA, LLC BRON Charitable Foundation, Inc. Hercules BRON Creative Partnership

7. All references to currency in this Affidavit are references to U.S. dollars, unless otherwise indicated.

PART II - OVERVIEW

8. This Affidavit is made in support of an application for the following orders under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"):

(a) an amended and restated initial order (the "**ARIO**"), which amends and restates the initial order granted on July 19, 2023 (the "**Initial Order**"), and, among other things:

(i) extends the stay of proceedings in favour of the Petitioners and the Non-Petitioner Entities up to and including October 18, 2023;

(ii) increases the borrowing limit under the court-approved debtor-in-possession financing facility ("**DIP Loan**") provided under the DIP Term

Sheet dated July 19, 2023 (the "**DIP Term Sheet**") between the Company and Creative Wealth Media Lending LP 2016, as lender (the "**DIP Lender**"), together with a corresponding increase to the Court-ordered DIP Lender's Charge granted in favour of the DIP Lender to a maximum amount of $6,200,000 (from $1,751,409.00 currently);

(iii) approves a key employee retention plan (the "**KERP**"), authorizing the Petitioners to make payments in accordance with the terms of the KERP, and approving a corresponding charge in favour of the beneficiaries of the KERP to the maximum amount of $234,460 (the "**KERP Charge**");

(iv) approves an increase to the charge granted to secure the fees of counsel to the Petitioners, the Monitor and counsel to the Monitor (the "**Professionals Group**"), to an aggregate maximum of $500,000 (increased from $250,000) (the "**Administration Charge**");

(v) approves an increase to the charge granted in favour of the directors and officers of the Petitioners, up to a maximum amount of CAD$742,000 (from $250,000) (the "**Directors' Charge**", and together with the DIP Lender's Charge, the KERP Charge, and the Administration Charge, the "**Priority Charges**");

(vi) amends the order of priority ranking of the Priority Charges as reflected in paragraph 42 and 44 of the proposed ARIO;

(vii) seals the unredacted KERP Summary (as defined below) until the termination of these CCAA proceedings or further order of the Court; and

(viii) such further and other relief as the Petitioners may request and this Honourable Court may grant; and

(b) an order (the "**SISP Order**") approving a SISP in respect of all of the assets, undertaking and business of the Petitioners and the Non-Petitioner Entities.

PART III - BACKGROUND TO THESE PROCEEDINGS

9. The BRON Group of Companies is a private, closely-held corporate group that develops, produces and sells motion pictures, series television, and digital media content. It has a complex corporate structure with over 100 entities. This is due to the nature of the Company's global production business, and because the Company manages and operates each film or television production it undertakes through special-purpose entities.

10. The Company has suffered significant losses due to, among other things, the impacts of the Covid-19 pandemic and the ensuing slowdown in the theatrical film business, the slowdown in the film sales market, disruptions caused by the writers and actors strike in the United States, unsuccessful attempted financings, and significant outstanding litigation and judgments. As a result of the foregoing, the Company has been burdened with significant debt while being unable to generate material revenue to service and pay down its debt.

11. Given its liquidity challenges and dire need for stability, the Company, in consultation with its advisors, determined that it was in the best interests of the Company and its stakeholders to seek creditor protection under the CCAA.

12. On July 19, 2023 (the "**Filing Date**"), the Court granted the Initial Order pursuant to the CCAA. Pursuant to the Initial Order, this Court:

(a) declared that the Petitioners are companies to which the CCAA applies;

(b) granted a stay of proceedings (the "**Stay of Proceedings**") in favour of the Petitioners and the Non-Petitioner Entities up to and including July 29, 2023;

(c) appointed Grant Thornton Limited ("**GTL**") as monitor of the Petitioners (in such capacity, the "**Monitor**");

(d) approved the DIP Loan with a maximum borrowing limit of $1,751,409;

(e) granted the Administration Charge, the Directors' Charge, and the DIP Lender's Charge;

(f) authorized the Company to (i) pay certain pre-filing expenses to essential suppliers and vendors and (ii) wages owing to employees, each with the prior written consent of the DIP Lender and Monitor;

(g) authorized the Petitioners to continue to utilize their cash management system; and

(h) authorized BRON Media Corp., or any of the Petitioners, to act as the foreign representative (the "**Foreign Representative**") in respect of these CCAA proceedings, for the purpose of having these proceedings recognized in the United States pursuant to chapter

15 of title 11 of the United States Code, 11 U.S.C. § 101-1532 (the "**U.S. Bankruptcy Code**") and any other foreign legislation.

13. Attached hereto as **Exhibit "B"** is a copy of the Initial Order of the Honourable Justice Gomery, which the Petitioners seek to amend and restate on this application.

14. The Company initiated these CCAA proceedings after pursuing a number of financing and other strategic alternatives with no success. The purpose of these CCAA proceedings is to use the breathing room afforded by the CCAA to design and implement a comprehensive and robust sale process for the assets and business of the Company.

15. The Company has acted with good faith and with due diligence to further its restructuring plan during the initial 10-day Stay of Proceedings. Since the Filing Date, the Company has worked diligently with its advisors and the Monitor to, among other things:

(a) create and implement a communication plan to advise key stakeholders of the CCAA proceedings;

(b) assess outstanding litigation against Non-Petitioner Stay Entities, the current results of which are described below;

(c) communicate with employees, creditors, vendors, customers and other stakeholders

(d) develop the KERP in consultation with the Monitor and the DIP Lender;

(e) develop the SISP, in consultation with the Monitor and the DIP Lender;

(f) seek and obtain recognition of these CCAA proceedings in the United States under the U.S. Bankruptcy Code (the "**U.S. Recognition Proceedings**");

(g) participate in a daily update and reporting call with the Monitor; and

(h) establish protocols with the Monitor for reporting and monitoring purposes.

16. Attached as **Exhibit** "**C**" is a copy of the Order of Justice Paul Baisier of the United States Bankruptcy Court for the Northern District of Georgia (Atlanta Division) (the "**U.S. Court**") dated July 20, 2023, granting provisional relief and continuing the U.S. Recognition Proceedings. The motion in the U.S. Recognition Proceedings to recognize the ARIO (if granted) is scheduled to be heard by the U.S. Court on July 28, 2023, following the comeback hearing.

17. Additionally, attached as **Exhibit "D"** is a copy of the Notice of the U.S. Court setting a final hearing on recognition of the ARIO for August 14, 2023.

PART IV - LITIGATION UPDATE

18. As indicated in the First Gilbert Affidavit, the Company is currently party to various outstanding litigation in Canada, the United States and in other jurisdictions. The First Gilbert Affidavit outlined a number of proceedings which were ongoing as at the Filing Date, including, among others (collectively, the "**Outstanding Litigation**"):

(a) the receivership proceedings involving Access Road;

(b) claims commenced in the Ontario Superior Court of Justice;[3]

[3] The nature of these claims are described at paragraphs 147 to 149 of the First Gilbert Affidavit.

(c) litigation commenced by Hudson Private LP in the United States District Court for the Southern District of New York; and

(d) other litigation in the United Kingdom.

19. The Outstanding Litigation was stayed in respect of the Petitioners and Non-Petitioner Entities pursuant to the Initial Order.

20. During the initial 10-day Stay of Proceedings, in response to questions this Court asked on the Filing Date, the Company re-assessed the various Outstanding Litigation and determined that a number of Non-Petitioner Entities are defendants in the various proceedings, as particularized in **Exhibit** “**E**”.

PART V - RELIEF SOUGHT

A. SISP Approval

21. The Company seeks approval of the sale and investment solicitation process (the “**SISP**”) substantially in the form of the draft SISP attached as **Exhibit “F”**. Since the issuance of the Initial Order, I have received at least ten calls from interested parties looking to participate in the SISP. These parties will be included on the list of Known Potential Bidders, as defined in the SISP, and given notice of the SISP.

22. The following is a summary of the proposed terms contemplated in the SISP. All capitalized terms used in this section and not otherwise defined have the meanings ascribed to them in the SISP.

(a) The SISP will be administered by the Monitor, in consultation with the Petitioners and the DIP Lender and will commence immediately upon this Court's granting of the SISP Order. The Monitor will seek out asset purchase bids; debt, share or capital structure restructuring bids; or a hybrid of both.

(b) As soon as reasonably practical following the granting the SISP Order, the Monitor, in consultation with the Petitioners, and the DIP Lender, will:

(i) prepare a list of Known Potential Bidders who may have an interest in the Property or the Business;

(ii) deliver a Teaser Letter and Confidentiality Agreement to the Known Potential Bidders; and

(iii) advertise the SISP in certain publications acceptable to the Petitioners and the DIP Lender, including in the Globe and Mail (National Edition);

(c) By August 7, 2023, the Monitor will prepare a confidential information memorandum and a Data Room and make both available to Potential Bidders.

(d) The SISP will proceed in a two-phase process: Phase 1 of the SISP calls for non-binding letters of intent ("**LOI**"), to be submitted by August 28, 2023. The Petitioners, in consultation with the Monitor and the DIP Lender will review the LOIs. Any Potential Bidder that submits an LOI meeting the criteria set out in the SISP will be designated a Qualified Bidder. If no Qualified LOI is submitted, the Petitioners may, with the approval of the Monitor and the DIP Lender, terminate the SISP.

(e) Any Qualified Bidder may submit a Final Bid by September 8, 2023. Final Bids shall be reviewed by the Monitor, the Petitioners, and the DIP Lender (unless the DIP Lender is a Qualified Bidder). Any Final Bid shall be a Qualified Final Bid if it meets certain criteria set out in the SISP, including that the bid provides for the indefeasible payment in full of all amounts owing to the DIP Lender under the DIP Loan.

(f) The Monitor shall, in consultation with the Petitioners and the DIP Lender (unless the DIP Lender is a Qualified Bidder), review all Qualified Final Bids and, select the highest, best or otherwise most favourable Qualified Final Bid(s) as the Winning Bid. Subject to the prior written consent of the Monitor and the DIP Lender, the Petitioners may enter into a Final Agreement with the Person(s) submitting the Winning Bid(s) on or before September 15, 2023, or such later date as determined by the Monitor in consultation with the DIP Lender. The SISP shall terminate if: (i) no Qualified Final Bid is submitted; (ii) the Petitioners, with the consent of the Monitor and the DIP Lender, determine that none of the Qualified Final Bids should be accepted; or (iii) a Final Agreement between the Petitioners and the Successful Bidder is not entered into prior to September 15, 2023.

23. The DIP Lender has advised that it intends to submit a bid in the SISP. The DIP Term Sheet includes a number of terms that provide the DIP Lender with certain rights of involvement and/or control in the SISP. These include:

(a) the requirement that the SISP Order be in form and substance satisfactory to the DIP Lender in its sole discretion as a condition precedent to the Third DIP Advance (the advance to be made subsequent to this Court's issuance of the ARIO);

(b) the SISP Order remaining in force and effect is a condition precedent to each Subsequent DIP Draw; and

(c) a covenant from the Petitioners, subject to the terms of the Sales Process Order, to keep the DIP Lender apprised of material developments in the SISP on a timely basis, including by providing copies of all offers to the DIP Lender.

24. The Monitor has advised that it will take steps to limit the DIP Lender's involvement and access to information in the SISP if the DIP Lender submits an LOI or a bid. In particular, if the DIP Lender elects to submit an LOI or a Final Bid it shall not be entitled to receive copies of any LOIs or any Final Bids nor shall the DIP Lender have any right to be consulted in selecting the Winning Bid.

25. The SISP provides that the DIP Lender or any of the Petitioners' other secured creditors (each a "**Secured Party**") shall be entitled to submit a Final Bid in the form of a Credit Bid provided that the secured portion of a Credit Bid shall not exceed the aggregate value of the Secured Party's claim against the Petitioner(s), and that any Credit Bid include sufficient cash consideration to satisfy any priority payment required to be paid that ranks ahead of the Secured Party's claim.

26. I understand that the Monitor supports the SISP.

B. DIP Financing and DIP Lender's Charge

27. On July 19, 2023, the Company entered into the DIP Term Sheet with the DIP Lender. A copy of the Court-approved DIP Term Sheet is attached hereto as **Exhibit** "**G**". The Initial

Order approved the DIP Term Sheet, with a borrowing limit of up to $1,751,409 pending further Order of the Court.

28. The Company has committed substantially all of the court-authorized interim financing that has been made available to date in accordance with the Company's cash flow forecast.

29. The Company now seeks this Court's approval to increase the borrowing limit under the DIP Term Sheet to the full principal amount of the DIP Loan, being $6,200,000, and an accompanying increase to the DIP Lender's Charge. The Company will continue to require interim financing to fund its ordinary course operations and the costs of these CCAA proceedings during the proposed extension of the Stay of Proceedings.

30. Prior to the Filing Date, the Company was actively engaging potential lenders for the purpose of securing urgent interim financing. Discussions took place between the Company and a number of parties.

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

32. Prior to the Filing Date, the Company engaged with an entity affiliated with Access Road, LLC ("**Access Road**"), one of the Company's existing secured creditors, regarding the

terms of potential interim financing. As reported in the First Gilbert Affidavit, Access Road commenced receivership proceedings in respect of the Company due to amounts outstanding under a secured loan facility provided to the Company. A number of discussions took place over several weeks but a formal binding term sheet was not presented.

33. Ultimately, despite these efforts, the Company was unable to source alternative financing on more competitive terms, or indeed any other terms, other than the DIP Term Sheet. As noted in the First Gilbert Affidavit, while the DIP Lender had a right of first refusal in respect of any proposal received from a third party to provide interim financing, such right was never exercised as no other binding commitment to fund was received nor presented to the Company nor, in turn, DIP Lender.

34. The DIP Term Sheet was extensively negotiated with the DIP Lender. The DIP Loan provided pursuant to the DIP Term Sheet is the Company's only available source of funding.

35. Access to the additional interim financing available under the DIP Loan is necessary to fund the Company's ongoing working capital requirements and the costs of these CCAA proceedings, including those required to implement the SISP. The Company intends to utilize the funds from the DIP Loan in accordance with the cash flow forecast, a copy of which is appended to the Monitor's First Report (the "**Cash Flow Forecast**").

36. The DIP Term Sheet provides that the DIP Loan is conditional upon, among other things, court approval of an increase to the DIP Lender's Charge up to the maximum amount of $6,200,000, to secure advances made under the DIP Loan.

37. The DIP Loan ($6,200,000) represents approximately 1.5% of the Petitioners' total debt obligations, which are approximately $419,000,000.

C. Key Employee Retention Plan and Sealing Order

38. The Petitioners seek approval of a KERP and the granting of the KERP Charge as security for payments under the KERP.

39. Retaining employees who have existing expertise and institutional knowledge in the Company's business is critical to a successful restructuring. As a result, the Company, in consultation with the Monitor and the DIP Lender, have developed a KERP which is intended to facilitate the continued participation of 13 key employees of the Company (the "**KERP Participants**").

40. The KERP was developed in consultation with the Monitor in order to incentivize the KERP Participants to remain in their positions through these CCAA proceedings.

41. The KERP Participants have in-depth knowledge of the Company and its business, including its finance operations, supply relationships and other key functions. These employees have experience and institutional knowledge, or specialized expertise, that cannot be easily replicated or replaced without significant cost, if at all possible. Each of the KERP Participants is necessary to guide the business through the Company's CCAA proceedings, including preparing the Company for the SISP, and performing the required financial reporting to the Monitor and the DIP Lender.

42. The proposed KERP payments are calculated to reflect each individual's level of duties, responsibilities and contributions.

43. Employees have expressed concerns and uncertainty to me and others on the management team about their futures with the Company. They have expressed desires to find other jobs. In some cases, they have been approached by prospective employers. The KERP is designed to incentivize the KERP Participants to remain with the Company by offering a modest retention bonus that would be paid out at specified intervals. In certain cases, the KERP will be paid in three installments: (i) upon Court approval (including recognition of such approval in the U.S. Recognition Proceedings); (ii) on September 15, 2023; and (iii) upon termination of these CCAA proceedings. In other cases, the KERP will be paid in two installments: (i) at Court approval, and (ii) upon termination of these CCAA proceedings.

44. Assuming the Company is able to retain all of the KERP Participants, the total amount payable under the KERP will be approximately $234,000.

45. Attached as **Exhibit** “**H**” is a redacted list of the key employees subject to the KERP together with a brief description of such employees’ roles in the Company (the “**KERP Summary**”). The KERP Summary contains confidential personal information regarding the identity and compensation of the KERP Participants. The disclosure of this information may be used to solicit the KERP Participants, detrimental to the Company’s business operations and implementation of the SISP. Such information constitutes the KERP Participants’ confidential personal information and should not form part of the public record. The Company seeks a sealing order in respect of an Affidavit attaching the unredacted KERP Summary until further order of the Court.

46. The Petitioners seek the KERP Charge to secure amounts payable under the KERP. The KERP Charge is proposed to rank behind the Administration Charge, but in priority to the DIP Lender's Charge and the Directors' Charge. It is also proposed to rank behind Comerica Bank on Property subject to an Encumbrance (as defined in the ARIO) in favour of Comerica Bank.

47. The Monitor and the DIP Lender are supportive of the KERP, the granting of the KERP Charge and the sealing of the unredacted KERP Summary. The proposed KERP payments are reflected in the Cash Flow Forecast appended to the Monitor's First Report.

D. Increase to Administration Charge

48. The Petitioners seek approval of an increase to the Administration Charge to the maximum amount of $500,000 (from $250,000).

49. The proposed increase to the Administration Charge is intended to reflect the complexity of these CCAA proceedings and restructuring, The Petitioners have a complex, multi-jurisdictional corporate structure, and hundreds of millions of dollars in liabilities owing to multiple secured and unsecured creditors. Accordingly, the within restructuring is complex and requires the assistance of the Professionals Group.

50. The Professionals Group will have extensive involvement during these CCAA proceedings. The Professionals Group have contributed and will contribute to the Petitioners' restructuring effort, and, in particular, the SISP. There is no duplication of roles.

51. I understand that the Monitor supports the increased Administration Charge.

E. Increase to Directors' Charge

52. The Petitioners seek an increase in the Directors' Charge to the maximum amount of CAD $742,000 (from $250,000).

53. The proposed increase to the Directors' Charge reflects the estimated exposure for the Company's directors and officers for the proposed extension of the Stay of Proceedings and is equal to the approximate amount of the potential exposure of the directors for source deductions and employee wages for two payroll cycles.

54. The directors and officers of the Company may be subject to potential liabilities in connection with these CCAA proceedings and have expressed their desire for certainty with respect to potential personal liability if they continue in their current capacities.

55. The Company will require the active and committed involvement of its directors and officers in these CCAA proceedings. The proposed Directors' Charge will only secure liabilities that arise in excess of existing available directors' and officers' insurance.

56. The quantum of the Directors' Charge was determined in consultation with the Monitor and the Monitor is supportive of the increase to the quantum of the Directors' Charge.

F. Priority of Charges

57. The Initial Order provided that the Priority Charges (subject to the relative priorities amongst such charges) ranked in priority to secured creditors' security over the assets of the Petitioners, subject to an exception: paragraph 43 of the Initial Order provided that the Priority Charges shall not constitute an Encumbrance on any Property subject to an Encumbrance in favour of Comerica Bank. The Initial Order noted that this exception was

without prejudice to the ability of the Petitioners and the beneficiaries of the applicable Priority Charges to seek priority of the applicable Priority Charges ahead of or subordinate to additional Encumbrances on notice to those persons likely to be affected by such Priority Charge, including, without limitation, Comerica Bank.

58. The Company now seeks to elevate the Administration Charge in respect of Property subject to an Encumbrance in favour of Comerica Bank so that the Administration Charge ranks in priority to any Encumbrance in favour of Comerica Bank.

59. The beneficiaries of the Administration Charge are professionals whose assistance is required and is central to these proceedings, which proceedings are intended to derive the most value for stakeholders, including Comerica Bank. By providing such services, the beneficiaries of the Administration Charge are putting themselves at financial risk.

60. Fees of the Professionals Group are intended to be paid using funds advanced by the DIP Lender. The projected fees of the Professionals Group have been incorporated into the cash flows of the Petitioners over the current 13-week period. Recourse to the Administration Charge is intended to be a backstop in the event that the Petitioners are, for some reason, unable to pay the Professionals Group out of cash on hand.

61. Nonetheless, the Professionals Group has informed the Petitioners that they are only willing to provide services in these proceedings if their fees are properly secured, such as by first-ranking Administration Charge over all assets.

62. All other Priority Charges are proposed to rank subordinate to Comerica Bank’s security, as set out in paragraph 42 and 44 of the Amended and Restated Initial Order.

G. Stay Extension

63. The Petitioners seek an extension of the Stay of Proceedings until October 8, 2023. This date is the end of the current 13-week cash flow period. Further, that is the date by which it is expected that the SISP (if approved) will have run its course and one or more Winning Bidders will have been selected should the SISP generate such transactions.

64. The Petitioners anticipate seeking approval of one or more transactions at the next court attendance and any further extension of the Stay of Proceedings that may be required at that time. If the proposed increase to the DIP Loan is approved, the Petitioners expect to have sufficient cash to operate in the ordinary course throughout the proposed extension to the Stay of Proceedings.

65. The Petitioners have acted in good faith and with due diligence during these CCAA proceedings, including by taking steps to advance the within restructuring and preparing the SISP. Subject to this Court's approval of the relief sought on this application, including approval of the DIP Loan, DIP Lender's Charge and proposed SISP, there is a realistic prospect of a successful restructuring based on the level of interest I have received from interested parties to acquire or invest in the Company.

66. The Monitor supports the proposed extension of the Stay of Proceedings.

PART VI - FORM OF ORDER AND CONCLUSION

67. This affidavit is sworn in support of the Petitioners' application for the ARIO and the SISP Order, and for no other or improper purpose.

SWORN BEFORE ME via video-conference with the deponent in the City of Burnaby, in the Province of British Columbia, and the Commissioner in the City of Mississauga in the Province of Ontario this 25th day of July, 2023

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

AARON GILBERT

DocuSigned by:
Monica Faheim
A927328446B742A...

MONICA FAHEIM
A Commissioner for taking Affidavits

This is Exhibit "A" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on July 25, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

This is the 1st affidavit
of Aaron Gilbert in this case
and it was made on July 18, 2023.

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

AFFIDAVIT OF AARON GILBERT
(Sworn July 18, 2023)

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AFFIDAVIT OF AARON GILBERT
(Sworn July 18, 2023)

I, AARON GILBERT of the Town of Anmore in the Metro Vancouver Area in the Province of British Columbia, **AFFIRM THAT:**

PART I - INTRODUCTION

1. I am the Chairman and Chief Executive Officer ("**CEO**") of the BRON Group of Companies (as defined below). The BRON Group of Companies is a digital animation and gaming, and live-action production company based and headquartered in British Columbia.

