



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

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

October 26, 2023



Grant Thornton

Grant Thornton Limited,
Monitor

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INTRODUCTION

1. On July 18, 2023, BRON Media Corp. and the petitioners listed in **Schedule “A”** of this report (collectively, “**BRON**” or the “**Petitioners**” or the “**Company**”) made an application (the “**CCAA Application**”) to commence proceedings (the “**CCAA Proceedings**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). The Monitor (as defined below) understands that on July 18, 2023, major secured creditors of BRON were served with the CCAA Application.
2. On July 19, 2023, the Honourable Justice Gomery of the Supreme Court of British Columbia (the “**Court**”) issued an order (the “**Initial Order**”), a copy of which is attached hereto as **Appendix “1”**, which, among other things,
 - a) declared that the CCAA applies to each of the Petitioners;
 - b) ordered that until and including July 29, 2023 or such later date as this Court may order (the “**Stay Period**”), no action, suit or proceeding in any court or tribunal (each, a “**Proceeding**”) against or in respect of the Petitioners or the Monitor, or affecting the Business of the Property (both as defined in the Initial Order), shall be commenced or continued except with the prior written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court. The aforementioned stay of Proceedings shall also extend to any and all of the property, assets, and undertaking of the Petitioners situate in the United States (the “**US**”);
 - c) ordered that during the Stay Period, no Person (as defined in the Initial Order) shall (a) commence a Proceeding or enforcement process, (b) terminate

repudiate, make any demand, accelerate, alter, amend, declare in default, exercise any options, rights or remedies, or (c) discontinue, fail to honour, alter interfere with or cease to perform any obligation pursuant to or in respect of any agreement, lease, sublease, license or permit with respect to which any of the Non-Petitioner Entities listed in **Schedule “B”** of this report are a party, borrower, principal obligor or guarantor except with the prior written consent of the Petitioners and the Monitor, or with leave of this Court;

- d) appointed Grant Thornton Limited (“**GTL**”) as monitor of the Petitioners (the “**Monitor**”);
- e) approved the execution by the Petitioners of a debtor-in-possession term sheet (the “**DIP Term Sheet**”) dated as of July 18, 2023 (and agreements as contemplated in the DIP Term Sheet (the “**DIP Definitive Documents**”)) with Creative Wealth Media Lending LP 2016 (the “**Interim Lender**” or “**CWML**”) pursuant to which the Interim Lender agreed to make available to the Petitioners a loan in an initial amount not to exceed \$1,751,409 (the “**DIP Facility**”), and granted the Interim Lender a charge on the Property (subject to the Comerica Carve-Out, as defined below) up to a maximum of \$1,751,409 (plus accrued and unpaid interest, fees and expenses) (the “**Interim Lender’s Charge**”) to secure amounts advanced under the DIP Facility. The Interim Lender is one of the secured creditors within BRON;
- f) granted a charge against the Property (subject to the Comerica Carve-Out (as defined below)) in an initial amount of \$250,000 during the Stay Period, as security for the payment of the professional fees and disbursements of the Monitor, counsel to the Monitor, and counsel to the Petitioners (the “**Administration Charge**”);

- g) granted a charge against the Property (subject to the Comerica Carve-Out) in the initial amount of \$250,000 during the Stay Period in favour of the directors and officers of the Petitioners (the “**Directors’ Charge**”);
 - h) provided that the Administration Charge, the Interim Lender’s Charge, and the Directors’ Charge would not constitute an Encumbrance on any Property that was subject to an Encumbrance in favour of Comerica Bank (the “**Comerica Carve-Out**”), without prejudice to the ability of the Petitioners and the beneficiaries of such charges to later seek priority for such charges; and
 - i) set down the comeback hearing for July 27 and 28, 2023 (the “**Comeback Hearing**”).
- 3. Upon a motion made by the Petitioners to the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “**US Court**”), the US Court issued an order dated July 20, 2023, which granted interim recognition of the Initial Order in the US (the “**US Interim Recognition Order**”). A copy of the US Interim Recognition Order is attached hereto as **Appendix “2”**.
- 4. On July 25, 2023, the Petitioners filed and served their materials for the comeback hearing on July 27, 2023, at which the Petitioners sought to extend the stay period, increase the amount of certain of the priority charges, and grant an order (the “**SISP Order**”) approving a Sales and Investment Solicitation Process (the “**SISP**”) for the business and assets of the Petitioners and Non-Petitioner Entities.
- 5. In conjunction with the July 25, 2023 Application, the Monitor filed its first report to Court (the “**First Report**”) dated July 26, 2023. A copy of the First Report, without appendices, is attached hereto as **Appendix “3”**.