2. I have over 13 years of experience as a producer, executive producer and financier of live-action and animated motion pictures and series television. I co-founded the BRON Group of Companies in 2010 with my wife, Brenda Gilbert. I am a member of the Academy of Motion Pictures Arts & Sciences, the Academy of Television Arts & Sciences, and the Producers Guild of America. I began my career in the music industry, then founded and operated a company in the content licensing space, prior to co-founding the BRON Group of Companies. I have served as producer and executive producer on more than 125 productions, many of which have achieved critical acclaim and commercial success.

3. 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. The table at paragraph 7 below sets forth each of the Petitioners in these proceedings, organized by jurisdiction of incorporation.

PART II - INTERPRETATION

4. The debtors listed below as "Canadian Petitioners" are referred to in this Affidavit as the "**Canadian Petitioners**".

5. The debtors listed below as "U.S. Petitioners" are referred to in this Affidavit as the "**U.S. Petitioners**".

6. The debtors listed below as "UK Debtors" are referred to in this Affidavit as the "**UK Non-Petitioner Entities**". The entities listed below as "Other Non-Petitioner Entities" are not Petitioners in this proceeding and are referred to in this Affidavit, collectively with the UK Non-Petitioner Entities as the "**Non-Petitioner Entities**".

7. The Canadian Petitioners and the U.S. Petitioners are collectively referred to herein as the "**Petitioners**", the "**Company**", or the "**BRON Group of Companies**".

BRON GROUP OF COMPANIES	
Canadian Debtors	BRON Animation Inc. (British Columbia) BRON Creative Corp. (Ontario) BRON Developments Inc. (British Columbia) BRON Media Corp. (British Columbia) BRON Media Holdings Intl. Corp. (British Columbia) BRON Media Holdings USA Inc. (British Columbia) BRON Releasing Inc. (British Columbia) BRON Studios Inc. (British Columbia) BRON Ventures 1 (Canada) Corp (British Columbia) Canadian Production HoldCos & ProdCos[1]
U.S. Debtors	BRON Creative USA Corp. (Nevada) BRON Digital USA, LLC (Delaware) BRON Life USA Inc. (Delaware) BRON Media Holdings USA Corp. (Delaware)

1 BRON Everest Productions Inc., Fables Productions BC Inc., Gossamer Productions BC Inc., Hench 2 BC Productions Inc., Henchmen Productions Inc., Robin Hood Digital PC BC Inc., Windor Productions BC Inc. (collectively, the "**Canadian Production HoldCos & ProdCos**").

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	BRON Releasing USA Inc. (Delaware) BRON Studios USA Inc. (Nevada) BRON Ventures 1 LLC (Delaware) BRON Studios USA Developments Inc. (Nevada) US Production HoldCos & ProdCos[2] Welcome to Me, LLC (California)
UK Debtors	BRON Studios UK Ltd. (England and Wales) BRON Releasing UK Ltd. (England and Wales) CMA Productions UK Ltd. (England and Wales) In Good Company Holdings Ltd. (England and Wales) Kid Unknown Holdings Ltd (fka Hunaman Holdings Ltd.) (England and Wales) Neon Club Productions, Ltd. (England and Wales) Shadowplay Series Holdings UK Limited (England and Wales) TDBB Holdings UK Ltd. (England and Wales) Townsend Series Holdings UK Ltd. (England and Wales) Townsend Series Holdings UK Ltd. (England and Wales) Townsend Series Productions UK Ltd. (Grey Door Film Productions Ltd) (England and Wales)
Other Non Petitioner Entities	Front Runner Productions, Inc. BRON Creative MG1, LLC BRON Creative WB 1, LLC BRON Labs LLC A Single Shot Movie, LLLP Blackhand Developments Inc. Blackhand Pictures, LLC BRON Next Film Production, LLC (BRON Life, LLC) BRON Pictures Holdings, LLC BRON Subnation Slate 1, LLC Rideg Film Holdings, LLC Brown Amy, LLC Driftless Area, LLC Drunk Parents Production Services Inc. Erostratus LA, LLC Erostratus, LLC Fonzo Production Services Inc. Fonzo, LLC Front Runner, LLC Green Moon Inc.

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

	Harmon Films, LLC Harmon Monster Films, Inc. I Saw The Light Movie, LLC I Saw The Light, LLC Layover LLC Mad Solar Productions, LLC Master Cleanse, LLC Meadowland Movie, LLC Meadowland Production Services Inc. My Abandonment LLC My Abandonment Production Services Inc. Needle In A Timestack, LLC October Series Holdings, LLC Pangea Cup Holdings, LLC Pangea Cup Productions Inc. Para Productions, LLC Phil Productions, LLC Red Sea LLC Red Sea Productions Inc. Savant Developments Inc. Summerland Holdings, LLC The Good Nurse Films, LLC The Realm Productions USA LLC TMF Productions, LLC Tully Productions, LLC Tumbledown, LLC TWWMD Holdings, LLC TWWMD Productions, Inc. Villains Pictures, LLC Villains Production Services, Inc. Wonder Book Holdings USA, LLC BRON Charitable Foundation, Inc. Hercules BRON Creative Partnership

8. All references to currency in this Affidavit are references to U.S. dollars, unless otherwise indicated.

PART III - OVERVIEW

9. I swear this Affidavit in support of an application for an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the

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"**CCAA**") substantially in the form attached as Schedule "B" to the petition to be filed with this Court concurrently with my Affidavit, among other things:

(a) declaring that the Petitioners are parties to which the CCAA applies;

(b) appointing Grant Thornton Limited ("**GTL**") as an officer of the Court to monitor the assets, business and affairs of the Petitioners (in such capacity, the "**Monitor**");

(c) granting a stay of proceedings (the "**Stay of Proceedings**") in respect of the Petitioners, the Monitor, the Petitioners' directors and officers, the Company's business and the Property (as defined below) for an initial period of 10 days, up to and including July 29, 2023;

(d) extending the Stay of Proceedings in respect of the UK Non-Petitioner Entities and the Other Non-Petitioner Entities;

(e) authorizing BRON Media Corp. or any other Petitioner to act as the foreign representative (the "**Foreign Representative**") in respect of these CCAA proceedings, for the purpose of having these CCAA proceedings recognized in the United States pursuant to chapter 15 of title 11 of the United States Code, 11 U.S.C. § 101-1532 (the "**US Bankruptcy Code**") and any other foreign legislation, as may be necessary or advisable;

(f) authorizing the Petitioners to continue utilizing their cash management system (the "**Cash Management System**");

(g) approving a debtor-in-possession financing facility ("**DIP Loan**") made pursuant to an agreement dated July 18, 2023 (the "**DIP Term Sheet**") between the Petitioners, as borrowers, and Creative Wealth Media Lending LP 2016, as lender (the "**DIP Lender**");

(h) granting the following charges over the Petitioners' respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceedings thereof (the "**Property**"), listed in order of proposed priority:

(i) first, a charge in favour of counsel to the Petitioners, the Monitor and counsel to the Monitor (the "**Professional Group**"), to an aggregate maximum amount of $250,000 (the "**Administration Charge**");

(ii) second, a charge in favour of the DIP Lender up to a maximum amount of $1, 1,751,409 (the "**DIP Lender's Charge**");

(iii) third, a charge in favour of the directors and officers of the Petitioners, up to a maximum amount of $250,000 (the "**Directors' Charge**"); and

(i) authorizing the Petitioners to (i) pay certain pre-filing expenses to essential suppliers and vendors and (ii) wages owing to employees, each with the prior written consent of the DIP Lender and Monitor.

10. The proposed Initial Order and the relief contemplated therein is urgently required to provide the Petitioners with the breathing space and liquidity necessary to stabilize the Company's business, preserve value, and avoid the devastating consequences of multiple

bankruptcy proceedings across several jurisdictions and potentially numerous uncoordinated enforcement steps.

11. If the proposed Initial Order is granted, the Petitioners have hearings scheduled on July 27 and 28, 2023 (the "**Comeback Hearing**") to seek an order (the "**Amended and Restated Initial Order**") that would, among other things:

(a) extend the Stay of Proceedings;

(b) increase the Administration Charge up to the maximum amount of $500,000;

(c) increase the DIP Lender's Charge up to the maximum principal amount of $6,200,000;

(d) increase the Directors' Charge up to the maximum amount of $724,000; and

(e) subject to ongoing discussions with the DIP Lender and the Monitor, approve a key employee retention plan (the "**KERP**") and grant a charge against the Property to secure the KERP.

12. If the proposed Initial Order is granted, the Petitioners also intend to return to Court to seek an order, among other things, approving a sale and investment solicitation process (a "**SISP**") in respect or some of all of their assets.

13. For the reasons set out in this Affidavit, I do verily believe that the relief sought under the proposed Initial Order is in the best interests of the Petitioners and their stakeholders, and that the Petitioners are insolvent companies to which the CCAA applies.

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PART IV - CORPORATE STRUCTURE

14. Attached as **Exhibit "A"** hereto is a copy of the Company's organizational chart, setting out the corporate structure of the BRON Group of Companies.[3]

15. The Company is a private, closely-held corporate group. Three British Columbia corporations, BRON Media Holdings USA Inc., BRON Media Corp. and BRON Media Holdings Intl. Corp (together, the "**BRON Parents**") are the ultimate parent corporations of the BRON Group of Companies. The Company's executive management team is situated in British Columbia. As will be described below, the Company has subsidiaries and productions in jurisdictions outside of Canada, including in the United States, the United Kingdom, Ireland, and New Zealand.

16. The Company's corporate structure is complex. It includes over 100 entities. The corporate structure is a function of the Company's global production business, and the Company's management and operation of each film or television production undertaken through special-purpose entities, as further detailed below.

17. The sections below describe the entities within the BRON Group of Companies corporate structure, grouped by their jurisdiction and function within it.

[3] The corporate chart was prepared in March of 2022. As such, to the extent of any discrepancies between the ownership descriptions contained in the corporate chart and the text of this Affidavit, the text of this Affidavit prevails. The corporate chart attached as an exhibit hereto is provided to give the Court a visual representation of the overall complexity and breadth of the BRON Group of Companies.

A. Canadian Petitioners

18. The BRON Parents are the ultimate parent companies, and collectively, directly or indirectly own 100% of the entities which comprise the BRON Group of Companies, other than certain exceptions where the Company has partnered with a third party.[4]

19. Executive decision-making for the BRON Group of Companies, including operational, strategic, and legal decisions, cash management, human resources, and oversight of local payroll and accounting functions occur in Burnaby, British Columbia.

20. Each of the BRON Parents is incorporated under the British Columbia *Business Corporations Act* SBC 2002, c 57, as amended (the "**BCBCA**"). I am a director and officer of each of the BRON Parents.

a. *BRON Media Corp.*

21. BRON Media Corp. was incorporated under the BCBCA on August 6, to manage the Company's Canadian operations. Its registered office is located at 1700-Park Place, 666 Burrard Street, Vancouver, British Columbia (the "**Vancouver Head Office**"). BRON Media Corp. is the Company's primary operating parent company. It employs all six members of the Company's executive management team, each of whom is based out of Burnaby, British Columbia.

[4] There are two entities shown in the Company's corporate chart which are 50% owned by third parties. They are BRON Creative Corp. and BRON Creative USA Corp. In addition, BRON Ventures 1 LLC, BRON Ventures 1 (Canada Corp), and BRON Animation Inc. have small minority shareholders.

b. ***BRON Media Holdings USA Inc.***

22. BRON Media Holdings USA Inc. was incorporated under the BCBCA on September 30, 2016 to manage the Company's operations in the United States. Its registered head office is the Vancouver Head Office.

c. ***BRON Media Holdings Intl. Corp.***

23. BRON Media Holdings Intl. Corp. was incorporated under the BCBCA on April 25, 2018 to manage the Company's operations outside of North America. Its registered head office is the Vancouver Head Office. It directly or indirectly owns 100% of the Company's UK enterprise.

24. Attached as **Exhibit "B"** is a copy of the BC Company Summary for each of the BRON Parents.

d. ***Other Canadian Petitioners***

25. Aside from the BRON Parents, there are 13 Canadian Petitioners.

26. Attached as **Exhibit "C"** is a copy of the BC Company Summary (or Ontario Corporate Profile report, as applicable) for each of the Canadian Petitioners other than the BRON Parents.

27. The Canadian Petitioners are comprised of various operating entities and holding companies, each of which are described briefly below:

(i) BRON Studios Inc.: This British Columbia entity owns and operates the Company's Canadian live-action productions. This entity employs twentyone (21) individuals, eight (8) of which are currently on a temporary leave. BRON Studios Inc. owns 100% of BRON Studios USA Inc., which in turn owns a substantial portion of the Company's U.S. enterprise.

(ii) BRON Animation Inc.: This British Columbia entity owns and operates the Company's animated productions and certain digital productions based in the United States. It currently employs twenty-three (23) individuals, fifteen (15) of whom are currently on temporary leave. It directly or indirectly owns 100% of the Company's enterprise in New Zealand.

(iii) BRON Ventures 1 (Canada) Corp.: This British Columbia entity is a holding company of which BRON Media Corp. owns a majority interest. The remaining minority interest is owned by a third party, SAKK Adventures Inc. BRON Ventures 1 (Canada) Corp. owns a minority interest in Epic Story Media Inc., which is a full-service entertainment and products franchise company focused on children's entertainment and game development. The majority of Epic Story Media Inc. is owned by a third party, Epic Story Investments Inc.

(iv) BRON Releasing Inc.: This British Columbia entity controls the sales rights for many of the Company's Canadian productions. It is the contracting counterparty for the Company's agreements with production companies for the purpose of Canadian sales and distributions.

(v) BRON Creative Corp.: This entity is an Ontario corporation, with its registered head office located at 333 Bay Street, Suite 3400, Toronto, Ontario. BRON Creative Corp. is 50% owned by each of BRON Studios Inc. and Creative Wealth Media Finance Corp. It was incorporated for the purpose of a joint venture with Creative Wealth Media Finance Corp. and was used to executive produce a Hollywood studio project with funding from Creative Wealth Media Finance Corp. in 2016/2017. It has been inactive since that time.

(vi) <u>Canadian Production HoldCos & ProdCos</u>: These entities were established by the Company to manage specific projects, as described in further detail below.

B. U.S. Petitioners

28. The U.S. Petitioners are all directly or indirectly wholly owned subsidiaries of the Canadian BRON Parent, BRON Media Holdings USA Inc., with the exception of BRON Studios USA, Inc. Below is a description of the entities that constitute the U.S. Petitioners. All of the U.S. Petitioners have assets in Canada by way of retainers held by Canadian counsel. The U.S. Petitioners are indebted to the BRON Parents pursuant to a promissory note in connection with the funding of the retainers.

29. Attached hereto as **Exhibit "D"** is a copy of the corporate search for each of the U.S. Petitioners in the applicable jurisdiction.

a. *BRON Media Holdings USA Corp.*

30. BRON Media Holdings USA Corp. is a Delaware holding corporation. It is a wholly owned subsidiary of the Canadian BRON Parent, BRON Media Holdings USA Inc. It was

incorporated on March 28, 2018. Its registered head office is located at 251 Little Falls Drive, Wilmington, Delaware, USA (the "**Delaware Office**").

31. BRON Media Holdings USA Corp., together with BRON Studios USA Inc., directly or indirectly own or control the other U.S. Petitioners.[5]

b. ***BRON Digital USA, LLC***

32. BRON Digital USA LLC is a limited liability company formed on April 17, 2020 under the laws of the State of Delaware. Its registered head office is the Delaware Office. This entity operates the digital production segment of the Company's business and owns the Company's U.S. subsidiaries responsible for digital productions.[6] Currently, the Company has the animated series *Fables the Bear*, the animated films *Gossamer* and *Hoods*, and related ancillary products including game worlds on Fortnite, such as *Gossamer: Secrets of the Heap*, all of which were in production up until June, 2023. This entity employs fourteen (14) individuals, twelve (12) of which are currently on leave.

c. ***BRON Ventures 1 LLC***

33. BRON Ventures 1 LLC is a limited liability company formed on March 28, 2018 under the laws of the State of Delaware. BRON Media Holdings USA Corp. owns 97% of this entity. The remaining 3% is owned by a third party, SAKK Adventures Inc.

[5] In the case of US Petitioner, BRON Creative USA Corp., BRON Studios Inc. USA Inc. owns 50% of BRON Creative USA Corp. The other 50% of BRON Creative USA Corp. is owned by BLAC Corp., an entity affiliated with Creative Wealth Media Lending Inc. and Creative Wealth Media Finance Corp.

[6] Fables Holdings USA, LLC, Gossamer Holdings USA, LLC, Robin Hood Digital USA, LLC and Wonder Book Holdings USA, LLC.

34. BRON Ventures 1 LLC is a holding company that owns interests in a certain of the Company's equity investments. Below is a description of BRON Ventures 1 LLC's equity investments:

(a) Media Res: Media Res is a television studio and motion picture production company that develops, produces and finances premium content for global markets in partnership with world-class creative artists, networks and streaming services. BRON Ventures 1 LLC has a minority interest in this company.

(b) EMJAG Productions: EMJAG Productions is a motion picture production studio. Its most recent production credits include Academy Award and Golden Globe nominated movies *Tar* (2022) and *Black Bird* (2022). EMJAG Productions has production credits for other acclaimed motion pictures and television shows, including AMC's *The Terror: Infamy and The Terror*, *The Wolf of Wall Street,* and *The Red Sea Diving Resort*. BRON Ventures 1 LLC has a minority interest in this company.

(c) PictureStart, LLC: PictureStart, LLC is a movie producer with a slate of upcoming films with Hollywood "A-list" actors and actresses. BRON Ventures 1 LLC has a minority interest in this company.

(d) VideoShops (formerly Now/With): Videoshops is an e-commerce platform start-up venture where creators (celebrities, influencers and tastemakers) will be able to curate stores with their preferred items and share shoppable video content across social media platforms. The platform is still under development. BRON Ventures 1 LLC has a minority interest in this company.

d. *BRON Studios USA Inc.*

35. BRON Studios USA Inc. is one of the primary operating entities responsible for a substantial portion of the Company's operations in the United States. It was incorporated on December 6, 2011 pursuant to the laws of the state of Nevada.

36. BRON Studios USA Inc. is the tenant under the Company's office lease in the United States (as further detailed below) and it employs twelve (12) individuals in the State of California, five (5) of whom are on temporary leave. BRON Studios USA Inc. owes the majority of the Petitioners' trade debt in the United States.

37. More than 40 productions have been produced by BRON Studios USA Inc., including acclaimed films *Bombshell*, *Those Who Wish Me Dead*, *Survivor*, *Tully*, *Pieces of a Woman*, *The Birth of a Nation*, and others. The Company is currently completing post-production and sales agreements, and starting delivery on the films *Solitary*, *Monkey Man*, and *Americana*. It is also completing delivery of Season 2 of the television series in the UK, *Kin*.

38. BRON Studios USA Inc. has interests in other production companies and ventures, including the following:

(a) Mad Solar Productions LLC: Mad Solar Productions LLC is a management and production company. The production arm has interests in film, scripted and unscripted television, animation productions, short films, comics and podcasts. BRON Studios USA Inc. has a minority interest in Mad Solar Productions LLC.

(b) Blackhand Pictures, LLC: Blackhand Pictures, LLC is a production company focused on scripted and non-scripted film and television led by the prolific Hollywood director and producer, Anthony Mandler. Blackhand Pictures, LLC has produced hit movies such as *Surrounded* and *Monster*. Blackhand Pictures, LLC has multiple shows in development, including *Anatomy of a Fighter,* a docuseries following the world's top mixed martial arts fighters. BRON Studios USA Inc. has a 50% interest in Blackhand Pictures, LLC.

(c) Little Lamb Productions, Inc.: Little Lamb Productions, Inc. is a production company that produced the Golden Globe and Emmy winning HBO series, *Euphoria*, as well as *The Idol*, which is a co-production with BRON Studios USA Inc. BRON Studios USA Inc. has a minority interest in Little Lamb Productions, Inc.

(d) Subnation Media, Inc.: Subnation Media, Inc. is a gaming and web3 venture studio focused on creating original intellectual property ("**IP**"), immersive experiences and branded content for the "metaverse". Subnation Media Inc. also collaborates with entrepreneurs to develop and build media platforms, e-sports brands and unique retail experiences for high-profile clients. BRON Studios USA has a minority interest in this company.

e. *BRON Life USA Inc.*

39. BRON Life USA Inc. is a holding company incorporated pursuant to the laws of the State of Delaware. It owns the U.S. Petitioners that are responsible for producing the Company's non-scripted projects in the United States, including the Reggie Jackson story "*Reggie*",

the Al Sharpton documentary "*Loudmouth*", the Nicki Minaj docuseries "*Nicki*" and others. This entity currently has several projects that are in production or in the sales process.

f. *BRON Creative USA Corp*

40. BRON Creative USA Corp. was incorporated for the purpose of a joint venture to executive produce Hollywood studio film projects and a select number of independent films. BRON Creative USA Corp. was involved with many projects with Warner Bros., MGM, Sony, and others, including hit films such as *Joker*, *Licorice Pizza*, *13 Lives*, *House of Gucci*, *The Green Knight*, and others.

41. BRON Creative USA Corp. is 50% owned by BRON Studios USA Inc. and 50% owned by a third party, BLAC Corp., which is an affiliated with Creative Wealth Media Lending Inc. and Creative Wealth Media Finance Corp.

42. BRON Creative USA Corp. is a defendant in multiple lawsuits, as described further below.

g. *BRON Releasing USA Inc.*

43. BRON Releasing USA Inc. was incorporated on August 16, 2018 under the laws of the State of Delaware. This entity controls the sales rights for many of the Company's U.S. productions. It enters into agreements with rights owners to handle the U.S. sales and distribution of those productions.

h. *Other U.S. Petitioners*

44. The Company's corporate structure includes many U.S. entities that were established for specific projects, the majority of which are largely inactive. These entities have no

employees and typically have future revenue from exploitation of their production(s) and in many cases have outstanding production loans to be repaid.

C. UK Debtors

45. The UK Debtors are Non-Petitioner Entities in this proceeding. The UK Debtors are incorporated pursuant to the laws of the United Kingdom, and they are each directly or indirectly owned by the Canadian BRON Parent, BRON Media Holdings Intl. Corp.

46. The UK Debtors have certain ongoing assets including the current ongoing delivery of Season 2 of the television series *Kin*. The UK Debtors each have assets in Canada by way of retainers held by Canadian counsel.

D. Non-Petitioner Entities

47. As set out in the table at paragraph 7 above, the UK Non-Petitioner Entities and the Other Non-Petitioner Entities are entities in the Company's corporate structure which own or manage various production projects and whose operations are intertwined with the Company's complex business structure, including cash management, operational decision-making, and intercompany obligations. These entities are not Petitioners in this proceedings. The Company is currently assessing, in consultation with the proposed DIP Lender, whether the Company will seek to add any of the Non-Petitioner Entities as Petitioners in these proceedings. If it is determined that any Non-Petitioner Entities, including in the UK, are to become Petitioners in this proceeding, the Company will seek this relief at the comeback hearing or shortly thereafter.

E. Chief Place of Business and Centre of Main Interests

48. All of the members of the Company's executive management team are located in Canada, including myself, being the Chief Executive Officer, as well as the Chief Corporate Officer, the Chief Financial Office, and the Chief Operating Officer.

49. The Company's headquarters are located in Canada. All of the Company's parent entities (being the BRON Parents) are Canadian entities incorporated in British Columbia. Moreover, the Company is centrally managed from British Columbia – the centre of the Company's corporate, management and strategic functions. The Company's primary bank accounts are located in Canada, where the Company's cash management and accounting functions are overseen.

50. The Company's largest creditors – Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, and Creative Wealth Media Lending Inc. – are based in Canada.

PART V - THE BUSINESS OF THE PETITIONERS

a. *Background on the Business*

51. The BRON Group of Companies develop, produce and sell motion pictures, series television, and digital media content, which includes animation and interactive gaming.

52. The Company began in 2010 in Burnaby, British Columbia as a producer of small, independent live action and animation films. I co-founded the Company with my wife, Brenda Gilbert. Over the first five years, the Company began developing and producing many independent films and worked quickly to build content partnerships and distribution relationships with top U.S. producers, agencies and distributors.

53. By 2016, the Company opened an office in Los Angeles, California and had become a full-service film production company. The Company hired teams for various functions including development, business affairs, production, post-production, marketing and delivery of films. By that time it had become a well-established and recognized producer in the entertainment industry.

54. During this time, in parallel with its film production business, the Company began executive producing film slates with Hollywood studios. This involved contracting with some of Hollywood's major studios to help in packaging[7] their motion pictures. In doing so, the Company would earn fees for the services it provided.

55. Over the years, the Company earned its reputation as a high quality content producer. The Company has worked with and/or licensed content to most of the top film and television outlets in North America, including Apple, Netflix, Amazon, A24, Neon, Universal, MGM, Sony, and Warner Bros.

56. In and around 2018, the Company launched a sales group and began selling third-party films in the global marketplace. The Company also launched a "venture" division, which invested in start-up production entities that could benefit from the Company's full-service studio capabilities. As described above, the Company's investments included the following production companies: Media Res (the studio behind *The Morning Show*, *Pachinko*, *Scenes From a Marriage*), Picturestart (the studio behind *Cha Cha Real Smooth*, *Unpregnant*),

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[7] In this context, "packaging" is a term of art and refers to the assembly and arrangement of most aspects of film production, including casting, talent management, and managing production and financial arrangements.

Emjag Productions (the studio behind *Terror*, *Blackbird*, *Tar*, *The Crowded Room*) and others.

57. During this time, the Company also launched a non-scripted division. Non-scripted production includes documentary films and television docuseries. One production in this division was *Nicki, a Docuseries*, which is based on the life of music artist, Nicki Minaj. The Company also produced the docuseries, *Playground*, which features Megan Thee Stallion; a docuseries about the National Basketball Association's "G-League"; and *The Pathway*, a feature documentary about Hall of Fame baseball player, Reggie Jackson, and civil rights leader and broadcaster, Reverend Al Sharpton, among others.

58. To date, the Company has produced or executive produced more than 125 productions. The BRON Group of Companies have received hundreds of honours, including 38 Academy Award nominations and 6 Academy Awards. Through its successful and culture-shifting productions, the Company established itself as a reputable producer, trusted by many established, elite players in the entertainment industry.

b. ***BRON Studios and BRON Digital***

59. The Company is currently divided into two primary operating divisions: BRON Studios and BRON Digital.

60. "**BRON Studios**" is the brand name for the production segment of the Company's business responsible for producing scripted and non-scripted motion pictures and series television. As indicated, BRON Studios has produced or executive produced over 125 productions and has gained industry-wide acclaim.

61. "**BRON Digital**" is the brand name for the production segment of the Company's business responsible for creating animation and interactive gaming content. BRON Digital has built a proprietary pipeline using Epic Games' "Unreal Engine", which enables animators across the world to work together to produce digital content and IP, such as the characters in animated films. BRON Digital leverages this IP to create ancillary lines of business, such as Fortnite game worlds, web3 games, digital collectibles, merchandising and licensing, music, and publishing.

c. ***Film Production Process***

62. Historically, the production of films constituted the majority of the Company's business operations. The filmmaking process is complex. It is completed in stages that vary in length depending on the type of production. This section summarizes the critical stages of the film production process, including the Company's ordinary course business activities undertaken for each film it has produced.

Stage 1: Development and Project Financing

63. At the development stage of a film, the Company works with writers and/or directors to develop story ideas or concepts. This includes developing draft scripts, logistics, financial forecasting, project timelines, hiring key production crew, working with the creative team, and casting for key roles. The Company typically self-funds this stage of the film-making process.

64. At this stage, the Company generally establishes a holding company ("**HoldCo**") and a production company ("**ProdCo**") for the purpose of the production. Ordinarily, the HoldCo owns the IP and enters into production loans and distribution agreements for the

exploitation of the applicable project. The ProdCo is customarily formed in the jurisdiction where production will occur primarily for tax purposes. In certain cases, post-production occurs in a jurisdiction that is different from where production occurs. In those cases, the Company may form another ProdCo in the post-production jurisdiction.

65. This process explains the complex corporate structure of the Company, which includes many single-purpose entities across the world.

66. At this stage in the process, the Company typically prepares a package that includes critical project information to provide to potential third-party film financiers. This package includes the detailed creative and physical elements of the project, the production schedule, budget forecasts and a projection of project value, among other things.

67. The financing structures for the Company's projects take on a variety of forms. For example, where the Company is the producer of a film, it may have a co-financing arrangement with a third party that provides for the sharing of costs, ownership, and profits. In some cases, the Company has pre-sold a film production, which means that a distributor has entered into a distribution agreement with the Company at the development or pre-production stage to purchase the rights to sell the completed production in one or more specified jurisdictions. The Company may then leverage the distribution agreement to obtain production financing from a financial institution.

68. Any financing obtained in the pre-production process is deposited into a production-specific bank account and used to fund the production and post-production of that specific film. That bank account is overseen and managed by executive management located in Canada.

Stage 2: Pre-Production

69. At the pre-production stage of a film, the Company finalizes various aspects of a film. This includes approving the talent, shooting location, and script, hiring a director, and finalizing contracts related to music and other necessary aspects of the production. The pre-production stage is a collaborative process that involves a multi-disciplinary group of professionals. It typically ranges between 6 to 10 weeks in length.

Stage 3: Production

70. At this stage, the film is produced and shooting takes place. Production and filming adhere to approved timelines and budgets.

Stage 4: Post-Production

71. In the post-production stage, among other things, the Company engages an editor to edit the film and a composer to compose the film's score. This stage includes completion of all visual and sound aspects of the production to develop a final product. At this stage, the Company also prepares the marketing elements of the film, which typically includes the preparation of a trailer and other materials for a marketing campaign.

Stage 5: Distribution

72. At the distribution stage, the film is typically sold or licensed to a distributor (unless it has been pre-sold earlier in the process). A distributor may purchase the rights to screen a movie and implement a marketing campaign. In certain cases, the Company has worked with a distribution partner or sales agent. But in other cases, the Company has prepared

films for sale through other avenues such as major international film festivals such as the Toronto Film Festival and Sundance Film Festival.

d. *Revenue Streams*

73. The Company typically generates revenue over the entire film-making process through various revenue streams.

74. With respect to BRON Studios, the Company has generated revenue directly from the film production process (*i.e.* a producer fee for the services it provides in the development and packaging of the film, including hiring the talent, directors, arranging financing, and overseeing film production, as described above). In addition, the Company has earned revenue through overhead (*e.g.* fees for use of office space and necessary IT and other equipment), film sales, and profit-sharing arrangements through ownership rights once a film is sold.

75. As an executive producer, the Company has also historically earned revenue for the services it provides to a producer, which range from introductions to key suppliers and advisory services in all aspects of production and distribution.

76. With respect to BRON Digital, the Company earns producer fees in connection with service work undertaken in the production process of animation projects. In addition, the Company also retains ancillary rights in its projects. Ancillary rights give a production company the right to create other forms of media based on the work, such as video games, comic books, and merchandise.

e. ***Shifting Focus to BRON Digital***

77. Due to the challenges arising from the Covid-19 pandemic and its impact on BRON Studios, as further detailed below, the Company made the strategic decision to focus its resources on the BRON Digital division of the business.

78. BRON Digital was launched as an initiative in 2020 and has been supported by Epic Games' Unreal Engine. This software enables game developers and creators to create real-time 3D content and experiences. The Company has used this tool to participate in the interactive gaming business. In 2023, BRON Digital launched its first game, called "*Gossamer: Secrets From The Heap*", using the Unreal Editor for Fortnite, a tool that enables creators to publish interactive experiences in Fortnite.

f. ***Leased Premises***

79. The Company does not own any real property. It operates out of two (2) leased premises:

(a) 5542 Short St., Burnaby, British Columbia, V5J 1L9, Canada (the "**Burnaby Office**"); and

(b) 345 N Maple Dr #294, Beverly Hills, CA 90210, United States (the "**Beverly Hills Office**").

80. The Burnaby Office is leased pursuant to an agreement dated December 18, 2012, as amended (the "**Burnaby Lease**") between BRON Studios Inc., as tenant, and Alim Holdings Ltd., as landlord. A copy of the Burnaby Lease is attached as **Exhibit "E"**. The Company has not paid rent under the Burnaby Lease for July, 2023.

81. The Beverly Hills Office is leased pursuant to a lease agreement dated March 1, 2018, as amended (the "**Beverly Hills Lease**") between BRON Studios USA Inc., as tenant, and Maple Plaza, L.P, as landlord. The Beverly Hills Lease is attached as **Exhibit** "**F**".

82. The Company is not current on its obligations under the Beverly Hills Lease. It has not consistently made rent payments since December, 2021. To date, there is approximately $1,260,733.81 outstanding under the Beverly Hills Lease. The Company intends to reject the Beverly Hills Lease as part of these proceedings according to US insolvency law.

g. *Employees*

83. As of July 5, 2023, the BRON Group of Companies employed approximately 115 people across Canada and the United States (including approximately 76 who are furloughed).

84. The vast majority of employees work from home with a small group working from the Burnaby Office on a regular basis.

85. The Company provides a 401K retirement plan to its employees in the United States.

86. The Company does not administer any defined benefit or defined contribution pension plans.

h. *Cash Management*

87. In the ordinary course, project funding is advanced to the applicable production HoldCo, and then advanced to the associated ProdCo as required. Each HoldCo that receives project funding typically creates one or more bank accounts, depending on the currencies required for the project (*e.g.*, U.S. dollars, Canadian dollars, Euros, or pound sterling) to receive and disburse such funding.

88. The Company's corporate cash and treasury functions are managed by corporate and production finance staff, all of whom are based in British Columbia.

89. The Company's main corporate operating bank accounts are in British Columbia and in California.

90. The Company has over 150 corporate and production bank accounts in Canada, the United States and Europe.

91. As described below, certain bank accounts have been frozen due to the Company's liquidity challenges and certain enforcement steps taken by its creditors.

PART VI - FINANCIAL POSITION

92. The Company is a closely-held, private corporate group that did not require consolidated audited financial statements until 2019, when it entered into financing arrangements with Comerica Bank (as defined and described below). As a result, the only audited financial statements completed by the Company are for the years 2019 and 2020. The Company has not been able to complete audited financial statements for 2021 and 2022 due to its liquidity challenges, as described below.

93. Attached as **Exhibit "G"** are the Company's most recent unaudited financial statements for the periods ending March 31, 2023 and December 31, 2022 the "**Financial Statements**"). The Financial Statements are the most recent available unconsolidated statements prepared by the Company.

A. Assets

94. As at March 31, 2023, the Company, on a consolidated basis, had assets totalling approximately $148 million. The Company's assets consist primarily of equity investments, IP, and intercompany amounts due from related parties.

B. Liabilities

95. As at approximately March 31, 2023, the Company had loan liabilities in the aggregate amount of approximately $419,319,341.84 (including accrued interest) between corporate debt (in the aggregate amount of approximately ~$102,260,646.32) and production companies (in the aggregate amount of approximately ~$317,058,695.52). Attached as **Exhibit "H"** is a chart summarizing the Company's loan liabilities for corporate and production debt.

96. As made clear by the Financial Statements, the Company's liabilities far exceed its assets on a consolidated basis.

PART VII - CREDITORS OF THE BRON GROUP OF COMPANIES

A. Governmental Claims

97. The Company has outstanding source deduction obligations owing to Canada Revenue Agency of approximately CAD $850,000.

98. The Company does not owe amounts in respect of provincial sales taxes.

B. Secured Creditors

99. An overview of the Petitioners' primary secured creditors and the Petitioners' corresponding secured debt obligations is set out below. The secured indebtedness described below is based solely on the Company's books and records and remains subject to further review and confirmation. Any discrepancies or corrections in this regard will be addressed in a further Affidavit to be filed during these CCAA proceedings.

Secured Party	Debtor(s)	Jurisdiction
Comerica Bank	BRON Studios Inc. BRON Media Corp. BRON Media Holdings Intl Corp BRON Developments Inc.	Ontario British Columbia
Creative Wealth Media Lending LP 2016	BRON Media Corp. Robin Hood Digital, PC BC Inc. Windor Productions BC Inc.	British Columbia
Access Road Capital, LLC	BRON Studios Inc. BRON Ventures 1 (Canada) Corp BRON Animation Inc. Henchmen Productions Inc. Windor Production BC Inc.	British Columbia
Royal Bank of Canada	BRON Animation Inc. BRON Studios Inc.	Ontario British Columbia
Receivables Management Office – Hailey Anderson	BRON Animation Inc.	
TPC Lending & Services, LLC	Fables Productions BC Inc. Gossamer Productions BC Inc.	British Columbia
Robin Hood Media Lender, LLC	Robin Hood Digital PC BC Inc.	British Columbia
The Union of BC Performers	Windor Productions BC Inc.	British Columbia

100. An overview of the Petitioners' primary secured creditors and the Petitioners'

corresponding secured debt obligations is set out below. The secured indebtedness described below is based solely on the Company's books and records and remains subject to further review and confirmation. Any discrepancies or corrections in this regard will be addressed in a further Affidavit to be filed during these CCAA proceedings.

a. ***Comerica Bank***

101. BRON Studios Inc., BRON Studios USA Inc. and BRON Studios UK Ltd., collectively as borrowers (in such capacity, the "**Comerica Borrowers**"), and Comerica Bank ("**Comerica Bank**"), as lender and as administrative agent, among other parties, are party to an Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated November 19, 2019 (the "**Comerica Loan Agreement**"), which amended and restated a Credit, Security, Guaranty and Pledge Agreement dated July 20, 2017 among BRON Creative USA, Corp., Comerica Bank and others. A copy of the Comerica Loan Agreement is attached hereto as **Exhibit "I"**.

102. Pursuant to the Comerica Loan Agreement, Comerica Bank made available to the Comerica Borrowers a secured revolving credit facility in the principal amount of $80,000,000, which could have been increased by $70,000,000 for a total of up to $150,000,000 in accordance with the terms of the Comerica Loan Agreement.

103. The obligations under the Comerica Loan Agreement are secured by the following (collectively, the "**Comerica Security**"), among other things:

(a) a security interest in the assets of each of the Comerica Borrowers;

(b) a guarantee from and security interest in the assets of each of the Comerica Loan Guarantors[8];

(c) a pledge of securities owned by and including the securities of the Comerica Borrowers, the Comerica Loan Guarantors, and their present and future wholly-owned subsidiaries (subject to certain exceptions), as well as pledged collateral owned by BLAC Corp.; and

(d) cash collateral deposited into cash collateral accounts established in accordance with the terms of the Comerica Loan Agreement (as at December, 2022, the Company had no funds deposited in any such cash collateral accounts).

104. The Comerica Security is memorialized in a number of security agreements under Canadian, USA or UK law, including the following:

(a) a general security agreement made as of November 19, 2019 by BRON Studios Inc. in favour of Comerica Bank;

(b) a general security agreement made as of November 19, 2019 by BRON Developments Inc. in favour of Comerica Bank;

(c) a general security agreement made as of November 19, 2019 by Fonzo Production Services B, Inc. in favour of Comerica Bank;

[8] The **"Comerica Loan Guarantors"** are collectively: BRON Creative USA, Corp., The Realm Productions USA LLC, BRON Releasing UK Ltd., Tully Productions BC Inc., Tully Productions, LLC, Fonzo, LLC, Lucite Desk LLC, Heavyweight Holdings, LLC, Harry Haft Productions, Inc., Fonzo Production Services, Inc., BRON Life, LLC, Fonzo Production Services BC, Inc., I am Pink Productions, LLC, BRON Studios USA Developments Inc., BRON Developments Inc.

(d) a general security agreement made as of November 19, 2019 by Tully Productions BC Inc. in favour of Comerica Bank;

(e) a debenture dated on or about November 19, 2019 among BRON Studios Inc. and BRON Releasing UK Ltd. in favour of Comerica Bank under which BRON Studios UK Ltd. pledged its shares in BRON Releasing UK Ltd. under UK law;

(f) a deed of charge under which BRON Media Holdings Inc. pledged in favour of Comerica Bank its shares in BRON Studios UK Ltd.; and

(g) a Copyright Security Agreement dated July 14, 2020.

105. On April 29, 2022, in accordance with the terms of the Comerica Loan Agreement, the Comerica Borrowers delivered to Comerica Bank a notice confirming that the Comerica Borrowers permanently reduced the Total Commitments (as defined under the Comerica Loan Agreement) to $45,000,000.

106. In addition, the Comerica Borrowers have made repayments to Comerica Bank to reduce the total amount outstanding under the Comerica Loan Agreement from revenue generated from the sale and delivery of productions that have been pledged to Comerica Bank. As at December 31, 2022, according to the Company's books and records, Comerica Bank advanced to the Comerica Borrowers a total of approximately $52,678,000, and the Comerica Borrowers had repaid approximately $43,682,000, leaving a loan balance of approximately $11,928,000. The Company has made further repayments under the Comerica Loan Agreement such that as of June 30, 2023, the Comerica Borrowers owed Comerica Bank approximately $4,071,102 under the Comerica Loan Agreement.

b. ***Access Road Capital LLC***

107. BRON Ventures 1 LLC and BRON Ventures 1 (Canada) Corp., as borrowers, BRON Media Holdings USA Corp., as guarantor, and Access Road Capital LLC ("**Access Road**"), as lender, are party to a loan agreement dated as of May 29, 2020 (the "**Access Road Loan Agreement**"). A copy of the Access Road Loan Agreement is attached hereto as **Exhibit "J"**.

108. Pursuant to the Access Road Loan Agreement, Access Road made available to the Company a loan in the principal amount of $20, 000,000 (the "**Access Road Loan**").

109. As security for its obligations under the Access Road Loan Agreement, among other things, certain entities in the BRON Group of Companies granted security, as follows:

(a) each of BRON Ventures 1 LLC and BRON Ventures 1 (Canada) Corp. granted a security interest in all of their respective present and after-acquired personal property;

(b) each of BRON Studios USA, Inc., BRON Animation Inc. and BRON Studios UK Limited granted a security interest in, among other things, all future payments or other contributions in proceeds of certain productions (the "**Pledged Projects**")[9] and each entity's tangible and intangible personal property and interest in the Rights Holding Companies that own the Pledged Projects;

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[9] The Pledged Projects are: *Assassination Nation*, *Beatriz at Dinner*, *Capone*, *Harry Haft*, *Henchman*, *Leave No Trace (My Abandonment)*, *Monkey Man*, *Needle in a Timestack*, *Parallel*, *Prospect*, *Shadowplay*, *Tumble Down*, *Those Who Wish Me Dead*, *Villains* and *Welcome to Me*.

(c) BRON Media Corp. pledged its equity interest in BRON Ventures 1 (Canada) Corp.;

(d) BRON Media Holdings USA, Inc. pledged its equity interest in BRON Ventures 1 LLC, which owns a number of portfolio companies[10];

(e) BRON Media Holdings USA Corp. guaranteed the obligations of BRON Ventures 1 (Canada) Corp.;

(f) BRON Media Corp. guaranteed the obligations of BRON Ventures 1 LLC and BRON Ventures 1 (Canada) Corp. subject to certain limitations, and provided a payment guarantee of $250,000 per month for the first six months of the term of the Access Road Loan, pursuant to a Guaranty of Payment and Other Obligations dated May 29, 2020;

(g) An assignment of certain loans owing to BRON Media Corp. by Media Res Studios, LLC in the principal amount of $2,526,000; and

(h) BRON Ventures 1 (Canada) Corp. assigned certain loans owing to it by Epic Story Media, Inc. in the principal amount of $1,750,000.

[10] Those portfolio companies are: Shadowplay Series Holdings UK Limited, TWWMD Productions, Inc., A Single Shot Productions, Inc., The Good Nurse Films, LLC, Bron Creative Corp., Tumbledown, LLC, BRON Animation Inc., A Single Shot Movie, LLLP, Hench 2 BC Productions Inc., I Saw the Light Movie, LLC, Henchmen Productions Inc., Brown Amy, LLC, MMM Management Ltd, I Saw the Light, LLC, Star Hunters 1 Productions Inc., Driftless Area, LLC, Willoughbys Productions Inc., Front Runner, LLC, Mighty Productions 1 Inc., Front Runner Productions, Inc., Mighty Productions 3 Inc., Drunk Parents, LLC, SC Productions Ont Inc., Drunk Parents Productions, Inc., Driftless Area Productions Inc., Erostratus, LLC, Collard Productions BC, Inc., Hunted Pictures, LLC, Drunk Parents Productions Inc., Hunted Production Services, Inc., Into the Forest Productions BC Inc., Erostratus LA, LLC, In Good Company Series Inc., Layover, LLC, Layover Productions BC Inc., Harmon Films, LLC, Master Cleanse Productions Inc., Harmon Monster Films Inc., Needle Productions Services BC, Inc., Master Cleanse, LLC, TWWMD Productions BC, Inc., Bakhorma, LLC, TWWMD Productions QC, Inc., Green Moon Inc., Para Productions BC, Inc., Bron Pictures Holdings, LLC, Phil Productions Inc., CWM MGM Slate 1 GP, LLC, Meadowland Movie, LLC, BCWM M1 SLP, LLC, Meadowland Production Services, Inc., CWM MGM Slate 1 LP., My Abandonment, LLC, Phil Productions, LLC and My Abandonment Production.

110. The Company defaulted on its obligations under the Access Road Loan Agreement on or about May 2021, at which time there was approximately $17,000,000 outstanding under the Access Road Loan. A balance of approximately $12,500,000 remains owing to date, which includes over $2,000,000 in outstanding interest and fees.

111. The Company and Access Road are party to three forbearance agreements:

(i) a first forbearance agreement dated as of June 10, 2021 between BV and Access Road (the "**First Access Road Forbearance**");

(ii) a second forbearance agreement dated as of July 23, 2021 (the "**Second Access Road Forbearance**"); and

(iii) a third forbearance agreement dated as of December 20, 2021 (the "**Third Access Road Forbearance**", and together with the First Access Road Forbearance and the Second Access Road Forbearance, the "**Access Road Forbearance Agreements**").