6. On July 27 and 28, 2023, the Comeback Hearing took place before the Honourable Justice Gomery heard various submissions from all counsel present. On July 28, 2023, the Court issued the ARIO, a copy of which is attached hereto as **Appendix “4”**, which, among other things,

- a) extended the Stay Period up to and including October 18, 2023;
- b) increased the borrowing limit under the DIP Facility, and a corresponding increase to the Interim Lender’s Charge up to a maximum of \$6,200,000;
- c) approved the key employee retention program (“**KERP**”) and a charge in favour of the KERP beneficiaries up to \$234,460 (the “**KERP Charge**”);
- d) increased the Administration Charge to \$500,000;
- e) increased the Directors’ Charge to CAD\$742,000; and
- f) ordered the ranking (the “**Priority Charges Ranking**”) of the Administration Charge, KERP Charge, Interim Lender’s Charge, and Directors’ Charge (collectively, the “**Charges**”) as follows:

- i. with respect to Property not subject to an encumbrance in favour of Comerica Bank (“**Comerica**”):

- 1. First – Administration Charge;
- 2. Second – KERP Charge;
- 3. Third – Interim Lender’s Charge; and
- 4. Fourth – Directors’ Charge.

- ii. with respect to Property subject to an encumbrance in favour of Comerica (all such Property, the “**Comerica Collateral**”, and all Encumbrances, the “**Comerica Security**”):

1. First – any Comerica Security on the revenues, tax incentives or proceeds derived from or related to the motion pictures “Queen and Slim”, “Fences” and “Surrounded” (collectively, the “**Comerica Priority Collateral**”);
 2. Second – Administration Charge;
 3. Third – any Comerica Security or any Comerica Collateral other than the Comerica Priority Collateral;
 4. Fourth – KERP Charge;
 5. Fifth – Interim Lender’s Charge; and
 6. Sixth – Directors’ Charge.
7. Background regarding the foregoing Priority Charges Ranking and more particularly with respect to Comerica, Comerica Security and the Comerica Priority Collateral, are described in the CCAA Application and the July 25, 2023 Application.
 8. On July 28, 2023, the Court issued the SISP Order, a copy of which is attached hereto as **Appendix “5”**, which, among other things, approved the detailed steps as described in the SISP procedure document (the “**SISP Procedure**”) attached as Schedule “B” to the SISP Order.
 9. On July 28, 2023, the Honourable Justice Gomery delivered oral reasons from the bench in relation to the granting of the ARIO and the SISP Order.
 10. Upon a motion made by the Petitioners to the US Court, the US Court issued an order dated August 15, 2023, which granted recognition of the ARIO and the SISP Order (the “**US Recognition Order**”). A copy of the US Recognition Order is attached hereto as **Appendix “6”**.