112. Copies of the Access Road Forbearance Agreements are attached as **Exhibit "K"**.

113. As further detailed below, Access Road and the Company are party to various litigation in the United States and in Canada in respect of the Access Road Loan.

c. *Creative Wealth Media Finance Corp.*

114. Creative Wealth Media Finance Corp. ("**CWM Finance**") and BRON Releasing Inc. are party to a Revolving Loan Agreement dated September 8, 2017 (the "**CWM Finance Loan**

Agreement"). A copy of the CWM Finance Loan Agreement is attached hereto as **Exhibit "L"**.

115. Pursuant to the CWM Finance Loan Agreement, CWM Finance made a loan available to the Company in the principal amount of $2,300,000 (the "**CWM Finance Loan**").

116. As security for its obligations under the CWM Finance Loan Agreement, BRON Releasing Inc. granted a security interest in favour of CWM Finance pursuant to a general security agreement dated September 8, 2017 (the "**BRON CWM Finance GSA**"). A copy of the CWM Finance GSA is attached hereto as **Exhibit** "**M**".

117. The CWM Finance Loan Agreement, by its terms, matured on September 8, 2020. As of July 6, 2023, there is approximately $2,709,862, inclusive of interest, outstanding under the CWM Finance Loan Agreement.

d. ***Creative Wealth Media Lending LP 2016***

118. Creative Wealth Media Lending LP 2016 ("**CWM Lending**") and BRON Media Corp. are party to a Revolving Loan Agreement dated August 8, 2017 (the "**CWM Lending Loan Agreement**"). A copy of the CWM Lending Loan Agreement is attached hereto as **Exhibit "N"**.

119. Pursuant to the CWM Lending Loan Agreement, as amended pursuant to various amending agreements[11], CWM Lending made a loan available to the Company in the principal amount of $25,000,000 (the "**CWM Lending Loan**").

[11] The CWM Lending Loan Agreement was amended pursuant to amending agreements dated October 5, 2017, May 21, 2018; November 19, 2019 and August 7, 2020.

120. As security for its obligations under the CWM Lending Loan Agreement, BRON Media Corp granted a security interest in favour of CWM Lending pursuant to a general security agreement dated August 8, 2017, as amended pursuant to an amendment dated November 19, 2019 ("**BRON CWM Lending GSA**"). The security interest granted under the BRON CWM Lending GSA includes, among other things, all of BRON Media Corp.'s present and after acquired goods, personal property, investment property and securities and all proceeds thereof. A copy of the BRON CWM Lending GSA, as amended, is attached hereto as **Exhibit "O"**.

121. As of July 10, 2023, CWM Lending is owed the aggregate of approximately $47,360,782 under the CWM Lending Loan.

e. ***Project Loans with Creative Wealth Media***

122. In addition to the CWM Lending Loan and the CWM Finance Loan, the Company has obtained project-specific financing ("**Project Loans**") from CWM Lending, CWM Finance and certain of its affiliates (collectively, "**Creative Wealth**") for the purpose of funding specific production projects.

123. In the case of the Project Loans, Creative Wealth typically entered into loan and security documentation with the special purpose holding and production companies that the Company incorporated for a specific project. The security was specific to the project, and the projects are not cross collateralized.

124. The Company's production companies are indebted to Creative Wealth under the Project Loans in the aggregate amount of approximately $317,058,695 inclusive of accrued interest (as at March 31, 2023).

f. *Royal Bank of Canada*

125. The Company utilizes a number of corporate credit cards issued by Royal Bank of Canada ("**RBC**") as part of its business operations. RBC has registered a financing statement against BRON Animation Inc. and BRON Studios Inc. under the *Personal Property Security Act* (Ontario) against all collateral classifications.

126. The total amount outstanding to RBC under these credit card facilities is approximately CAD $50,000.

g. *Other Secured Lenders*

127. Various entities within the BRON Group of Companies are indebted to certain individuals for which such entities have granted security. The table below sets out these secured loans and the obligated entity.

Individual Lender	**Borrower**	**Principal Amount**	**Date of Loan Agreement**
Guido Campello Trust	I Am Pink Productions, LLC	$1,000,000	May 31, 2022
Cheng Family Asset Management, LLC	Gossamer Holdings USA, LLC	$2,600,000	August 5, 2021
John Duca	BRON Releasing Inc.	$1,000,000	May 11, 2022
Christine Haebler and Terminal City Pictures	BRON Media Corp	CAD $530,000	July 6, 2022
Christine Haebler and Terminal City Pictures	BRON Media Corp	CAD $400,000	August 5, 2022
Intrinsic Properties, LLC	BRON Media Holdings USA Corp	$900,000	March 16, 2022
Intrinsic Properties, LLC	BRON Media Holdings USA Corp	$400,000	June 27, 2022
Suraj Maraboyina	I Am Pink Productions, LLC	$1,000,000	March 24, 2022
Casey Oaks	I Am Pink Productions, LLC	$500,000	March 24, 2022

Dr. Narsing Rao Palep and Usha Rao Pale	I Am Pink Productions, LLC	$4,000,000	April 11, 2022
Patrick C. Prentiss	Robin Hood Digital USA, LLC	$1,150,000	December 9, 2021
Debbie H. Patrick	Robin Hood Digital USA, LLC	$300,000	December 7, 2021
Gary N. Solomon Sr.	Robin Hood Digital USA, LLC	$300,000	November 29, 2021

C. Unsecured Creditors

a. *CWM Lending, CWM Finance and Related Entities*

128. The Company has entered into various unsecured loan documents with CWM Lending, CWM Finance and certain related entities, as follows:

(i) an unsecured Promissory Note dated June 1, 2022 issued by BRON Studios USA Inc. in favour of CWM Lending in the principal amount of $60,000,000 to offset certain Project Loans;

(ii) an unsecured Promissory Note dated January 2, 2019 between CWM Finance and BRON Ventures 1 (Canada) Corp. in the principal amount of CAD$1,575,000;

(iii) an unsecured Promissory Note dated January 2, 2019 between CWM Finance and BRON Ventures 1 LLC in the principal amount of $500,000;

(iv) an unsecured loan agreement dated January 2, 2019 between CWM Finance and BRON Studios USA Inc. in the principal amount of $5,775,000;

(v) an unsecured loan agreement dated January 2, 2019 between CWM Finance and BRON Media Corp. in the principal amount of $5,250,000;

(vi) an unsecured loan agreement dated January 2, 2019 between BLAC Corp.[12], and BRON Ventures 1 (Canada) Corp, in the principal amount of CAD$525,000; and

(vii) an unsecured loan agreement dated May 27, 2022 between Blac USA Inc. and BRON Media Holdings USA Corp. in connection with an unsecured loan in the principal amount of $10,500,000;

129. With respect to the loan referenced in (vii) above, according to the Company's books and records, the Company has received less than $7,000,000 despite the principal amount being $10,500,000. At the appropriate time, the Company intends to reconcile the total amount outstanding under each of the above referenced loan documents. Many of the foregoing unsecured loans have, by their respective terms, matured.

130. The quantum of the unsecured indebtedness described above is based solely on the Company's books and records and remains subject to further review and confirmation. Any discrepancies or corrections in this regard will be addressed in a further Affidavit to be filed during these CCAA proceedings.

D. Trade Creditors

131. The Petitioners owe trade creditors in the aggregate amount of approximately $10,000,000 in both Canada and in the United States. The trade creditors primarily consist of vendors and suppliers that have provided services to the Company in respect of specific projects.

[12] BLAC Corp. is the 50% shareholder of BRON Creative USA Corp., and is a related party to Creative Wealth.

E. Judgement Creditors

132. A number of parties have obtained judgement against the Company in the course of litigation in Canada and in the U.S., as detailed below.

PART VIII - CHALLENGES AND LIQUIDITY ISSUES FACED BY THE PETITIONERS

A. Covid-19 Pandemic

133. Prior to the Covid-19 pandemic and particularly in 2019, the Company had a number of exciting film productions in preparation for distribution. These large projects were scheduled for release in 2020 through large commercial industry players including Sony, Warner Bros Entertainment Inc., and MGM. Financial results for 2020 and 2021 were projected to be the highest in the Company's history. In anticipation of impending releases set for 2020, the Company made significant investment and ramped up its operations.

134. When the Covid-19 pandemic began and a national state of emergency was declared in the United States, Canada and elsewhere, the Company experienced immeasurable loss. The film production industry suffered immensely, particularly because movie theatres were closed. The timing of the Covid-19 pandemic was acutely devastating for the Company because of the investments it had made to ramp up operations in anticipation of a record-setting year.

135. Like many other companies, the Company was unprepared to manage the impact of the Covid-19 pandemic. Production activities halted for months. Theatres were closed. Films which were set for release – the production of which were financed with debt – were halted

for an extended period. The pandemic caused widespread uncertainty for all industry players, many of whom were forced to cease operations.

136. Since production operations were delayed, the Company had difficulty sustaining its business financially and was unable to generate revenue . At the same time, interest on its significant debt obligations continued to accrue. Over time, the business became increasingly unsustainable financially. For a significant period of time, the Company's employees worked on reduced salaries and perks.

137. Even when theatres gradually re-opened and the completed but delayed productions were finally released, none of the films achieved their projected revenues because movie-goers did not return to theatres in the same pre-pandemic volumes, and still have not. The Company spent years establishing strong distribution partnerships and provided executive producer services on some of the most acclaimed films of the last few years, including, among others: *House of Gucci*, *Licorice Pizza*, *Ghostbusters: Afterlife*, *Man From Toronto*, *Greyhound*, *Fatherhood*, *Respect*, *Candyman*, *The Way Back*, *The Green Knight*, and *Thirteen Lives*. In total, the Company was a producer or executive producer on over 20 films that were scheduled for release in 2020 and 2021. While the projected revenues for these releases was approximately $4 billion in global box office revenue, they ended up generating less than 25% of that amount.

B. Writers' Strike

138. The threat of a writers' strike had been looming over Hollywood since early 2023 with an ongoing labour dispute between the Writers Guild of America, which represents 11,500 screenwriters, and the Alliance of Motion Picture and Television Producers. The strike

officially began in May of 2023. It has caused significant disruption and uncertainty for the Company's productions, both in Canada and in the United States.

139. The strike adversely impacted many films and television productions . A number of the Company's productions have been completely shut down. Even a number of productions that were not directly affected by the writer's strike (*i.e.* unscripted productions or projects written prior to the start of the strike) have seen unexpected delays due to, among other things, the use of picket lines that disrupt productions.

C. Attempted Financings

140. For the last two years, the Company has been actively engaging potential lenders for the purpose of securing additional capital investment to fund its operations. The Company held discussions with a number of New York-based investment firms and other parties that had shown an interest in either financing or investing in the Company. However, these attempts did not result in a successful financing transaction. The Company has thus been burdened with significant debt and while being unable to generate material revenue to service and pay down that debt.

D. Notice from RBC and Frozen Accounts

141. The Company has approximately CAD $850,000 outstanding on account of source deductions owing in respect of payroll, withholding taxes, and dues for government programs. The Company received e-mail notice from RBC advising that certain of its bank accounts with RBC were frozen, including access to the credit cards administered by RBC.

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E. Outstanding Litigation and Judgments

142. The Company is involved in various outstanding litigation both in Canada and in the United States. This section summarizes these outstanding proceedings and the extent of the Company's involvement in each.

a. *Access Road Litigation*

143. As indicated above, Access Road is one of the Company's secured lenders. Pursuant to the Access Loan Agreement (detailed above), in May of 2020, Access Road made available to the Company a loan in the principal amount of $20,000,000. The Company defaulted on the Access Road Loan in May, 2021. As detailed above, the Company is party to a number of Forbearance Agreements with Access Road.

144. On May 24, 2022, Access Road obtained judgement in the amount of $10,941,847.19 against BRON Ventures 1, LLC, BRON Ventures 1 (Canada) Corp. and BRON Media Holdings USA, Corp. in the Supreme Court of the State of New York County: Commercial Division. On October 6, 2022, Access Road obtained judgement against BRON Media Corp. in the British Columbia Superior Court of Justice for approximately $11,500,000.

145. On March 10, 2023, Access Road sought the appointment of an equitable receiver over the property of BRON Media Corp. (the "**Receivership Application**"). On March 13, 2023 the Honourable Mr. Justice Macintosh of the British Columbia Supreme Court released his reasons for decision in respect of the Receivership Application (the "**Reasons for Decision**"), a copy of which is attached as **Exhibit "P"**. In the Reasons for Decision, the Court granted the appointment of the receiver over the objections of CWM Lending and

Comerica Bank, but postponed the appointment to May 8, 2023, subject only to the Company's repayment of the outstanding amount.

146. On or about April 12, 2023, CWM Lending sought leave to appeal the receivership order. The Court of Appeal for British Columbia granted leave to appeal on May 5, 2023 and stayed the receivership order pending the determination of the appeal. The appeal is scheduled to be heard on August 17, 2023. A copy of the Leave to Appeal Decision is attached as **Exhibit "Q"**.

b. ***Ontario Litigation***

147. Certain entities within the BRON Group of Companies are named defendants in litigation in the Ontario Superior Court of Justice involving the financing of certain productions. As indicated, the Company has financed a number of its productions through loan agreements with its largest secured creditor, Creative Wealth.

148. Creative Wealth has separate arrangements and contractual relationships with various third parties who fund the capital for these loans. As summarized below, a number of these third parties have commenced lawsuits on the basis of breach of contract and other claims under these agreements.

149. There are a number of claims commenced in the Ontario Superior Court of Justice by investors in Creative Wealth on the basis of amounts allegedly owing under contracts between the applicable plaintiffs and Creative Wealth (the "**Ontario Claims**"). Each of these Ontario Claims names one or more entities in the BRON Group of Companies as a co-defendant. A summary (including the title of proceedings, parties, date of

commencement, and total claim amount) of each of the Ontario Claims is attached as **Exhibit "R"**. These lawsuits are ongoing and at various stages.

c. *Hudson Private LP*

150. Pursuant to a complaint filed on October 6, 2021 in the United States District Court for the Southern District of New York, Hudson Private LP (“**Hudson**”) commenced a lawsuit against, among others, BRON Studios USA, Inc. BRON Creative USA Corp., and CWM Finance with respect to financing provided on various productions. The total amount claimed is $14,321,869. This proceeding is currently ongoing in the United States.

151. In addition, Hudson has obtained judgement against BRON Creative USA Corp. in Clark County (Nevada), New York County (New York), and in Los Angeles County (California) in the amount of $6,995,640.48.

F. Emergency Financing from Creative Wealth

152. Throughout 2023, the Company has been searching for solutions to address its liquidity position. As part of these efforts, the Company approached Creative Wealth to explore potential restructuring options, with a view to preserving and maximizing value for the Company's various stakeholders. These discussions culminated in the Company's execution of the DIP Term Sheet and a Side Letter Agreement dated June 27, 2023 (the “**Side Letter Agreement**”), pursuant to which CWM Lending provided emergency financing in the aggregate amount of $1,334,148.33 (the “**CWM Bridge Financing**”). The purpose of the CWM Bridge Financing was to provide emergency liquidity to permit the Company to fund certain critical and ordinary course obligations while it prepared for this CCAA application.

153. A copy of the Side Letter Agreement is attached as **Exhibit "S"**. According to the Side Letter Agreement and subject to its terms, CWM Lending agreed to, among other things, pay $665,851.67 on account of the Company's unpaid source deduction obligations described above.

PART IX - NEED FOR CCAA PROTECTION

154. Given its liquidity challenges, significant debt burden, impending lawsuits, unsatisfied judgments and a pending receivership order, the Company is in dire need of creditor protection.

155. The Company has been unable to generate revenue due to the challenges described above and is in default on its obligations to its secured creditors. The Company does not have the ability to satisfy such obligations and is therefore insolvent.

156. The Company intends to utilize this initial 10-day period to stabilize operations, communicate with its employees, strategic partners and other stakeholders, and develop a restructuring plan, including the development and implementation, with the assistance of the Monitor, of a broad and efficient SISP with a view to identifying one or more value maximizing transactions.

PART X - RELIEF SOUGHT

A. Stay of Proceedings

157. The Company requires a Stay of Proceedings to maintain the status quo and to give the Petitioners the breathing room they require to develop a restructuring plan, including a

SISP. The proposed Initial Order contemplates a stay period of 10 days, which I understand is the maximum that can be authorized by a court at the initial application under the CCAA.

158. As indicated by the cash flow forecast prepared with the assistance of the Monitor, which will be appended to the Monitor's pre-filing report, to be filed, it is forecast that the Company will be able to satisfy its ordinary course obligations during the initial 10-day Stay of Proceedings, provided that the proposed DIP Loan is approved.

B. Extension of the Stay of Proceedings to Non-Petitioner Entities

159. The Company has a complex corporate structure that includes entities in multiple jurisdictions. The Company's operations and productions, including its Cash Management System, are centrally managed. Entities within the corporate group across Canada, the United States and the United Kingdom are obligors and pledgers under the loan and security documents with the Company's secured creditors.

160. For the proper administration of this restructuring, and to achieve the desired stability and maintenance of the status quo, the Company requires the Stay of Proceedings to be extended in favour of the Non-Petitioner Entities.

C. Interim Financing and DIP Lender's Charge

161. The Company has entered into the DIP Term Sheet with the DIP Lender to provide urgently required interim financing during these CCAA proceedings.

162. A copy of the DIP Term Sheet is attached as **Exhibit "T"**. The purpose of the DIP Loan is to fund the Company's working capital needs and professional fees and expenses during

the CCAA proceedings. The key terms of the DIP Term Sheet are as follows (all terms capitalized but not defined below are as defined in the DIP Term Sheet:

(a) **Principal Amount**: $6,200,000

(b) **Interest**: 15% per annum

(c) **Commitment Fee**: $124,000 representing 2% of the Maximum Amount (being $6,200,000)

(d) **Maturity Date**: on the earliest to occur of: (i) the occurrence of any Event of Default that has not been cured or waived in writing by the DIP Lender; (ii) the closing of one or more sale transactions for all or substantially all of the assets or shares in the capital of the Company approved by an order of the Canadian Court; (iii) the implementation of a plan of compromise or arrangement in accordance with the CCAA; (iv) conversion of the CCAA Proceedings into a proceeding under the *Bankruptcy and Insolvency Act* (Canada); and (v) October 18, 2023.

163. Among other conditions, the DIP Loan is conditional upon the issuance of the proposed Initial Order granting the DIP Lender's Charge.

164. The Company is in dire need of interim financing. Without the proposed DIP Loan, the Company will be forced to immediately cease operations, terminate all of its employees and file numerous and uncoordinated assignments in bankruptcy or the equivalents thereto in other jurisdictions. An uncoordinated and piecemeal bankruptcy process would destroy value for, and be highly detrimental to, the Company and its stakeholders, including its employees and creditors.

165. The proposed quantum of the DIP Loan to be funded and secured by the DIP Lender's Charge in the first 10-day period is limited to the amount which is necessary for the continued operations of the Company's business during such time.

166. The Company solicited proposals for interim financing from multiple parties, including Creative Wealth. In addition, as part of the Side Letter Agreement with Creative Wealth, the Company agreed to provide CWM Lending with a right-of-first refusal in connection with any interim financing. Despite its efforts, the Company was unable to secure another proposal for interim financing other than from CWM Lending such that CWM Lender's right-of-first refusal was never exercised

D. Proposed Monitor

167. The Petitioners seek the appointment of GTL as Monitor of the Petitioners in these CCAA proceedings.

168. GTL has consented to act as the Monitor, subject to Court approval. Neither GTL nor its affiliate, Grant Thornton LLP has been the auditor of the Petitioners within the last two years and GTL is not otherwise restricted from acting as the Monitor. Attached as **Exhibit "U"** is a copy of the proposed Monitor's consent to act.

E. Administration Charge

169. The Company seeks a first-priority charge over the Property in favour of the Professional Group, to secure payment of their professional fees and disbursements, whether incurred before or after the date of the Initial Order.

170. The proposed Administration Charge being sought is for a maximum amount of $250,000. It is contemplated that the Professionals Group will have extensive involvement during the CCAA proceedings. The Professionals Group have contributed and will continue to contribute to the Petitioners' restructuring efforts.

171. In preparation of the Cash Flow Forecast, the Petitioners, in consultation with the proposed Monitor, considered the professional fees forecasted to be incurred on a weekly basis during the cash flow period.

172. The Company has a complex, multi-jurisdictional corporate structure, and hundreds of millions of dollars in liabilities owing to multiple secured and unsecured creditors. Accordingly, the within restructuring is complex and requires the assistance of the Professional Group.

173. I believe the quantum of the Administration Charge sought is reasonably necessary at this time to secure the professional fees of the Professionals Group. Further, it is limited to that which is reasonably necessary during the initial 10-day stay period.

F. Directors' and Officers' Charge

174. The Petitioners seek a Directors' Charge as security for the Petitioners' indemnification for possible liabilities that may be incurred by the current directors and officers, to a maximum of $250,000.

175. The proposed quantum of the Directors' Charge was decided upon with the input of the Monitor's counsel and is based on the expected exposure for statutory director and officer liabilities for employee obligations and source deductions. The Directors' Charge is

required in order to provide a level of protection to the directors and officers with respect to possible liabilities that may arise in their capacity as directors and officers of the Company during the course of these CCAA proceedings.

176. The Directors' Charge is proposed to rank behind the proposed Administration Charge and DIP Lender's Charge. I believe the quantum of the Directors' Charge is reasonably required at this time.

G. Payment of Pre-Filing Expenses

177. The Petitioners seek authorization, with the prior written consent of the proposed Monitor and the DIP Lender, to make certain payments, including pre-filing amounts owing in arrears, to certain third parties that provide services which are integral to the Petitioners' ability to operate. This is a measure designed to protect the Company's essential business relationships during the post-filing period.

178. The authority to make payments on account of pre-filing expenses is subject to the prior written consent of the Monitor and the DIP Lender. As a result, I believe this structure avoids prejudice to stakeholders by ensuring that the Monitor and DIP Lender are satisfied that any such payments will be critical to maintaining the Company's business operations in the ordinary course.

H. Foreign Representative Appointment

179. The Petitioners seek an order authorizing BRON Media Corp. or any of the Petitioners to act as the Foreign Representative in respect of the within proceedings, and to apply for foreign recognition of these proceedings in the United States pursuant to Chapter 15 of the US Bankruptcy Code, as well as any other foreign jurisdiction as deemed necessary or advisable, including the United Kingdom. In my capacity as CEO, and in furtherance of the requested foreign recognition, I believe that I am best positioned to act as an affiant on behalf of the Company and provide required evidence in any foreign recognition proceedings.

PART XI - FORM OF ORDER AND CONCLUSION

180. The Petitioners, with the assistance of their legal and financial advisors, have determined that these CCAA proceedings represent the best available strategy to maximize value for the Company's stakeholders. This affidavit is sworn in support of the Petitioners' application for the proposed Initial Order and for no other purpose.

SWORN BEFORE ME via video-conference with the deponent in the City of Burnaby, in the Province of British Columbia, and the Commissioner in the City of Mississauga in the Province of Ontario this 18th day of July, 2023	DocuSigned by: Aaron Gilbert 5E05B98C84DA4ED... **AARON GILBERT**
DocuSigned by: 97CA1135FC7E464... **MONICA FAHEIM** A Commissioner for taking Affidavits	

This is Exhibit “B” referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on July 25, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

PETITIONERS

<u>O R D E R MADE AFTER APPLICATION</u>

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

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

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

THIS COURT ORDERS AND DECLARES THAT:

JURISDICTION

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

SUBSEQUENT HEARING DATE

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

CASH MANAGEMENT SYSTEM

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

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

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

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

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

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

(iii) any related corporate matters; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRUCTURING

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

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

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

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

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

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

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

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

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

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

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

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

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

STAY IN RESPECT OF THE NON-PETITIONER ENTITIES

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

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

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

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

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

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

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

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

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

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

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

APPOINTMENT OF MONITOR

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

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

(a) monitor the Petitioners' receipts and disbursements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATION CHARGE

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

INTERIM FINANCING

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

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

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

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

39. Notwithstanding any other provision of this Order:

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

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

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

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

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

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

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

FOREIGN PROCEEDINGS

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

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

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

GENERAL

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

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

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

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

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

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

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

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

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

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

Signature of
☐ Party ☑ Lawyer for the Petitioners

Asim Iqbal

Bryan Hicks

BY THE COURT

REGISTRAR

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

Authorized Signing Officer

Taranjeet Kaur

form CHECKED

Schedule "A"

List of Petitioners

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

23.	BRON Ventures 1, LLC	Delaware
24.	BRON Studios USA Developments Inc.	Nevada
25.	Bakhorma, LLC	Washington
26.	Drunk Parents, LLC	New York
27.	Fables Holdings USA, LLC	Delaware
28.	Fables Productions USA Inc	Delaware
29.	Gossamer Holdings USA, LLC	Delaware
30.	Gossamer Productions USA Inc.	Delaware
31.	Harry Haft Productions, Inc.	New York
32.	Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)	Delaware
33.	I Am Pink Productions, LLC	Delaware
34.	Lucite Desk, LLC	Delaware
35.	National Anthem Holdings, LLC (f. k. a. BCDC Holdings, LLC)	Delaware
36.	National Anthem ProdCo Inc.	New Mexico
37.	Oakland Pictures Holdings, LLC	Delaware
38.	Pathway Productions, LLC	Delaware
39.	Robin Hood Digital PC USA Inc.	Delaware
40.	Robin Hood Digital USA, LLC	Delaware
41.	Solitary Holdings USA, LLC	Delaware
42.	Surrounded Holdings USA LLC	Delaware
43.	Welcome to Me, LLC	California

Schedule "B"
Non-Petitioner Entities

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

Schedule "C"

List of Counsel

LIST OF COUNSEL

Name	Party
J. Schultz	Comerica Bank
J. Salmaz	Comerica Bank
D. Gruber	Creative Wealth Media
M. Shakra	Creative Wealth Media
J. Foster	Creative Wealth Media
J. Birch	Grant Thornton LLP
R. Mittal	Grant Thornton LLP

This is Exhibit "C" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on July 25, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

IT IS ORDERED as set forth below:

Date: July 20, 2023

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

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

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

<u>ORDER GRANTING PROVISIONAL RELIEF AND CONTINUING HEARING</u>

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

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

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

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

THIS COURT HEREBY FINDS AND DETERMINES THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF ORDER

Prepared and Presented by:

JONES & WALDEN LLC

/s/ Cameron M. McCord
Cameron McCord
Georgia Bar No. 143065
Mark Gensburg
Georgia Bar No. 213119
Attorneys for Debtors
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Counsel for Debtors and Foreign Representative

This is Exhibit "D" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on July 25, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

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Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

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

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

NOTICE OF FILING AND HEARING ON OMNIBUS PETITION OF FOREIGN MAIN PROCEEDING AND RELATED RELIEF

PLEASE TAKE NOTICE that on July 19, 2023, BRON Media Corp., in its capacity as the Canadian Court-appointed and authorized foreign representative (the "Foreign Representative") for the above-captioned debtors (collectively, the "Debtors") in a reorganization proceeding (the "CCAA Proceeding") commenced under Canada's *Companies' Creditors Arrangement Act* (the "CCAA") pending before the Supreme Court of British Columbia (Court File No. S-235084), by the Foreign Representative's undersigned United States counsel, filed an *Official Form Petition* for each of the Debtors. On July 20, 2023 the Foreign Representative filed the *Omnibus Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the "Petition for Recognition") (Docket No. 7) and the Court entered an *Order Granting Provisional Relief and Continuing Hearing* (Docket No. 15) (the "Provisional Relief Order," together with Petition for Recognition and all exhibits, declarations and other documents appended thereto or filed in connection therewith, the "Recognition Filings"). In the Recognition Filings the Foreign Representative sought, and the Court provisionally granted, (i) recognition of the CCAA Proceeding as "foreign main proceeding" and (ii) relief in aid of the CCAA Proceeding in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") with respect to the Debtors, including certain additional relief pursuant to Sections 105, 362, 363, 365, 1507, and 1521 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, pursuant to the *Order Scheduling Hearing on Verified Chapter 15 Petition and Specifying Form and Manner of Notice of Hearing* [Docket No.16 (the "Scheduling Order"), the Bankruptcy Court has scheduled a virtual hearing on the Petition for Recognition for **August 14, 2023 commencing at 1:30 p.m Eastern Standard Time via Judge Baisier's Virtual Hearing Room[2] (the "Hearing").**

PLEASE TAKE FURTHER NOTICE that any response or objection to the relief requested in the Petition for Recognition must be (i) in writing describing the basis therefor; (ii) filed with the Clerk of the Bankruptcy Court, 75 Ted Turner Drive, SW, Room 1340, Atlanta, GA

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

30303, United States of America, **August 10, 2023 at 5:00 p.m. Eastern Standard Time.** (the "Objection Deadline"); and (iii) served upon JONES & WALDEN, LLC, 699 Piedmont Ave NE Atlanta, GA 30308, United States of America (Cameron McCord, cmccord@joneswalden.com; and Mark Gensburg, mgensburg@joneswalden.com), United States counsel to the Foreign Representative, on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that all parties in interest opposed to the Petition for Recognition or the Foreign Representative's request for relief must appear at the Hearing at the time and place set forth above. Further, the Hearing may be adjourned from time to time without further notice other than an announcement in open court at the Hearing of the adjourned date or dates or any further adjourned hearing.

PLEASE TAKE FURTHER NOTICE that the Foreign Representative intends to raise issues pertaining to foreign law, specifically Canadian insolvency law including the CCAA, in connection with the Petition for Recognition: (i) recognizing the CCAA Proceeding as a foreign main proceeding pursuant to Chapter 15 of the Bankruptcy Code and the Foreign Representative as the Debtors' foreign representative under Bankruptcy Code Sections 1509 and 1517; (ii) granting automatic relief pursuant to Bankruptcy Code section 1520; and (iii) granting other and additional relief pursuant to Bankruptcy Code sections 1507 and 1521(a) and (b).

PLEASE TAKE FURTHER NOTICE that if no response or objection is timely filed and served as provided above, the Bankruptcy Court may grant the recognition and relief requested by the Foreign Representative without further notice. Copies of the Recognition Filings and the Scheduling Order may be obtained by contacting the undersigned United States counsel to the Foreign Representative.

Dated: July 24, 2023

JONES & WALDEN LLC

/s/ Cameron M. McCord
Cameron M. McCord
Georgia Bar No. 143065
Mark Gensburg
Georgia Bar No. 213119
Attorneys for Debtors
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701-9235
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mgensburg@joneswalden.com

Counsel for Debtors and Foreign Representative

This is Exhibit "E" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on July 25, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

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Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

Non-Petitioner Entity	Jurisdiction of Outstanding Proceeding(s)	Court File Number
Layover LLC	Ontario	CV-19-00617122-0000
Layover Productions BC Inc.	Ontario	CV-19-00617122-0000
My Abandonment LLC	Ontario	CV-19-00623128-0000
My Abandonment Production Services, Inc.	Ontario	CV-19-00623128-0000
Nightingale Film Holdings Pty Ltd.	Ontario	CV-18-00608082-0000
Nightingale Pictures Pty Ltd.	Ontario	CV-18-00608082-0000
Para Productions LLC	Ontario	CV-19-00617382-0000
Para Productions BC Inc.	Ontario	CV-19-00617382-0000
Phil Productions LLC	Ontario	CV-19-00616894-0000
Phil Productions Inc.	Ontario	CV-19-00616894-0000
Red Sea, LLC	Ontario	CV-19-00620226-0000
Tully Productions LLC	Ontario	CV-19-00619401-0000
Tully Productions BC Inc.	Ontario	CV-19-00619401-0000
Willoughbys Productions Inc.	Ontario	CV-19-00623127-0000
Bron Releasing UK Ltd.	England & Wales	N/A

This is Exhibit "F" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on July 25, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

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Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

SALES AND INVESTMENT SOLICITATION PROCESS
BRON GROUP OF COMPANIES

INTRODUCTION

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

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

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

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

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

SISP OVERVIEW

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

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

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

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

"AS IS, WHERE IS" BASIS

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

SISP TIMELINE

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

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

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

THE SISP PROCESS

A. Initial Solicitation of Interest

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

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

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

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

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

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

B. Due Diligence

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

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

C. LOI Process

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Final Bid Process

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Selection of Winning Bid

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

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

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

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

F. Credit Bidding

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

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

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

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

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

APPROVAL ORDERS

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

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

CLOSING

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

DEPOSITS

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

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

GENERAL

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

SCHEDULE "A"

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

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

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

<table>
<tr><th colspan="2">BRON GROUP OF COMPANIES</th></tr>
<tr><td></td><td>Townsend Series Holdings UK Ltd. (England and Wales)
Townsend Series Productions UK Ltd. (Grey Door Film Productions Ltd) (England and Wales)</td></tr>
<tr><td>Other Non Petitioner Entities</td><td>Front Runner Productions, Inc.
BRON Creative MG1, LLC
BRON Creative WB 1, LLC
BRON Labs LLC
A Single Shot Movie, LLLP
Blackhand Developments Inc.
Blackhand Pictures, LLC
BRON Next Film Production, LLC (BRON Life, LLC)
BRON Pictures Holdings, LLC
BRON Subnation Slate 1, LLC
Rideg Film Holdings, LLC
Brown Amy, LLC
Driftless Area, LLC
Drunk Parents Production Services Inc.
Erostratus LA, LLC
Erostratus, LLC
Fonzo Production Services Inc.
Fonzo, LLC
Front Runner, LLC
Green Moon Inc.
Harmon Films, LLC
Harmon Monster Films, Inc.
I Saw The Light Movie, LLC
I Saw The Light, LLC
Layover LLC
Mad Solar Productions, LLC
Master Cleanse, LLC
Meadowland Movie, LLC
Meadowland Production Services Inc.
My Abandonment LLC
My Abandonment Production Services Inc.
Needle In A Timestack, LLC
October Series Holdings, LLC
Pangea Cup Holdings, LLC
Pangea Cup Productions Inc.
Para Productions, LLC
Phil Productions, LLC
Red Sea LLC
Red Sea Productions Inc.
Savant Developments Inc.</td></tr>
</table>

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

SCHEDULE "B"

Addresses for Deliveries

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

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

with a copy to:

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

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

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

This is Exhibit “G” referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on July 25, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

DIP LOAN AGREEMENT

Dated as of July 18, 2023

WHEREAS the Borrowers (as defined below) have requested that the DIP Lender (as defined below) provide financing to fund certain obligations of the Borrowers in the context of their anticipated proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**", and such proceeding, the "**CCAA Proceedings**") before the Supreme Court of British Columbia (the "**Canadian Court**") and the anticipated recognition of the CCAA Proceedings by the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "**US Court**" and together with the Canadian Court, the "**Courts**") under Chapter 15 of the United States Bankruptcy Code (the "**Chapter 15 Proceedings**") and, if determined necessary, in the sole discretion of the DIP Lender, recognition of the CCAA Proceedings in a court of competent jurisdiction in the United Kingdom (together with the CCAA Proceedings and the Chapter 15 Proceedings, the "**Insolvency Proceedings**") in accordance with the terms and conditions set out in this agreement (this "**DIP Agreement**");

NOW THEREFORE the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. BORROWERS:	All of the entities listed in **Schedule "A"** hereto (collectively, the "**Borrowers**"), acting jointly and severally.
2. DIP LENDER:	Creative Wealth Media Lending LP 2016 in respect of the DIP Facility (in such capacity, the "**DIP Lender**").
3. PURPOSE:	As set out in Section 15(d) of this DIP Agreement.
4. DIP FACILITY AND MAXIMUM AMOUNT	A super-priority, debtor-in-possession, non-revolving credit facility (the "**DIP Facility**") up to the maximum principal amount of $6,200,000.00 (the "**Maximum Amount**"). For greater certainty, any interest, expenses or fees that are capitalized and added to the principal amount owing hereunder as contemplated by the terms hereof shall not constitute part of the Maximum Amount, and the Borrowers are and shall be permitted to borrow up to the Maximum Amount without taking into account any such capitalized amounts, subject to the terms and conditions hereof. Advances under the DIP Facility shall be made in accordance with Section 7 of this DIP Agreement.
5. REPAYMENT:	The aggregate principal amount owing under the DIP Facility, all accrued and unpaid interest, all fees and expenses incurred by the DIP Lender (including, without limitation, the Expenses (as defined below)), and all other obligations of the Borrowers to the DIP Lender under or in connection with the Insolvency

Proceedings, this DIP Agreement, the DIP Facility or any other definitive security or other documents, agreements, registrations, financing statements and instruments in respect of the DIP Facility (collectively, the "**DIP Obligations**") shall be repaid in full on the earliest to occur of: (i) the occurrence of any Event of Default hereunder that has not been cured or waived in writing by the DIP Lender, in its sole discretion; (ii) the closing of one or more sale transactions for all or substantially all of the assets or shares in the capital of the Borrowers approved by an order of the Canadian Court, including in connection with the SISP (as defined below); (iii) the implementation of a plan of compromise or arrangement in accordance with the CCAA and the Court Orders (as defined below); (iv) conversion of the CCAA Proceedings into a proceeding under the *Bankruptcy and Insolvency Act* (Canada); and (v) October 18, 2023 (the earliest of such dates being the "**Maturity Date**"). Provided that there is no Event of Default hereunder which is continuing, the Maturity Date may be extended at the request of the Borrowers, following consultation with the Monitor, and with the prior written consent of the DIP Lender, in its sole discretion, for such period and on such terms and conditions as the Borrowers and the DIP Lender may agree.

The commitment in respect of the DIP Facility shall expire automatically on the Maturity Date (unless extended according to the terms hereunder) and all DIP Obligations shall be repaid in full on the Maturity Date (or extended Maturity Date), without the DIP Lender being required to make demand upon the Borrowers or to give notice that the DIP Facility has expired and/or that the DIP Obligations are due and payable.

All payments received by the DIP Lender shall be applied first to any fees and expenses due hereunder (including, without limitation, the Expenses), then to accrued and unpaid interest and then, after all such fees, expenses and interest are brought current, to principal.

It is acknowledged that some or all of the DIP Obligations may be satisfied by the DIP Lender "credit bidding" such DIP Obligations for some or all of the assets of the Borrowers pursuant to the SISP to be implemented in the CCAA Proceedings, in the DIP Lender's sole discretion.

6. CASH FLOW PROJECTIONS:

The Borrowers, in consultation with Grant Thornton Limited, in its capacity as proposed court-appointed monitor (as appointed in such capacity, the "**Monitor**") in the CCAA

Proceedings, have provided to the DIP Lender the cash flow projections attached at **Schedule "B"** hereto, which are in form and substance satisfactory to the DIP Lender and which are to be filed with the Canadian Court, reflecting the projected cash requirements of the Borrowers for the 13-week period from July 26, 2023, through the period ending October 18, 2023, calculated on a weekly basis (the "**Cash Flow Projection**").

The Borrowers shall keep the DIP Lender and the Monitor apprised of their cash flow requirements by providing: (i) an updated cash flow projection for the same period as the Cash Flow Projection by no later than 5:00 p.m. (Vancouver time) on the Wednesday of each week ending after the week in which the First DIP Advance (as defined below) occurs, such updated cash flow projection to be in a form consistent with the Cash Flow Projection (a "**Proposed Amended Cash Flow Projection**"), provided that the Borrowers, at their option, may provide a Proposed Amended Cash Flow Projection on a more frequent basis, but in any event, not more than twice in any calendar week; and (ii) on a weekly basis, (x) actual cash flow results from the immediately preceding one week period and (y) a comparison of the actual cash flow results from the immediately preceding one week period as against the DIP Agreement Cash Flow Projection (as defined below) for such week, such information described in this clause (ii) to be delivered to the DIP Lender and Monitor weekly by no later than 5:00 p.m. (Vancouver time) on the Wednesday of each week.

No Proposed Amended Cash Flow Projection shall be considered the DIP Agreement Cash Flow Projection unless the DIP Lender has provided notice in writing to the Borrowers, with a copy to the Monitor, confirming its consent to such Proposed Amended Cash Flow Projection. Upon the DIP Lender delivering such notice to the Borrowers, with a copy to the Monitor, such Proposed Amended Cash Flow Projection shall be considered the DIP Agreement Cash Flow Projection.

At any given time, the cash flow projection in force and effect (whether the Cash Flow Projection or any subsequent Proposed Amended Cash Flow Projection which the DIP Lender has consented to in accordance herewith) shall be the "**DIP Agreement Cash Flow Projection**".

For greater certainty, neither the DIP Lender nor the Monitor, as the case may be, shall be required to initiate any DIP

Advances pursuant to a Proposed Amended Cash Flow Projection, nor are the Borrowers entitled to utilize any DIP Advance to make payments set out in a Proposed Amended Cash Flow Projection, unless and until it has become effective as the DIP Agreement Cash Flow Projection in accordance with this Section 6.

7. ADVANCES UNDER DIP FACILITY:

I. DIP Advances from the DIP Lender

Pursuant to the terms and conditions of this DIP Agreement, the DIP Lender shall advance the following disbursements as draws against the Maximum Amount of the DIP Facility:

(a) A first advance in the amount of $665,000.00 ("**First DIP Advance**") shall be made by the DIP Lender to the Borrowers in accordance with Section 9 of this DIP Agreement, such First DIP Advance to be advanced following the satisfaction of each of the conditions to the First DIP Advance set out in Section 8 of this DIP Agreement;

(b) A second advance in the amount of $1,086,409.00 ("**Second DIP Advance**") shall be made by the DIP Lender to the Borrowers in accordance with Section 9 of this DIP Agreement, such Second DIP Advance to be advanced following the satisfaction of each of the conditions to the Second DIP Advance set out in Section 8 of this DIP Agreement;

(c) A third advance in the amount of $910,695.00 ("**Third DIP Advance**") shall be made by the DIP Lender to the Borrowers in accordance with Section 9 of this DIP Agreement, such Third DIP Advance to be advanced following the satisfaction of each of the conditions to the Third DIP Advance set out in Section 8 of this DIP Agreement; and

(d) One or more subsequent advances (each, a "**Subsequent DIP Draw**" and together with the First DIP Advance, the Second DIP Advance and the Third DIP Advance, the "**DIP Advances**" and each a "**DIP Advance**") up to the aggregate principal amount $3,537,895.00 shall be made by the DIP Lender to the Monitor, in trust for the Borrowers, to be disbursed in accordance with Section 9 of this DIP Agreement, each such Subsequent DIP Draw to be advanced following the satisfaction of each of the conditions to such

Subsequent DIP Draw set out in Section 8 of this DIP Agreement.

II. Subsequent DIP Draws from the Monitor

Following the advance of the Third DIP Advance, the Borrowers shall apply to the DIP Lender and the Monitor to draw on proceeds available under the DIP Facility in accordance with the following process:

(a) The Borrowers shall issue a request for Subsequent DIP Draw by delivering a draw down certificate, substantially in the form attached hereto as **Schedule "C"** to the DIP Lender, with a copy to the Monitor, which request shall specify the amount of Subsequent DIP Draw requested and shall identify the intended uses for such Subsequent DIP Draw in accordance with the DIP Agreement Cash Flow Projection; and

(b) Subsequent DIP Draws shall be in the minimum principal amount of \$100,000 and in increments of \$100,000 and are to be funded within three (3) business days following delivery of the request for a Subsequent DIP Draw, unless within two (2) business days of delivery of such request for a Subsequent DIP Draw the DIP Lender (after consultation with the Monitor) delivers to the Borrowers a notice of non-consent to such Subsequent DIP Draw as a result of one or more of the applicable conditions precedent not being met or the occurrence of an Event of Default that is continuing and such notice shall include reasonable details outlining any such unsatisfied applicable condition precedent or Event of Default. The DIP Lender, in consultation with the Monitor, may also consent to the making of a Subsequent DIP Draw prior to the second (2nd) business day following delivery of the request for a Subsequent DIP Draw.

The proceeds of each DIP Advance shall be applied by the Borrowers solely in accordance with the DIP Agreement Cash Flow Projection, subject to the Permitted Variance (as defined below), or as may otherwise be agreed to in writing by the DIP Lender, in its sole discretion, from time to time.

Notwithstanding anything to the contrary herein, unless the DIP Lender consents in advance in writing, the Borrowers shall be prohibited from using the proceeds of any DIP Advance to pay: (i) any expenses that are not of a type of expense that falls within an expense line-item contained in the DIP Agreement Cash Flow Projection, subject to the Permitted Variance (and for certainty including the exceptions contained therein); (ii) professional fees of the Borrowers or any other party to contest, challenge or in any way oppose (or support any other person in contesting, challenging or opposing) the DIP Lender on any Court Order; (iii) subject to the preceding subsection (ii), the professional fees of any party, except for such professional fees incurred for and on behalf of the Borrowers, the Monitor, the DIP Lender and the Existing Lenders (as defined below); and (iv) any amounts outstanding as at the date of commencement of the CCAA Proceedings, including without limitation, any amounts owing to trade creditors and other lenders.

For the purposes of this DIP Agreement, "**Permitted Variance**" shall mean an adverse variance of not more than 10% of the aggregate disbursements in the DIP Agreement Cash Flow Projection on a cumulative basis starting on the start date of the initial Cash Flow Projection referred to in the first paragraph of this Section 7 above; provided, however, that the Permitted Variance calculation shall not take into account (i) the Expenses, and (ii) the fees and expenses of Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016 and Creative Wealth Media Equity Fund I in their capacities as existing lenders to certain of the Borrowers (collectively, the "**Existing Lenders**").