11. On October 5, 2023, the Petitioners filed application materials (the “**Petitioners’ Application**”) accompanied by the third affidavit of Aaron Gilbert made October 4, 2023 requesting that this Court grant an Order approving, among other things, the following relief:
- a) an extension of the Stay Period to November 8, 2023 (the “**Second Stay Extension**”);
 - b) a declaration that, pursuant to subsection 5(5) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 (“**WEPPA**”), BRON Animation Inc., BRON Media Corp., BRON Studios Inc., Fables Productions BC Inc., Gossamer Productions BC Inc., and Robin Hood Digital PC BC Inc. are each a “former employer” in accordance with the criteria established by section 3.2 of the Wage Earner Protection Program Regulations, S.O.R./2008-222; and
 - c) a specific timeline for parties to exchange materials for the sale approval hearing set for November 7, 2023.
12. In conjunction with the October 5, 2023 Application, the Monitor filed its second report to Court (the “**Second Report**”) dated October 6, 2023. A copy of the Second Report, without appendices, is attached hereto as **Appendix “7”**.
13. On October 11, 2023, the Honourable Justice Gomery granted the Petitioners the Second Stay Extension and the requested relief under WEPPA. A copy of the Stay Extension Order is attached hereto as **Appendix “8”**
14. Further information about these CCAA Proceedings, including the Initial Order, the ARIO, the SISP Order, affidavits, reports of the Monitor, and all other Court-filed documents and notices can be found on the Monitor’s case website (the “**Case Website**”) at www.grantthornton.ca/BronMedia.

15. Since the commencement of these proceedings, the Monitor has previously filed the following reports:

- a) Pre-Filing report of Grant Thornton Limited in its capacity as Proposed Monitor dated July 18, 2023;
- b) First Report;
- c) Supplement to the First Report dated July 27, 2023 (the “**Supplement to the First Report**”); and
- d) Second Report.

Copies of these reports (with appendices) are found on the Case Website.

16. The Second Report of the Monitor included the following information, which is relevant to the updates provided within this Third Report (as defined below):

- a) an interim update on the SISP, including the Monitor’s involvement in marketing efforts, administering the SISP and facilitating due diligence;
- b) a comparison of the actual cash receipts and disbursements compared to the cash flow forecast as appended to the First Report (the “**Initial Cash Flow Forecast**”);
- c) an updated cash flow forecast for the period from October 19 to November 8, 2023 (the “**Updated Cash Flow Forecast**”) and comments in respect of same;
- d) an update on other key matters pertaining to the CCAA Proceedings;
- e) an update on certain deemed requests for information by various creditors pursuant to Section 31 of the ARIO; and
- f) the Monitor’s recommendations with respect to the relief sought in the Petitioners’ Application.

PURPOSE OF THE THIRD REPORT

17. The purpose of this third report of the Monitor (the “**Third Report**”) is to provide information about the following matters:

- a) the SISP, including the Monitor’s involvement in marketing efforts, administering the SISP and facilitating due diligence, and the outcome of the LOI and Final Bid processes;
- b) the sale of assets by BRON in the ordinary course of business;
- c) the proposed extension of the Stay Period until December 4, 2023;
- d) BRON’s request to expand the Petitioners that are parties to these CCAA proceedings;
- e) BRON’s request to delete from the list of Non-Petitioner Entities, certain UK-based entities that are now the subject of administration proceedings in the UK.
- f) certain requests for information by various creditors pursuant to Section 31 of the ARIO;
- g) the Monitor’s position regarding the Petitioners’ request to
 - i. approve the Asset Purchase Agreement dated October 24, 2023 between BRON Media Corp. and various other entities of the first part and Creative Wealth Media Lending LP 2016 (“**CWML**”) (the “**CWML APA**”) of which a copy of the CWML APA is attached hereto as **Appendix “9”** and issue a sale approval and vesting order;
 - ii. grant an Assignment Order to carry out the assignment to CWML (or its assignee) of certain agreements pursuant to the CWML APA;

iii. approve the sale in the ordinary course by National Anthem Holdings LLC to Lions Gate Entertainment Corporation ("**Lions Gate**") of the distribution rights to the film "*Americana*" (formerly titled *National Anthem*) pursuant to a term sheet between National Anthem Holdings LLC and Lions Gate and to permit National Anthem Holdings LLC to execute a distribution agreement with Lions Gate (the "**National Anthem Distribution Agreement**");

iv. seal the confidential appendices (the "**Confidential Appendices**") attached to this Third Report.