8. CONDITIONS PRECEDENT TO DIP FACILITY ADVANCES

1. CONDITIONS TO FIRST DIP ADVANCE

The following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole discretion, prior to the First DIP Advance hereunder:

(a) The Canadian Court shall have issued an initial order in substantially the form attached as **Schedule "D"** hereto (the "**Initial Order**") on or before July 19, 2023, the effect of which, among other things, is to authorize and approve the DIP Facility on the terms and conditions hereof including without limitation the DIP Charge (as defined below) securing the principal amount of $1,751,409.00, plus interest fees and expenses payable pursuant to this DIP Agreement, and the other DIP Obligations not constituting the principal amount thereof with the priority contemplated herein, and such

Initial Order shall have been obtained on notice to such parties required by the DIP Lender;

(b) The Borrowers shall have filed with the US Court a Petition for an Order Granting Provisional Relief to the Borrowers in a form acceptable to the DIP Lender in its sole discretion (the "**Provisional Relief Order**"), the effect of which shall be to, among other things, recognize the CCAA Proceedings and the Initial Order, and approve the DIP Facility and the DIP Charge, all on terms acceptable to the DIP Lender in its sole discretion;

(c) Delivery to the DIP Lender, with a copy to the Monitor of a drawdown certificate, in substantially the form set out in **Schedule "C"** hereto, executed by an officer on behalf of the Borrowers, certifying, *inter alia*, that the proceeds of the First DIP Advance requested thereby will be applied solely (i) to pay Jones & Walden, LLC ("**JW**"), in its capacity as US counsel to the Borrowers, up to $190,000.00 in satisfaction of JW's costs and expenses incurred in connection with the preparation of the Chapter 15 Proceedings on or before 5:00 p.m. (Eastern Standard Time) on July 21, 2023 (the "**JW Payment**") and (ii) in accordance with the DIP Agreement Cash Flow Projection and Section 3 of this DIP Agreement, that the Borrowers are in compliance with the Court Orders, and that no Default or Event of Default has occurred or is continuing;

(d) The Initial Order shall be in full force and effect and shall not have been vacated, stayed or otherwise caused to become ineffective, or amended in a manner prejudicial to the DIP Lender;

(e) There is no Default or Event of Default that has occurred and is continuing, nor will any such event occur as a result of the First DIP Advance;

(f) No material adverse change in the financial condition or operation of the Borrowers or otherwise affecting the Borrowers shall have occurred after the date hereof;

(g) Each of the representations and warranties made in this DIP Agreement shall be true and correct in all material respects as of the date made or deemed made and as of the date of the First DIP Advance (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made);

(h) There are no pending motions for leave to appeal, appeals, or injunctions relating to the Initial Order, the DIP Facility, the DIP Charge or this DIP Agreement, or pending litigation seeking to restrain, vary or prohibit the operation of all or any part of the Initial Order or this DIP Agreement;

(i) The DIP Lender has received, as and when required hereunder, all information to which it is entitled hereunder (including, without limitation, the information and cash flow projections required pursuant to Section 6 of this DIP Agreement);

(j) There shall be no liens ranking in priority to the DIP Charge except for the Admin Charge (as defined below) and the KERP Charge (as defined below) (if applicable);

(k) The Borrowers shall have paid all government statutory liens, trusts and other claims arising after the commencement of the Insolvency Proceedings (but for greater certainty, not including any such claims in existence at the time of the commencement of the Insolvency Proceedings) including, without limitation, source deductions (including similar employee remittances in respect of employees in the United States and the United Kingdom, if applicable), except, in each case, for any such amounts that are not yet due and payable or which are in dispute; and

(l) The Borrowers shall be in compliance with all Court Orders.

2. CONDITIONS TO SECOND DIP ADVANCE

The following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole discretion, prior to the Second DIP Advance hereunder:

(a) The US Court shall have issued the Provisional Relief Order, the effect of which shall be to, among other things, recognize the CCAA Proceedings and the Initial Order, and approve the DIP Facility and the DIP

Charge, all on terms acceptable to the DIP Lender in its sole discretion;

(b) Delivery to the DIP Lender, with a copy to the Monitor of a drawdown certificate, in substantially the form set out in **Schedule "C"** hereto, executed by an officer on behalf of the Borrowers, certifying, *inter alia*, that the proceeds of the Second DIP Advance requested thereby will be applied solely in accordance with the DIP Agreement Cash Flow Projection and Section 3 of this DIP Agreement, that the Borrowers are in compliance with the Court Orders, and that no Default or Event of Default has occurred or is continuing;

(c) The Initial Order and the Provisional Relief Order shall be in full force and effect and shall not have been vacated, stayed or otherwise caused to become ineffective, or amended in a manner prejudicial to the DIP Lender;

(d) There is no Default or Event of Default that has occurred and is continuing, nor will any such event occur as a result of the Second DIP Advance;

(e) No material adverse change in the financial condition or operation of the Borrowers or otherwise affecting the Borrowers shall have occurred after the date hereof;

(f) Each of the representations and warranties made in this DIP Agreement shall be true and correct in all material respects as of the date made or deemed made and as of the date of the Second DIP Advance (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made);

(g) There are no pending motions for leave to appeal, appeals, or injunctions relating to the Initial Order, the DIP Facility, the DIP Charge or this DIP Agreement, or pending litigation seeking to restrain, vary or prohibit the operation of all or any part of the Initial Order or this DIP Agreement;

(h) The DIP Lender has received, as and when required hereunder, all information to which it is entitled hereunder (including, without limitation, the information and cash flow projections required pursuant to Section 6 of this DIP Agreement);

(i) There shall be no liens ranking in priority to the DIP Charge except for the Admin Charge and the KERP Charge (if applicable);

(j) The Borrowers shall have paid all government statutory liens, trusts and other claims arising after the commencement of the Insolvency Proceedings (but for greater certainty, not including any such claims in existence at the time of the commencement of the Insolvency Proceedings) including, without limitation, source deductions (including similar employee remittances in respect of employees located in the United States and United Kingdom, if applicable), except, in each case, for any such amounts that are not yet due and payable or which are in dispute;

(k) The Borrowers shall be in compliance with all Court Orders; and

(l) The Borrowers shall have paid the JW Payment on or before 5:00 p.m. (Eastern Standard Time) on July 21, 2023.

3. CONDITIONS TO THIRD DIP ADVANCE

The following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole discretion, prior to the Third DIP Advance hereunder:

(a) The Canadian Court shall have issued an amended and restated initial order in form and substance satisfactory to the DIP Lender in its sole discretion (the "**ARIO**") on or before July 29, 2023, the effect of which, among other things, is to authorize and approve the DIP Facility on the terms and conditions hereof including without limitation the DIP Charge securing the principal amount of $6,200,000.00 and the other DIP Obligations not constituting the principal amount thereof with the priority contemplated herein, and such ARIO shall have been obtained on notice to all parties entitled thereto pursuant to the CCAA or otherwise required by the DIP Lender;

(b) The US Court shall have issued an Order Granting Additional Provisional Relief (the "**Additional**

Provisional Relief Order"), the effect of which shall be to, among other things, recognize the ARIO and approve the DIP Facility and the DIP Charge in accordance with the terms of the ARIO, all on terms acceptable to the DIP Lender in its sole discretion;

(c) The Canadian Court shall have issued an order (the "**SISP Order**") approving a sales and investment solicitation process (the "**SISP**") on or before July 29, 2023, relating to the sale of all or substantially all of the assets of the Borrowers, which SISP Order and SISP shall be in a form and substance satisfactory to the DIP Lender in its sole discretion;

(d) The ARIO, the SISP Order, the Additional Provision Relief Order and other Court Orders in the Insolvency Proceedings shall be in full force and effect and shall not have been vacated, stayed or otherwise caused to become ineffective or amended in a manner prejudicial to the DIP Lender;

(e) Delivery to the DIP Lender, with a copy to the Monitor of a drawdown certificate, in substantially the form set out in **Schedule "C"** hereto, executed by an officer on behalf of the Borrowers, certifying, *inter alia*, that the proceeds of the Third DIP Advance requested thereby will be applied solely in accordance with the DIP Agreement Cash Flow Projection and Section 3 of this DIP Agreement, that the Borrowers are in compliance with the Court Orders, and that no Default or Event of Default has occurred or is continuing;

(f) There is no Default or Event of Default that has occurred and is continuing, nor will any such event occur as a result of the Third DIP Advance;

(g) No material adverse change in the financial condition or operation of the Borrowers or otherwise affecting the Borrowers shall have occurred after the date hereof;

(h) Each of the representations and warranties made in this DIP Agreement shall be true and correct in all material respects as of the date made or deemed made and as of the date of the Third DIP Advance (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made);

(i) The DIP Lender has received, as and when required hereunder, all information to which it is entitled hereunder (including, without limitation, the information and cash flow projections required pursuant to Section 6 of this DIP Agreement);

(j) There are no pending motions for leave to appeal, appeals, or injunctions relating to the ARIO, the DIP Facility, the DIP Charge or this DIP Agreement, or pending litigation seeking to restrain, vary or prohibit the operation of all or any part of the ARIO or this DIP Agreement;

(k) The Borrowers shall have paid all government statutory liens, trust and other claims arising after the commencement of the Insolvency Proceedings (but for greater certainty, not including any such claims in existence at the time of the commencement of the Insolvency Proceedings) including, without limitation, source deductions, except, in each case, for any such amounts that are not yet due and payable or which are in dispute;

(l) There shall be no liens ranking in priority to the DIP Charge except for the Admin Charge and KERP Charge (if applicable);

(m) All Expenses for which invoices have been provided to the Borrowers shall have been paid, or arrangements satisfactory to the DIP Lender shall have been made to pay such amounts; and

(n) The Borrowers shall be in compliance with all Court Orders.

4. CONDITIONS TO EACH SUBSEQUENT DIP DRAW

The following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole discretion, prior to each Subsequent DIP Draw hereunder:

(a) The ARIO, the SISP Order, the Additional Provisional Relief Order and other Court Orders in the Insolvency Proceedings shall be in full force and effect and shall not have been vacated, stayed or otherwise caused to become ineffective or amended in a manner prejudicial to the DIP Lender;

(b) Delivery to the DIP Lender, with a copy to the Monitor, of a drawdown certificate, in substantially the form set out in **Schedule "C"** hereto, executed by an officer on behalf of the Borrowers, certifying, *inter alia*, that the proceeds of the Subsequent DIP Draw requested thereby will be applied solely in accordance with the DIP Agreement Cash Flow Projection and Section 3 of this DIP Agreement, that the Borrowers are in compliance with the Court Orders, and that no Default or Event of Default has occurred or is continuing;

(c) At the time the Subsequent DIP Draw is requested, the current employees and contractors of each of the Borrowers, including senior management, are satisfactory to the DIP Lender in its sole discretion;

(d) There is no Default or Event of Default that has occurred and is continuing, nor will any such event occur as a result of the Subsequent DIP Draw;

(e) No material adverse change in the financial condition or operation of the Borrowers or otherwise affecting the Borrowers shall have occurred after the date hereof;

(f) Each Subsequent DIP Draw (together with all previous DIP Advances) must be no greater in the aggregate than the Maximum Amount and shall be subject to the terms and conditions hereof;

(g) Each of the representations and warranties made in this DIP Agreement shall be true and correct in all material respects as of the date made or deemed made and of the date of each Subsequent DIP Draw (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made);

(h) The DIP Lender has received, as and when required hereunder, all information to which it is entitled hereunder (including, without limitation, the information and cash flow projections required pursuant to Section 6 of this DIP Agreement);

(i) There are no pending motions for leave to appeal, appeals, or injunctions relating to the DIP Facility, any Court Orders, the DIP Charge or this DIP Agreement, or pending litigation seeking to restrain, vary or prohibit the operation of all or any part of any Court Orders or this DIP Agreement;

(j) There shall be no liens ranking in priority to the DIP Charge except for the Admin Charge and KERP Charge (if applicable);

(k) The Borrowers shall have paid all government statutory liens, trust and other claims arising after the commencement of the Insolvency Proceedings (but for greater certainty, not including any such claims in existence at the time of the commencement of the Insolvency Proceedings) including, without limitation, source deductions (including similar employee remittances in respect of employees in the United States and the United Kingdom, if applicable), except, in each case, for any such amounts that are not yet due and payable or which are in dispute;

(l) The Borrowers shall have diligently and in good faith implemented and be conducting or have conducted, as applicable, the SISP in accordance with the SISP Order;

(m) All Expenses for which invoices have been provided to the Borrowers shall have been paid, or arrangements satisfactory to the DIP Lender shall have been made to pay such amounts; and

(n) The Borrowers shall be in compliance with all Court Orders.

Notwithstanding the foregoing or any other provision of this DIP Agreement, to the extent that an emergency cash need arises in the Borrowers' business that is not contemplated in the DIP Agreement Cash Flow Projection, the Borrowers may request a Subsequent DIP Draw from the DIP Lender by providing written particulars relating to such emergency cash need to the DIP Lender and the Monitor, which Subsequent DIP Draw shall only be permitted with the prior written consent of the DIP Lender delivered to the Borrowers and the Monitor, in the DIP Lender's sole and absolute discretion, and provided further that in no case shall the Maximum Amount be exceeded.

9. DISBURSEMENTS

The proceeds of the First DIP Advance, the Second DIP Advance and the Third DIP Advance shall be funded by the DIP Lender into the Borrowers' account noted in **Schedule "E"** hereto (the "**Borrowers' Account**").

The proceeds of each Subsequent DIP Draw shall be funded by the DIP Lender into a segregated trust account to be established and maintained by the Monitor (the "**Monitor's Trust Account**") solely for the purpose of administering DIP Advances in accordance with the terms of this DIP Agreement and the Court Orders of the Courts issued in the Insolvency Proceedings from time to time. The proceeds of each Subsequent DIP Draw shall be held in trust by the Monitor in the Monitor's Trust Account, to be disbursed solely in accordance with the terms of this DIP Agreement and the Court Orders of the Courts issued in the Insolvency Proceedings from time to time.

The Monitor shall provide the DIP Lender with account details for the Monitor's Trust Account in writing no less than three (3) business days prior to each Subsequent DIP Draw.

The proceeds of each Subsequent DIP Draw shall be deposited by the Monitor by way of direct deposit to the Borrowers' Account.

10. VOLUNTARY PREPAYMENTS:

The Borrowers may prepay the DIP Obligations at any time prior to the Maturity Date by effecting payment to the DIP Lender, to an account to be specified in writing in advance, in minimum amounts of $500,000 and in increments of $100,000 in excess thereof, without premium or penalty, and any amounts so prepaid may not be re-borrowed by the Borrowers hereunder.

11. INTEREST RATE:

The outstanding principal amount of all DIP Advances shall bear interest from the date of advance at a rate per annum equal to 15% (the "**Interest Rate**"), and upon the occurrence and during the continuance of an Event of Default, the Interest Rate shall be increased by an additional 2% per annum, payable monthly in arrears on the last business day of each calendar month.

The Borrowers shall pay interest on all DIP Advances by adding such accrued interest to the principal amount of the DIP

Obligations on the last business day of each calendar month. Amounts representing the interest payable hereunder that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with this Section 11.

Interest on all DIP Advances shall accrue daily from and after the date of such DIP Advance to the Borrowers or the Monitor, as the case may be, to, but excluding, the date of repayment, as well as before and after maturity, demand and default and before and after judgment, and shall be calculated and compounded on a daily basis on the principal amount of such advances and any overdue interest remaining unpaid from time to time and on the basis of the actual number of days elapsed in a year of 365 days.

For the purposes of the *Interest Act* (Canada), the annual rates of interest referred to in this DIP Agreement calculated in accordance with the foregoing provisions of this DIP Agreement, are equivalent to the rates so calculated multiplied by the actual number of days in a calendar year and divided by 365 or 366, as the case may be.

If any provision of this DIP Agreement or any ancillary document in connection with this DIP Agreement would obligate the Borrowers to make any payment of interest or other amount payable to the DIP Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the DIP Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the DIP Lender of interest at a criminal rate and any such amounts actually paid by the Borrowers in excess of the adjusted amount shall be forthwith refunded to the Borrowers.

12. DIP SECURITY:

All of the DIP Obligations shall be secured by a Court-ordered charge (the "**DIP Charge**") over all present and after-acquired property, assets and undertakings of the Borrowers (including for greater certainty and without limitation, insurance proceeds, intellectual property, goods, documents of title, investment property, securities now owned or hereafter owned or acquired by or on behalf of the Borrowers and those assets set forth on the financial statements of the Borrowers), including all proceeds therefrom and all causes of action of the Borrowers (collectively, the "**Collateral**").

The DIP Charge shall be a super-priority charge which shall rank ahead of all existing, liens, claims, trusts and charges, but shall be subject to and shall rank behind an administration charge (the "**Admin Charge**") in the maximum amount of $500,000.00 to secure payment of the fees, expenses and disbursements of: (i) the Borrowers' Canadian, US and, if determined necessary, in the sole discretion of the DIP Lender, UK counsel; (ii) the Monitor and its Canadian, US and, if determined necessary, in the sole discretion of the DIP Lender, UK counsel; and (iii) if necessary, a charge in an amount acceptable to the DIP Lender, in its sole discretion, to secure a key employee retention plan for certain of the Borrowers' critical employees (the "**KERP Charge**"). For greater certainty, the DIP Charge shall rank in priority to the following additional priority charges: (A) a charge in an amount not to exceed $724,000.00 in favour of the officers and directors of the Borrowers (the "**D&O Charge**") to secure the customary obligations and liabilities that they may incur in such capacity from and after the commencement of the Insolvency Proceedings as a backstop to any available directors' and officers' insurance and to the extent that any funds in trust for such persons are not sufficient to satisfy such claims; and (B) if necessary, a charge in an amount acceptable to the DIP Lender, in its sole discretion, to secure intercompany advances between certain of the Borrowers (the "**Intercompany Charge**").

13. MANDATORY REPAYMENTS:

The proceeds of any debt or equity issuance by the Borrowers that occurs from and after the date hereof, and the proceeds of Collateral (for greater certainty, net of reasonable costs and closing adjustments, as applicable), including, without limitation, arising from: (a) any sale of Collateral out of the ordinary course of business (including for greater certainty, any sale of all or substantially all of the Collateral); or (b) insurance proceeds in respect of any damage, loss or destruction of the Collateral (collectively, the "**Net Proceeds**") shall be paid: (i) first, to satisfy the Admin Charge and KERP Charge (if applicable); (ii) second, to satisfy the DIP Obligations; (iii) third, to satisfy any other priority charges in accordance with their priorities; (iv) fourth, to satisfy other indebtedness and liabilities of the Borrowers as may be ordered by the Court in accordance with their priorities; and (v) fifth, to the Borrowers or such other persons as are entitled thereto in accordance with applicable law.

The Maximum Amount shall be permanently reduced in an amount equal to the Net Proceeds paid to the DIP Lender and applied to the aggregate principal amount of the DIP Advances in accordance with Section 5 of this DIP Agreement. For greater certainty, any mandatory repayments shall not be subject to any premium or penalty.

14. REPRESENTATIONS AND WARRANTIES:

Each of the Borrowers jointly and severally represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this DIP Agreement, that subject to the entry of the Initial Order and the Provisional Relief Order:

(a) Each Borrower is a corporation duly incorporated and validly existing under the laws of its governing jurisdiction and is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which the nature of its assets or business makes such qualification necessary, except where the failure to have such qualification, license or registration would not have a Material Adverse Effect (as defined below). For the purpose of this DIP Agreement, "**Material Adverse Effect**" means a material adverse effect on: (i) the financial condition, business or assets of the Borrowers; or (ii) the ability of the Borrowers to comply with their obligations hereunder or under any Court Order;

(b) Subject to the granting of the Initial Order, the Provisional Relief Order, the ARIO and the Additional Provisional Relief Order, as the case may be, each Borrower has all requisite corporate or other power and authority to: (i) carry on its business; (ii) own property, borrow monies and enter into agreements therefor; and (iii) execute and enter into this DIP Agreement and observe and perform the terms and provisions hereof;

(c) Subject to the granting of the Initial Order, the Provisional Relief Order, the ARIO or the Additional Provisional Relief Order, as the case may be, the execution and delivery of this DIP Agreement by each Borrower and the performance by each Borrower of its obligations hereunder has been duly authorized by all necessary corporate or other action and any actions required under applicable laws. Except as has been obtained and is in full force and effect, no registration, declaration, consent, waiver or authorization of, or filing with or notice to, any governmental body is required to be obtained in connection with the performance by the Borrowers of their obligations under this DIP Agreement;

(d) Subject to the granting of the Initial Order, Provisional Relief Order, the ARIO or the Additional Provisional Relief Order, as the case may be, this DIP Agreement has been duly executed and delivered by each Borrower and constitutes a legal, valid and binding obligation of each Borrower, enforceable against it in accordance with its terms, subject only to any limitation under applicable laws relating to: (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; (ii) the fact that specific performance and injunctive relief may only be given at the discretion of the courts; and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments;

(e) The execution and delivery of this DIP Agreement by each Borrower and the performance by each Borrower of its obligations hereunder and compliance with the terms, conditions and provisions hereof, will not conflict with or result in a breach in any material respect of any of the terms, conditions or provisions of: (i) its constating documents (including any shareholders' agreements) or by-laws; (ii) any applicable laws; (iii) except as stayed pursuant to the Insolvency Proceedings by the terms of the Initial Order, the Provisional Relief Order, the ARIO or the Additional Provisional Relief Order, as the case may be, any contractual restriction binding on or affecting it or its material properties; or (iv) any material judgment, injunction, determination or award which is binding on it;

(f) Each Borrower is in compliance with all applicable laws of each jurisdiction in which its business has been or is being carried on, non-compliance with which would reasonably be expected to have a Material Adverse Effect;

(g) Unless previously disclosed or otherwise known to the DIP Lender or the Existing Lenders, to the Borrowers'

Knowledge (as defined below), there are no actions, suits or proceedings pending, taken or, threatened, before or by any governmental body or by any elected or appointed public official or private person in Canada or elsewhere, whether or not having the force of law, which would reasonably be expected to have a Material Adverse Effect and have not been stayed pursuant to the Insolvency Proceedings. For the purpose of this DIP Agreement "**Borrowers' Knowledge**" means the actual knowledge of the senior officers and directors of the Borrowers and the knowledge that such individuals would have had if they had conducted a reasonably diligent inquiry into the relevant subject matter;

(h) The DIP Agreement Cash Flow Projection includes a provision for payment of all projected obligations of any kind whatsoever reasonably anticipated by the Borrowers on the date hereof that, if not paid, could result in statutory liens ranking in priority to the DIP Charge, except for purchase money security interests;

(i) As at the date of the Initial Order, the Borrowers have good and marketable title to all of the Collateral;

(j) Except as previously disclosed in writing by the Borrowers to the DIP Lender and set out on **Schedule "F"**, as at June 20, 2023, each Borrower has filed all material tax returns that are required to be filed and has in all material respects paid all taxes, interest and penalties, if any, which have become due pursuant to such returns or pursuant to any assessment received by it, except any such assessment that is being contested in good faith by proper legal proceedings. Without limiting the foregoing, all employee source deductions (including in respect of income taxes, employment insurance and Canada Pension Plan) payroll taxes and workers' compensation dues are currently paid and up to date, subject to normal course accruals, except as previously disclosed in writing by the Borrowers to the DIP Lender and set out on **Schedule "F"**;

(k) Except as previously disclosed in writing by the Borrowers to the DIP Lender and set out on **Schedule "G"**, there are no actions, suits or proceedings (including any tax-related matter) by or before any arbitrator or governmental authority or by any other person pending against or threatened against or affecting each Borrower that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect that have not been stayed pursuant to the Insolvency Proceedings;

(l) Each Borrower maintains insurance policies and coverage that: (i) is sufficient for compliance with any applicable law and all material agreements to which it is a party; and (ii) provide adequate insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons engaged in the same or similar business to the assets and operations of such Borrower;

(m) All factual information provided by or on behalf of each Borrower to the DIP Lender for the purposes of or in connection with this DIP Agreement or any transaction contemplated herein, is true and accurate in all material respects on the date as of which such information is dated or certified and remains true in all material respects as of the date provided and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided. With respect to any projections, future business plans or forward looking financial statements, the Borrowers are not guaranteeing in giving this representation and warranty that the actual future results will be as forecast or projected (but, for greater certainty, the DIP Lender has all of its rights hereunder in the event that such actual future results are not as forecast or projected, including, without limitation, as provided for in Section 18(e) of this DIP Agreement); and

(n) As of the date hereof, each Borrower does not administer any pension plans (for clarity, other than a "401k plan" in the United States) and does not have any outstanding payment obligations in respect of special payments or amortization payments, including without limitation, in respect of any pension plan, payments related to post-retirement benefits, solvency deficiencies or wind-up shortfalls in relation to any pension plan.

15. AFFIRMATIVE COVENANTS:

Each of the Borrowers jointly and severally covenants and agrees to do the following until such time as the DIP Obligations are indefeasibly repaid in full or otherwise satisfied through "credit bidding" pursuant to the SISP:

(a) Keep the DIP Lender apprised on a timely basis of all material developments with respect to the Collateral and the business and affairs of the Borrowers;

(b) Subject to the terms of the SISP and the SISP Order, keep the DIP Lender apprised on a timely basis of all material developments with respect to the SISP, and cause its legal counsel to do the same, including, without limitation, by providing copies of all offers (whether binding or not) to the DIP Lender;

(c) Perform its obligations hereunder and under any other contract or agreement with the DIP Lender or any of its affiliates as and when required and in the manner required;

(d) Use the proceeds of the DIP Facility (at all times solely in accordance with the terms hereof and the DIP Agreement Cash Flow Projections subject to the Permitted Variance) only for the limited purpose of facilitating the Insolvency Proceedings, including the SISP and for the purpose of funding: (i) transaction costs and expenses incurred by the DIP Lender in connection with the DIP Facility; (ii) professional fees and expenses incurred by the Borrowers, the Monitor and the DIP Lender in respect of the Insolvency Proceedings; and (iii) operating costs, expenses, capital expenditures and ordinary course liabilities (including, without limitation, wages, vacation pay and active employee benefits) of the Borrowers;

(e) Comply with the provisions of the court orders made in connection with the Insolvency Proceedings (collectively, the "**Court Orders**" and each a "**Court Order**");

(f) Preserve, renew and keep in full force the Borrowers' corporate or other existence and all material licenses, permits or approvals required in respect of their respective business, properties, assets or any activities or operations carried out therein;

(g) Maintain the insurance in existence of the date hereof with respect to the Collateral;

(h) Conduct its activities in accordance with the DIP Agreement Cash Flow Projection, subject to the Permitted Variance;

(i) Promptly notify the DIP Lender and the Monitor of the occurrence of any Event of Default, or of any event or circumstance (a "**Default**") that may, with the passage of time or the giving of notice, constitute an Event of Default;

(j) Promptly notify the DIP Lender and the Monitor of the commencement of, or receipt of notice of intention to commence, any action, suit, investigation, litigation or proceeding before any court, governmental department, board, bureau, agency or similar body affecting the Borrowers;

(k) Promptly after the same is available, but in no event later than the day that is three (3) business days prior to the date on which the same is to be served or if such advance notice is not possible then as soon as reasonably practicable prior to the date on which the same is to be served, provide copies to the DIP Lender of all pleadings, motion records, application records, judicial information, financial information and other documents filed by or on behalf of the Borrowers in the Insolvency Proceedings;

(l) Subject to the CCAA and the Court Orders, comply in all material respects with all applicable laws, rules and regulations applicable to its business, including, without limitation, health and safety, and environmental laws;

(m) With the consent of the DIP Lender, except where a stay of proceedings or Court Order otherwise applies, pay when due all government statutory liens, trust and other Crown claims including employee source deductions, outstanding source deductions owing by the Borrowers prior to the commencement of the Insolvency Proceedings in accordance with the Side Letter Agreement dated June 27, 2023 among certain of the Borrowers and Existing Lenders, GST, HST, PST, employer health tax, and workplace safety and insurance premiums, but only with respect to: (i) payments that rank in priority to the DIP Charge; (ii) payments that are otherwise authorized pursuant to Court Order; or (iii) payments of commercial liability and directors' and officers' insurance premiums to maintain such insurance policies;

(n) Treat as unaffected the DIP Obligations in any plan of compromise or arrangement, proposal or any other restructuring whatsoever;

(o) At all times be and remain subject to the Insolvency Proceedings until the DIP Obligations are irrevocably and unconditionally repaid in full or otherwise satisfied through credit bidding pursuant to the SISP, with no further right to DIP Advances;

(p) Ensure that all motion records, pleadings, application records, orders and other documents (collectively, the "**Court Documents**") filed, proposed, sought, served, and obtained by the Borrowers or in respect of which the Borrowers consent or do not object, in or in connection with the Insolvency Proceeding shall be in form and substance reasonably satisfactory to the DIP Lender, and provide to the DIP Lender copies of such Court Documents as soon as practicable prior to any filing or service in the Insolvency Proceedings, but in no event later than the day that is three (3) business days prior to the date on which the same is to be served or if such advance notice is not possible then as soon as reasonably practicable prior to the date on which the same is to be served;

(q) Subject to the Court Orders, grant the DIP Lender and its professional advisors reasonable access to the Collateral and their business, properties, and books and records; and

(r) Conduct the SISP strictly in accordance with its terms (including milestones and timelines) and strictly comply with the SISP Order.

16. NEGATIVE COVENANTS:

Each of the Borrowers jointly and severally covenants and agrees not to do the following or permit any subsidiary to do the following while any DIP Obligations remain outstanding, other than with the prior written consent of the DIP Lender or pursuant to an Order of the Court:

(a) Transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking except: (i) where permitted pursuant to the Initial Order or ARIO; and (ii) where such transaction results in the repayment of DIP Obligations in accordance with Section 13 of this DIP Agreement;

(b) Make any payment of principal or interest in respect of any indebtedness outstanding prior to Initial Order ("**Existing Indebtedness**") other than as may be permitted or required herein or by a Court Order;

(c) Create or permit to exist indebtedness for borrowed money other than: (i) Existing Indebtedness; (ii) debt contemplated by this DIP Facility; and (iii) post-filing trade credit obtained in the ordinary course of business, in accordance with the DIP Agreement Cash Flow Projection;

(d) Permit any new liens to exist on any Collateral other than the Admin Charge, the KERP Charge (if applicable), the DIP Charge, the D&O Charge and the Intercompany Charge (if applicable);

(e) Either: (i) change its name, amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity; or (ii) make any changes to its organizational documents that could be adverse to the DIP Lender;

(f) Other than as permitted by the terms of this DIP Agreement, make any acquisitions, investments or loans to any person or guarantee the obligations of any person, other than those in existence on the date hereof and disclosed to the DIP Lender in writing;

(g) Enter into any transaction with any affiliate other than: (i) any transaction on terms and conditions at least as favourable to the Borrowers as could reasonably be obtained in an arm's-length transaction; or (ii) those in existence on the date hereof and disclosed to the DIP Lender in writing;

(h) Pay any dividends, distributions or advances to shareholders of the Borrowers, or any management bonus or similar payments except to the extent provided for in the DIP Agreement Cash Flow Projection;

(i) Engage in new businesses;

(j) Change its fiscal year or accounting practices;

(k) Issue any equity;

(l) Take any action (or in any way support the taking of any action by another person) that has, or may have, a material adverse impact on the rights and interests of the DIP Lender, including, without limitation, any action in furtherance of challenging the validity, enforceability or amount of the DIP Obligations; and

(m) Except in accordance with the SISP Order, commence, continue or seek any stakeholder or court approval for any sale, restructuring transaction or plan without the prior written consent of the DIP Lender in its sole discretion.

17. INDEMNITY AND RELEASE:

The Borrowers agree to indemnify and hold harmless the DIP Lender, the Existing Lenders and each of their respective directors, officers, employees, partners, agents, attorneys, advisors and affiliates (all such persons and entities being referred to hereafter as "**Indemnified Persons**", and each, an "**Indemnified Person**") from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against or involve any Indemnified Person as a result of or arising out of or in any way related to or resulting from the Insolvency Proceedings, this DIP Agreement or any advance made hereunder, and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including, without limitation, any inquiry or investigation) or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise); provided, however, the Borrowers shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or willful misconduct of such Indemnified

Person as finally determined by a court of competent jurisdiction. For the avoidance of doubt, this indemnity does not apply to fees and costs, including legal fees, incurred by the Existing Lenders in connection with existing suits, actions or litigation in Canada and the United States in which the Existing Lenders (or any one of them) are co-defendants with the Borrowers.

The indemnities granted under this DIP Agreement shall survive any termination of the DIP Facility.

The Borrowers shall not contest, challenge or in any way oppose (or support any other person in contesting, challenging or opposing) the validity and enforceability of the DIP Obligations or any loan, security or other documents relating thereto. The Borrowers further covenant to, and do hereby, release the DIP Lender solely in its capacity as lender hereunder and its respective predecessors, successors, agents, advisors, representatives and assigns of and from all claims and liabilities relating to any act or omission related to this DIP Agreement that occurred prior to the date of this DIP Agreement.

18. EVENTS OF DEFAULT:

The occurrence of any one or more of the following events, without the prior written consent of the DIP Lender, shall constitute an event of default ("**Event of Default**") under this DIP Agreement:

(a) The issuance of any order terminating the CCAA Proceedings or the Chapter 15 Proceedings, or lifting the stay in the CCAA Proceedings or the Chapter 15 Proceedings to permit the enforcement of any security against any of the Borrowers or the Collateral (being Collateral with an aggregate fair market value as reasonably determined by the Borrowers in excess of $100,000), or the appointment of a receiver and manager, receiver, interim receiver or similar official or the making of a bankruptcy order against any of the Borrowers or the Collateral;

(b) The issuance of an order granting a lien of equal or superior status to that of the DIP Charge, other than as provided in Section 12 of this DIP Agreement;

(c) The issuance of any Court Order: (i) staying, reversing, vacating or otherwise modifying the DIP Charge; or (ii) that adversely impacts or could reasonably be expected to adversely impact the rights and interests of the DIP Lender in connection with the Collateral or under this DIP Agreement or any Court Order, as determined by the DIP Lender in its sole discretion, acting reasonably; provided; however, that any such order that provides for payment in full forthwith of all of the DIP Obligations shall not constitute an Event of Default;

(d) Failure of the Borrowers to pay any principal, interest, fees or any other amounts, in each case when due and owing hereunder (subject to a three (3) business day cure period in the case of interest, fees and any other amounts (other than principal amounts) due hereunder);

(e) Any update to the DIP Agreement Cash Flow Projection required to be made in accordance with Section 6 of this DIP Agreement indicating that the Borrowers would require additional funding above the Maximum Amount to meet their obligations at any time during the period of the DIP Agreement Cash Flow Projection;

(f) Any representation or warranty by any of the Borrowers herein or in any certificate delivered by any of the Borrowers to the DIP Lender shall be incorrect or misleading in any material respect as of the date made or deemed made;

(g) A Court Order is made, a liability arises or an event occurs, including any change in the business, assets, or conditions, financial or otherwise, of the Borrowers, that has or will have a Material Adverse Effect; provided that the forgoing shall exclude changes to the Borrowers' business or its performance solely as a result of (i) the commencement, announcement or continuance of the Insolvency Proceedings or (ii) conducting the SISP;

(h) Any breach of any Court Order upon receipt by the Borrowers of notice from the DIP Lender of such breach by the Borrowers;

(i) Failure of the Borrowers to perform or comply with any other term or covenant under this DIP Agreement and such Default shall continue unremedied for a period of three (3) business days after the earlier of (i) delivery of notice given by the DIP Lender to the Borrowers, with a copy to the Monitor or (ii) the Borrowers' Knowledge of such failure to perform or comply;

(j) The commencement by any Borrower of an action or any other proceeding against the DIP Lender;

(k) The expiry without further extension of the stay of proceedings provided for in the Initial Order or the ARIO, as applicable;

(l) Any change of control of the Borrowers; or

(m) The seeking or support by the Borrowers, or the issuance, of any court order (in the Insolvency Proceedings or otherwise) that is materially inconsistent with the terms of this DIP Agreement.

19. CHIEF RESTRUCTURING OFFICER

At any time during the Insolvency Proceedings, at the request of the DIP Lender and with the consent of the Monitor, the Borrowers will immediately seek the appointment of a Chief Restructuring Officer acceptable to the DIP Lender (the "**CRO**"). The terms of engagement of the CRO, including the remuneration payable to the CRO, must be acceptable to the DIP Lender.

20. REMEDIES:

Upon the occurrence and during the continuance of an Event of Default, whether or not there is availability under the DIP Facility: (a) without any notice to the Borrowers, the Borrowers shall have no right to receive any additional DIP Advances or other accommodation of credit from the DIP Lender except in the sole discretion of the DIP Lender; and (b) the DIP Lender may immediately terminate the DIP Facility and demand immediate payment of all of the DIP Obligations by providing such a notice and demand to the Borrowers, with a copy to the Monitor. With the leave of the Canadian Court sought on not less than three (3) business days' notice to the Borrowers and the Monitor after the occurrence and during the continuance of an Event of Default, the DIP Lender shall have the right to: (a) enforce the DIP Charge and to exercise all other rights and remedies in respect of the DIP Obligations and the DIP Charge, including the right to realize on all Collateral and to apply to the Canadian Court for the appointment of a court-appointed receiver (and seek recognition of such appointment from the US Court), subject to the application of proceeds of realization to the Admin Charge and KERP Charge, if applicable; (b) exercise the rights of a secured party under the *Personal Property Security Act* (British Columbia), the

Personal Property Security Act (Ontario) or any other applicable law relating to the enforcement of liens by secured parties against any type of property, including the Collateral; (c) apply to the Canadian Court for an order on terms satisfactory to the Monitor and the DIP Lender, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceedings; and (d) exercise all such other rights and remedies under the Court Orders and applicable law. No failure or delay by the DIP Lender in exercising any of its rights hereunder or at law shall be deemed a waiver of any kind, and the DIP Lender shall be entitled to exercise such rights in accordance with this DIP Agreement at any time. The rights and remedies of the DIP Lender under this DIP Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, including under the CCAA.

21. COMMITMENT FEE:

The Borrowers shall pay to the DIP Lender a commitment fee (the "**Commitment Fee**"), as compensation for making the DIP Facility available, in an amount equal to 2% of the Maximum Amount (being $124,000.00). The Commitment Fee shall be earned and payable upon execution and delivery of this DIP Agreement to the DIP Lender and approval of this DIP Agreement, the ARIO and the Additional Provisional Relief Order. The Commitment Fee, once earned and payable, shall be non-refundable under all circumstances and shall be paid by adding the amount of such fee to the principal amount of the DIP Obligations on the Maturity Date. Amounts representing the Commitment Fee that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with Section 11 of this DIP Agreement.

22. LEGAL FEES:

The Borrowers shall pay by wire transfer, within seven (7) days of receipt of a summary invoice, all reasonable and documented out-of-pocket expenses, including all reasonable legal expenses on a solicitor-client basis, incurred by the DIP Lender in connection with the Insolvency Proceedings, this DIP Agreement and the DIP Facility, including those with respect to any enforcement of the terms hereof or of the DIP Charge or otherwise incurred in connection with the DIP Facility (the "**Expenses**"). Subject to Court approval of this DIP Agreement, all Expenses shall be non-refundable under all circumstances.

	Notwithstanding the preceding paragraph, at the sole discretion of the DIP Lender, expenses may be paid by adding the amount of the Expenses to the principal amount of the DIP Obligations on the Maturity Date. Amounts representing the Expenses that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with Section 11 of this DIP Agreement.
23. DIP LENDER APPROVALS:	Any consent, approval, instruction or other expression of the DIP Lender to be delivered in writing may be delivered by any written instrument, including by way of email, by the DIP Lender pursuant to the terms hereof.
24. EVIDENCE OF INDEBTEDNESS	The DIP Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrowers to the DIP Lender under the DIP Facility.
25. TAXES:	All payments by the Borrowers under this DIP Agreement to the DIP Lender, including any payments required to be made from and after the exercise of any remedies available to the DIP Lender upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively, "**Taxes**").
26. FURTHER ASSURANCES:	The Borrowers shall, at their expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents and things as the DIP Lender may reasonably request for the purpose of giving effect to this DIP Agreement. Without limiting the foregoing, the Borrowers agree that if so requested by the DIP Lender, acting reasonably, they shall promptly execute and deliver to the DIP Lender any general security agreement or other security documents securing their obligations to the DIP Lender hereunder in forms reasonable and customary for debtor in possession financings, provided however that the execution of any such security document shall not be a condition precedent to funding the Maximum Amount or DIP Advances hereunder.

27. ENTIRE AGREEMENT;	This DIP Agreement, including the schedules hereto constitutes the entire agreement between the parties relating to the subject matter hereof.
28. AMENDMENTS, WAIVERS, ETC.:	No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this DIP Agreement. Any amendment to the terms of this DIP Agreement shall be made in writing and signed by the parties hereto.
29. ASSIGNMENT:	After the occurrence and during the continuance of an Event of Default, the DIP Lender may assign this DIP Agreement and its rights and obligations hereunder, in whole or in part, to any party acceptable to the DIP Lender in its sole and absolute discretion, provided that the Monitor shall have provided its prior written consent based solely on the Monitor being satisfied that the proposed assignee has the financial capacity to act as DIP Lender. Prior to the occurrence and continuance of an Event of Default, the DIP Lender shall not be permitted to assign its rights and obligations hereunder, in whole or in part, without the prior written consent of: (i) the Borrowers, such consent not to be unreasonably withheld; and (ii) the Monitor, including that the Monitor is satisfied that the proposed assignee has the financial capacity to act as DIP Lender. Neither this DIP Agreement nor any right and obligation hereunder may be assigned by the Borrowers.
30. SEVERABILITY:	Any provision in this DIP Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
31. COUNTERPARTS AND SIGNATURES:	This DIP Agreement may be executed in any number of counterparts and by electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this DIP Agreement by signing any counterpart of it.
32. DISCLOSURE	Except as required by applicable laws (including any Court Orders), the Borrowers shall not issue any press release or

make any public announcement concerning this DIP Agreement, the Insolvency Proceedings or the operations of their business (the "**Communications**"), without the prior written consent of the DIP Lender, which is not to be unreasonably withheld. The Borrowers shall provide the DIP Lender with a reasonable opportunity to review and comment on all Communications in respect of this DIP Agreement, the Insolvency Proceedings or the operations of their business to their employees, contractors, business partners and contractual counter-parties or to the public prior to such Communications being issued or published.

33. NOTICES:

Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

(a) In the case of the Borrowers:

BRON Studios
5548 Short Street
Burnaby BC V5J 1L9

Attention: Aaron Gilbert
Email: agilbert@bronstudios.com

With a copy to:

Miller Thomson LLP
40 King Street West, Suite 5800
Toronto, ON M5H 3S1

Attention: Asim Iqbal
Email: aiqbal@millerthomson.com

And to US counsel:

Jones Walden LLC
699 Piedmont Ave NE
Atlanta, GA 30308, USA

Attention: Cameron McCord
Email: cmccord@joneswalden.com

And with a copy to the Monitor:

Grant Thornton Limited
Suite 1600 - 333 Seymour Street

Vancouver, BC V6B 0A4

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

And with a copy to the Monitor's Counsel:

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Attention: John Birch
Email: jbirch@cassels.com

(b) In the case of the DIP Lender:

Creative Wealth Media Lending LP 2016

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

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

With a copy to:

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

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

And with a copy to:

Parker, Hudson, Rainer & Dobbs LLP
303 Peachtree Street NE, Suite 3600
Atlanta, GA 30308, USA

Attention: Bryan Bates
Email: bbates@phrd.com

Any such notice shall be deemed to be given and received, when received, unless received after 5:00 PT or on a day other than a business day, in which case the notice shall be deemed to be received the next business day.

34. GOVERNING LAW AND JURISDICTION:

This DIP Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

35. CURRENCY AND JUDGMENT CURRENCY:

Unless otherwise specified herein, all dollar amounts are in the lawful currency of the United States of America. The Borrowers shall pay to the DIP Lender all payments on account of principal and interest hereunder in lawful money of the United States of America.

If in the recovery by the DIP Lender of any amount owing by the Borrowers hereunder in any currency, judgment can only be obtained in another currency and because of changes in the exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the amount received by the DIP Lender is less than the recovery provided for under the judgment, the Borrowers shall immediately pay any such shortfall to the DIP Lender and such shortfall can be claimed by the DIP Lender against the Borrowers as an alternative or additional cause of action.

[- Signature pages follow -]

IN WITNESS HEREOF, the parties hereby execute this DIP Agreement as at the date first above mentioned.

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

DocuSigned by:

Per: Richard McConnell

C317D020236B4E5...

Name: Richard McConnell

Title: President

BRON ANIMATION INC.

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON CREATIVE CORP.

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON DEVELOPMENTS INC.

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON MEDIA CORP.

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON MEDIA HOLDINGS INTL. CORP.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON MEDIA HOLDINGS USA INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON RELEASING INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON STUDIOS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON VENTURES 1 (CANADA) CORP

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON EVEREST PRODUCTIONS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

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FABLES PRODUCTIONS BC INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

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GOSSAMER PRODUCTIONS BC INC.

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

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HENCH 2 BC PRODUCTIONS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

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HENCHMEN PRODUCTIONS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL PC BC INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

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WINDOR PRODUCTIONS BC INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON CREATIVE USA, CORP.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON DIGITAL USA, LLC

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

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

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON MEDIA HOLDINGS USA CORP.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON RELEASING USA INC.

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BRON STUDIOS USA INC.

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Title: Chief Executive Officer

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BRON VENTURES 1, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON STUDIOS USA DEVELOPMENTS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BAKHORMA, LLC

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

Name: Aaron Gilbert
Title: Chief Executive Officer
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DRUNK PARENTS, LLC

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

Name: Aaron Gilbert
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FABLES HOLDINGS USA, LLC

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FABLES PRODUCTIONS USA INC

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GOSSAMER HOLDINGS USA, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

GOSSAMER PRODUCTIONS USA INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

HARRY HAFT PRODUCTIONS, INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

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

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

I AM PINK PRODUCTIONS, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

NATIONAL ANTHEM HOLDINGS, LLC
(F. K. A. BCDC HOLDINGS, LLC)

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

NATIONAL ANTHEM PRODCO INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

OAKLAND PICTURES HOLDINGS, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

PATHWAY PRODUCTIONS, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL PC USA INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL USA, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

SOLITARY HOLDINGS USA, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

SURROUNDED HOLDINGS USA LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

WELCOME TO ME, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

LUCITE DESK, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

SCHEDULE "A"

BORROWERS

	Borrower	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

	Borrower	Jurisdiction
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

	Borrower	Jurisdiction
42.	Surrounded Holdings USA LLC	Delaware
43.	Welcome to Me, LLC	California

SCHEDULE "B"

CASH FLOW PROJECTION

See attached.

BRON MEDIA GROUP ("Bron")
Consolidated Cash Flow Forecast
July 19, 2023 to October 18, 2023 (the "Cash Flow Period")

		Forecast Week 1	*Forecast Week 2*	*Forecast Week 3*	*Forecast Week 4*	*Forecast Week 5*	*Forecast Week 6*	*Forecast Week 7*	*Forecast Week 8*	*Forecast Week 9*	*Forecast Week 10*	*Forecast Week 11*	*Forecast Week 12*	*Forecast Week 13*	
For the week ending, In USD	**Notes**	**26-Jul-23**	**02-Aug-23**	**09-Aug-23**	**16-Aug-23**	**23-Aug-23**	**30-Aug-23**	**06-Sep-23**	**13-Sep-23**	**20-Sep-23**	**27-Sep-23**	**04-Oct-23**	**11-Oct-23**	**18-Oct-23**	**Total**
Opening Cash Balance	*1*	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Receipts	*2*	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Disbursements															
Payroll Expense	*3*														
BRON Media		59,322	-	59,322	-	59,322	-	59,322	-	59,322	-	59,322	-	59,322	415,253
BRON Animation		51,778	-	51,778	-	51,778	-	51,778	-	51,778	-	51,778	-	51,778	362,445
BRON Studios		34,019	-	34,019	-	34,019	-	34,019	-	34,019	-	34,019	-	34,019	238,133
BRON Studios USA		60,865	-	60,865	-	60,865	-	60,865	-	60,865	-	60,865	-	60,865	426,058
BRON Digital USA		37,558	-	37,558	-	37,558	-	37,558	-	37,558	-	37,558	-	37,558	262,907
BRON Digital USA (Interactive Group)		38,282	-	38,282	-	38,282	-	38,282	-	38,282	-	38,282	-	38,282	267,974
KERP	*4*	-	-	-	-	-	-	-	-	-	-	-	-	234,425	234,425
Source Deductions	*5*	665,851	-	-	-	-	-	-	-	-	-	-	-	-	665,851
Notice Period Employees	*6*	-	-	158,341	-	-	-	-	-	-	-	-	-	-	158,341
Total Payroll Expense		947,675	-	440,165	-	281,824	-	281,824	-	281,824	-	281,824	-	516,249	3,031,385
Other Operating Expenses	*7*														
Rent	*8*	116,653	-	-	-	36,041	-	-	-	-	36,041	-	-	-	188,735
Software	*9*	58,246	-	-	-	33,046	-	11,547	3,877	-	33,046	-	-	21,391	161,154
Interest	*10*	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selling, General & Administration	*11*	6,820	9,579	6,199	49,095	6,820	9,579	49,095	6,199	58,674	6,820	9,579	6,199	49,095	273,754
Other Operating Expenses		181,719	9,579	6,199	49,095	75,907	9,579	60,642	10,076	58,674	75,907	9,579	6,199	70,486	623,643
Total Operating Disbursements		**1,129,395**	**9,579**	**446,364**	**49,095**	**357,732**	**9,579**	**342,466**	**10,076**	**340,498**	**75,907**	**291,403**	**6,199**	**586,735**	**3,655,029**
Net Cashflow From Operations		(1,129,395)	(9,579)	(446,364)	(49,095)	(357,732)	(9,579)	(342,466)	(10,076)	(340,498)	(75,907)	(291,403)	(6,199)	(586,735)	(3,655,029)
Non-Operating Disbursements															
Bron Legal Counsel Fees	*12*	113,688	75,792	75,792	56,844	56,844	56,844	56,844	56,844	56,844	56,844	56,844	56,844	56,844	833,712
Proposed Monitor Fees		75,792	75,792	75,792	-	75,792	-	75,792	-	75,792	-	75,792	-	75,792	606,336
Monitor Catch up Fees		121,267	-	-	-	-	-	-	-	-	-	-	-	-	121,267
Proposed Monitor's Legal Counsel Fees		-	75,792	75,792	-	75,792	-	75,792	-	75,792	-	75,792	-	75,792	530,544
Proposed Monitor's Legal Counsel Catch up Fees		26,527	-	-	-	-	-	-	-	-	-	-	-	-	26,527
US Legal Fees and US Filing Fees	*13*	190,000	-	-	-	-	-	-	-	-	-	85,000	-	-	275,000
UK Legal Fees	*14*	75,792	-	-	-	-	-	-	-	-	-	-	-	-	75,792
DIP Financing Fees		18,948	-	-	-	18,948	-	-	-	18,948	-	-	-	18,948	75,792
CCAA Professional Fees		622,015	227,376	227,376	56,844	227,376	56,844	208,428	56,844	227,376	56,844	293,428	56,844	227,376	2,544,971
Total Disbursements		**1,751,409**	**236,955**	**673,740**	**105,939**	**585,108**	**66,423**	**550,894**	**66,920**	**567,874**	**132,751**	**584,831**	**63,043**	**814,111**	**6,200,000**
Net Cashflow		(1,751,409)	(236,955)	(673,740)	(105,939)	(585,108)	(66,423)	(550,894)	(66,920)	(567,874)	(132,751)	(584,831)	(63,043)	(814,111)	(6,200,000)
DIP Financing															
DIP Financing Advances		1,751,409	236,955	673,740	105,939	585,108	66,423	550,894	66,920	567,874	132,751	584,831	63,043	814,111	6,200,000
Ending Cash Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cumulative DIP Financing		1,751,409	1,988,364	2,662,105	2,768,044	3,353,151	3,419,575	3,970,469	4,037,389	4,605,263	4,738,015	5,322,846	5,385,889	6,200,000	6,200,000

BRON MEDIA GROUP ("Bron")
Notes to the Cash Flow Forecast
July 19, 2023 to October 18, 2023 (the "Cash Flow Period")

Disclaimer

1. This Cash Flow Forecast is prepared by Bron in accordance with s. 23(1)(b) of the Companies Creditors' Arrangement Act ("CCAA").
2. Bron has prepared this Forecast on probable and hypothetical assumptions that reflect the Bron's planned course of action for the period of 13 weeks. Management is of the opinion that, as at the date of filing the Cash Flow Forecast, the assumptions used to develop the projection represent the most probable set of economic conditions facing Bron and that the assumptions used proved a reasonable basis for and are consistent with the purpose of this Cash Flow Forecast.
3. The Cash Flow Forecast has been prepared by Bron and has been reviewed by the Proposed Monitor. The Proposed Monitor has not verified or confirmed certain expenses incurred by Bron which are reflected in this Cash Flow Forecast.
4. The information contained in this Cash Flow Forecast is subject to changing assumptions and/or with the receipt of new or additional information this actual results may vary. This Cash Flow Forecast should not be used for any other purpose than its stated purpose, and creditors are cautioned that the information provided in this Cash Flow Forecast could vary based on changing future circumstances.

Note 1
The Cash Flow Forecast assumes there will be no material opening cash balance.

Note 2
Bron advises that there will be no corporate receipts during the Cash Flow Period.

Note 3
Payroll expense assumes Bron reduces headcount and production of the Digital Projects is placed on hold. Work will continue on Bron's Fortnite rollout under the Interactive Group.

Note 4
Bron advises that it intends to seek a Key Employee Retention Plan ("KERP") in the CCAA proceedings.

Note 5
Pursuant to an agreement between the Companies and CWM, amounts relate to outstanding source deductions in respect of payroll, withholding taxes and dues for government programs, but does not include amounts relating to source deductions for the last pay period.

Note 6
Bron advises that it terminated a number of employees in June 2023. The Cash Flow Forecast includes amounts to be paid to these employees as they work their respective notice periods. Bron has not provided a breakdown of these amounts by employee to date.

Note 7
Operating expenses assume a CCAA filing with pre-filing amounts stayed, other than as disclosed in Note 11. Critical supplier payments are included, but are not material.

Note 8
Rent is for studios in Los Angeles and Burnaby. Bron advises that it intends to disclaim its Los Angeles lease and move to a smaller facility in Los Angeles as part of its restructuring. The Los Angeles lease is CAD $111,564 monthly so rent expense may decrease during the Cash Flow Period. Bron has yet to provide a projected cost for the replacement Los Angeles studio.

Note 9
Software is Zoom, Microsoft, Vision 33 (accounting), Bamboo (HR) and others necessary for Bron's operations during the Cash Flow Period. The amounts also include licence renewal fees.

Note 10
The Cash Flow Forecast assumes that interest on existing loans will be accrued during the Cash Flow Period.

Note 11
SG&A includes employee benefits payments. The Cash Flow Forecast assumes that pre-filing employee benefits will be paid.

Note 12
Bron Legal Counsel Fees assumes no material costs in regard to litigation in connection with the orders sought in Canada during the CCAA proceeding, however does assume fees in recognition of litigation in the US.

Note 13
The Cash Flow Forecast assumes that there will be Chapter 15 bankruptcy proceedings in the US in conjunction with the CCAA proceedings.The $190,000 reflected in week one is required by legal counsel upon approval of the initial CCAA Order.

Note 14
The Cash Flow Forecast assumes that there will be UK recognition orders.

Tuesday, July, 18, 2023

Bron Media Group

Per: ______________________
Dave Whitney, Chief Financial Officer

Grant Thornton Limited, as Proposed Monitor

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

SCHEDULE "C"

FORM OF DRAWDOWN CERTIFICATE

TO: Creative Wealth Media Lending LP 2016 (the "**DIP Lender**") and Grant Thornton Limited (the "**Monitor**")

FROM: The parties identified in Appendix "A" hereto (collectively. the "**Borrowers**")

DATE: [●]

1. This certificate is delivered to you in connection with a request for a Subsequent DIP Draw pursuant to the DIP Agreement made as of July 18, 2023, between the Borrowers and the DIP Lender, as amended, supplemented, restated or replaced from time to time (the "**DIP Agreement**"). All capitalized terms used, but not otherwise defined, in this certificate shall have the respective meanings set forth in the DIP Agreement, unless the context requires otherwise.

2. The Borrowers hereby request a DIP Advance as follows:

   (a) Date of DIP Advance: ____________________________

   (b) Aggregate amount of requested DIP Advance: $[●]

   to be transferred into the Borrowers' Account by the DIP Lender or the Monitor, as applicable, by direct deposit in accordance with the DIP Agreement.

3. All of the representations and warranties of the Borrowers as set forth in the DIP Agreement are true and correct as at the date hereof, as though made on and as of the date hereof (except for any representations and warranties made as of a specific date, which shall be true and correct as of the specific date made).

4. All of the covenants of the Borrowers contained in the DIP Agreement and all other terms and conditions contained in the DIP Agreement to be complied with by the Borrowers, and not waived in writing by or on behalf of the DIP Lender, have been complied with.

5. The Borrowers are in compliance with all Court Orders.

6. The proceeds of the DIP Advance hereby requested will be applied solely in accordance with the DIP Agreement Cash Flow Projection, or as has been otherwise agreed to by the DIP Lender in advance in writing, and shall be utilized exclusively to fund the expense items listed on Appendix "B" hereto.

7. No Default or Event of Default has occurred and is continuing nor will any such event occur as a result of the DIP Advance hereby requested.

[Borrowers]

By: ______________________________

Name:

Title:

cc: [●]

Appendix "A"
Borrowers

Appendix "B"
Approved Expense Items

Expense Item	Amount
●	$●
TOTAL:	$●

SCHEDULE "D"

INITIAL ORDER

See attached.

No. ____________
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

PETITIONERS

<u>O R D E R MADE AFTER APPLICATION</u>

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

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

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

THIS COURT ORDERS AND DECLARES THAT:

JURISDICTION

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

SUBSEQUENT HEARING DATE

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

CASH MANAGEMENT SYSTEM

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

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

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

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

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

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

(iii) any related corporate matters; and

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

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

(a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services;

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRUCTURING

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

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

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

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

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

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

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

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

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

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

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

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

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

STAY IN RESPECT OF THE NON-PETITIONER ENTITIES

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

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

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

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

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

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

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

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

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

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

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

APPOINTMENT OF MONITOR

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

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

(a) monitor the Petitioners' receipts and disbursements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATION CHARGE

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

INTERIM FINANCING

35. The Petitioners are hereby authorized and empowered to obtain and borrow under a credit facility (the "**DIP Facility**") from Creative Wealth Media Lending LP 2016 (the "**Interim Lender**") in order to finance the continuation of the Business and preservation of the Property, all in accordance with the DIP Term Sheet and the Definitive Documents, provided that borrowings under the DIP Facility shall not exceed the aggregate principal amount of USD $1,751,409.00 unless permitted by further Order of this Court.

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

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

38. The Interim Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Interim Lender's Charge**") on the Property up to the maximum amount of USD $1,751,409.00 (plus accrued and unpaid interest, fees and expenses) to secure amounts advanced under the DIP Facility. The Interim Lender's Charge shall not secure an obligation that exists before this Order is made. The Interim Lender's Charge shall have the priority set out in paragraphs 41 and 43 hereof.

39. Notwithstanding any other provision of this Order:

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

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

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

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

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

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

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

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

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

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

43. Each of the Charges shall constitute a mortgage, hypothec, security interest, assignment by way of security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, save and except those claims contemplated by section 11.8(8) of the CCAA.

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

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

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

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

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

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

SERVICE AND NOTICE

47. The Monitor shall: (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA; and (ii) within five days after Order Date, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Petitioners of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

48. The Petitioners and the Monitor are at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Petitioners' creditors or other interested parties at their respective addresses as last shown on the

records of the Petitioners and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

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

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

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

FOREIGN PROCEEDINGS

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

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

GENERAL

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

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

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

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

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

59. Any interested party (including the Petitioners, the Interim Lender and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to all

parties on the Service List and to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

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

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

____
Signature of
☐ Party ☑ Lawyer for the Petitioners

____
Asim Iqbal

____

BY THE COURT

____
REGISTRAR

Schedule "A"

List of Petitioners

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

23.	BRON Ventures 1, LLC	Delaware
24.	BRON Studios USA Developments Inc.	Nevada
25.	Bakhorma, LLC	Washington
26.	Drunk Parents, LLC	New York
27.	Fables Holdings USA, LLC	Delaware
28.	Fables Productions USA Inc	Delaware
29.	Gossamer Holdings USA, LLC	Delaware
30.	Gossamer Productions USA Inc.	Delaware
31.	Harry Haft Productions, Inc.	New York
32.	Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)	Delaware
33.	I Am Pink Productions, LLC	Delaware
34.	Lucite Desk, LLC	Delaware
35.	National Anthem Holdings, LLC (f. k. a. BCDC Holdings, LLC)	Delaware
36.	National Anthem ProdCo Inc.	New Mexico
37.	Oakland Pictures Holdings, LLC	Delaware
38.	Pathway Productions, LLC	Delaware
39.	Robin Hood Digital PC USA Inc.	Delaware
40.	Robin Hood Digital USA, LLC	Delaware
41.	Solitary Holdings USA, LLC	Delaware
42.	Surrounded Holdings USA LLC	Delaware
43.	Welcome to Me, LLC	California

Schedule "B"
Non-Petitioner Entities

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

Schedule "C"

List of Counsel

SCHEDULE "E"

BORROWERS' ACCOUNT INFORMATION

See attached.

WELLS FARGO

INCOMING WIRE INSTRUCTIONS:

DOMESTIC (U.S.):

Bank Information:

Wire Routing Transit Number:	121000248
Bank Name:	Wells Fargo Bank
City, State:	3101 Woburn St, Bellingham, WA 98226
Your Account Number:	5970688817
Title of Account:	Bron Studios USA Inc

Beneficiary Information:

Name:	Bron Studios USA Inc
Address:	5542 Short Street Burnaby, BC, V5J 1L9

INTERNATIONAL:

Bank Information:

SWIFT Code:	WFBIUS6S
Bank Name:	Wells Fargo Bank
City, State:	3101 Woburn St, Bellingham, WA
Your Account Number:	98226 5970688817
Title of Account:	Bron Studios USA Inc

Beneficiary Information:

Name:	Bron Studios USA Inc
Address:	5542 Short Street Burnaby, BC, V5J 1L9

ACH INSTRUCTIONS:

Account:	Bron Studios USA Inc
Routing number:	125008547
Account number:	5970688817

SCHEDULE "F"

TAXES AND SOURCE DEDUCTION

The last tax returns filed in respect of the Borrowers was on December 31, 2022. The Borrowers have not filed tax returns in 2023.

Amounts owing for source deductions: USD $687,001,

Amounts owing for EHT/WCB: CAD $98,000

SCHEDULE "G"

LITIGATION

All outstanding litigation proceedings set out in the Affidavit of Aaron Gilbert sworn July 18, 2023, a copy of which has been provided to the DIP Lender, including the proceedings set out below:

<table>
<tr><td colspan="5">Premium Properties Limited et al v BRON Studios USA Inc. et al; CV-18-00605972-0000</td></tr>
<tr><th>Plaintiff(s)</th><th>Defendant(s)</th><th>Date Initiated</th><th>Jurisdiction</th><th>Amount of Claim</th></tr>
<tr><td>Premium Properties Limited</td><td>BRON Studios USA Inc. et al</td><td>September 27, 2018</td><td>Ontario</td><td>~$70 million</td></tr>
<tr><td colspan="5">Bell et al v BRON Capital Partners et al; CV-21-00667577-0000</td></tr>
<tr><th>Plaintiff(s)</th><th>Defendant(s)</th><th>Date Initiated</th><th>Jurisdiction</th><th>Amount of Claim</th></tr>
<tr><td>Bruce Bell and Evelyne Neiman</td><td>BRON Capital Partners et al</td><td>August 24, 2021</td><td>Ontario</td><td>CAD $300,000</td></tr>
<tr><td colspan="5">Living Trust Agreement U/A/D June 29, 1992, As Amended, by its Trustee, Dennis L. Weil v BRON Creative USA Corp.; CV-23-00700890-000</td></tr>
<tr><th>Plaintiff(s)</th><th>Defendant(s)</th><th>Date Initiated</th><th>Jurisdiction</th><th>Amount of Claim</th></tr>
<tr><td>Dennis L. Weil</td><td>BRON Creative USA Corp.</td><td>June 9, 2023</td><td>Ontario</td><td>$750,000</td></tr>
<tr><td colspan="5">Richardson et al v BRON Creative Corp. et al; CV-22-00687032-0000</td></tr>
<tr><th>Plaintiff(s)</th><th>Defendant(s)</th><th>Date Initiated</th><th>Jurisdiction</th><th>Amount of Claim</th></tr>
<tr><td>James Richardson
Nikink Holdings Ltd</td><td>BRON Creative Corp. et al</td><td>September 9, 2022</td><td>Ontario</td><td>$1,500,000</td></tr>
</table>

***Access Road Capital, LLC v BRON Ventures 1, LLC, BRON Ventures 1 (Canada) Corp., and BRON Media Holdings USA, Corp.*; Index no. 650841/2022**				
Plaintiff(s)	**Defendant(s)**	**Date Initiated**	**Jurisdiction**	**Amount of Claim**
Access Road Capital, LLC	BRON Ventures 1, LLC BRON Ventures 1 (Canada) Corp. BRON Media Holdings USA, Corp	February 22, 2022	New York, New York State	~$12,000,000
***Hudson Private LP v BRON Studios USA Inc.*; 7:21-cv-08259**				
Plaintiff(s)	**Defendant(s)**	**Date Initiated**	**Jurisdiction**	**Amount of Claim**
Hudson Private LP	BRON Studios USA Inc. BRON Creative USA Corp.	October 7, 2021	Southern District of New York	~$14.5 million
***Hudson Private Corp v BRON Creative USA Corp.;* CV-18-00605972-0000**				
Plaintiff(s)	**Defendant(s)**	**Date Initiated**	**Jurisdiction**	**Amount of Claim**
Hudson Private Corp	BRON Creative USA Corp.	October 14, 2022	New York	~$7,000,000
Big Block Capital Group, LLC[1]	BRON Ventures 1, LLC			$820,000

[1] The Borrowers have been made aware of the existence of this claim but have not yet been served with this claim.

This is Exhibit "H" referred to in the Affidavit of Aaron Gilbert sworn by Aaron Gilbert of the City of Burnaby , in the Province of British Columbia, before me at the City of Mississauga, in the Province of Ontario, on July 25, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

KERP Benficiaries

Name	Title	Location	Salary	KERP	Payment Structure	Description
[redacted]	CFO	BC	[redacted]	[redacted]	1/3 upon court approval, 2/3 Week 13	Oversees corporate finance for BRON group of companies.
[redacted]	CCO	BC	[redacted]	[redacted]	1/3 upon court approval, 2/3 Week 13	
[redacted]	COO	BC	[redacted]	[redacted]	1/3 upon court approval, 2/3 Week 13	
				[redacted]		
[redacted]	EVP HR	BC	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Oversees the HR department.
[redacted]	HR	BC	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	HR
[redacted]	EVP Production	CA	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Leads production and handles production finance matters. Interacts with BRON corp.
[redacted]	EVP Digital	CA	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Leads the digital groups production groups (animation and gaming)
[redacted]	EVP Post Production	BC	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Oversees post production and delivery of projects. This also includes interacting with production and corp finance teams and being part of supervising audits.
[redacted]	EVP IT	BC	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Oversees the IT group and the audio-visual teams. Together they support live-action and digital production and delivery.
[redacted]	Digital Controller	BC	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Guides financial decisions by establishing, monitoring, and enforcing policies and procedures
[redacted]	Corporate Controller	BC	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Guides financial decisions by establishing, monitoring, and enforcing policies and procedures
[redacted]	Payroll Manager	BC	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Ensures timely and accurate processing of payroll transactions
[redacted]	Game Producer	CA	[redacted]	[redacted]	1/3 upon court approval 1, 1/3 Week 7, 1/3 Week 13	Helps create then oversees the video games made from IP then handles project management
				[redacted]		
			Total (CAD):	$308,500.00		
			Total (USD)	**$234,460.00**	Conversion rate: USD $1 = CAD $1.24	