h) the fees and disbursements to date of the Monitor, its Canadian counsel, Cassels Brock & Blackwell LLP ("Cassels"), and its US counsel, Freundlich Law ("Freundlich");

i) the conduct of the Monitor as it relates to the Monitor's application for approval of its conduct as set out in the First Report, Second Report;

j) a comparison of the actual cash receipts and disbursements compared to i) the cash flow forecast as appended to the First Report (the "Initial Cash Flow Forecast") and ii) the Updated Original Cash Flow Forecast (as defined in the Second Report); and

k) other key matters pertaining to the CCAA Proceedings.

18. The Monitor has included the Confidential Appendices disclosing identities of parties, financial details, commercial terms, and other confidential information. The Monitor is requesting a sealing order of the Confidential Appendices until the earlier of completion of the transactions contemplated by the CWML APA or further order of the Court.

19. The Monitor is of the view that the Confidential Appendices contain commercially sensitive information and the public dissemination of that information could materially prejudice BRON's interest and cause a serious risk of harm to public interest, including the ability to remarket BRON's assets if the SISP is unsuccessful. The Monitor is of the view that the sealing order sought is the least restrictive means possible to prevent disclosure of the confidential and commercially sensitive information and is reasonable in the circumstances.

TERMS OF REFERENCE

20. In preparing this Third Report, the Monitor has relied upon the Petitioners' unaudited financial information, certain other financial information and financial projections of the Petitioners, and discussions with the Petitioners' management ("**Management**") (collectively, the "**Information**"). GTL has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information relied upon to prepare this Third Report in a manner that would comply with Canadian Accounting Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook, and, accordingly, GTL expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the Information should perform its own diligence.
21. Some of the information used in preparing this Third Report consists of forward-looking information. The Monitor cautions that such forward looking information is based upon the Petitioners' assumptions about future events and conditions that are not ascertainable. The Petitioners' actual results with respect to the forward-looking information and the variations thereof could be significant. GTL expresses no opinion or other form of assurance on whether forward-looking information will be achieved.

22. During the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by the Petitioners and its Management, within the context in which such Information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that Management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Third Report is based solely on the Information (financial or otherwise) made available to the Monitor by the Petitioners and its Management.
23. This Third Report has been prepared for the use of this Court and the Petitioners' stakeholders and to assist the Court in determining whether to grant the relief sought by the Petitioners. Accordingly, the reader is cautioned that this Third Report may not be appropriate for any other purpose. The Monitor will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Third Report contrary to the provisions of this paragraph.
24. Unless otherwise stated, all monetary amounts contained herein are expressed in US Dollars. Capitalized terms not otherwise defined herein have the meaning given to them in the ARIO and the SISP Order.
25. All relevant documents pertaining to these CCAA Proceedings can be found on the Monitor's case website (the "**Case Website**") at www.grantthornton.ca/BronMedia.

SALE AND INVESTMENT SOLICITATION PROCESS

26. Details of the SISP were discussed in the Second Report but are reproduced in this Third Report for ease of reference and continuity.
27. The SISP was developed in consultation with Management. The SISP's purpose is to generate interest in, and solicit offers for 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, or substantially all of one or more components of the Petitioners' assets and/or business operations of BRON as a going concern or otherwise.

28. The SISP was structured in such a way that interested parties may propose a transaction (a "**Transaction**") by way of:

- a) an offer to purchase BRON's assets pursuant to an asset purchase transaction (an "**Asset Bid**");
- b) an offer for the restructuring of the debt, share or capital structure of BRON (a "**Restructuring Bid**"); or
- c) some combination of an Asset Bid and a Restructuring Bid,
(any of which shall be referred to as a "**Bid**").

29. The SISP was also structured as a two-phase process, consisting of: (i) an LOI Process; and (ii) a Final Bid Process. Only those Potential Bidders who submitted non-binding Qualified LOIs by the LOI Submission Deadline were entitled to be admitted to the Final Bid Process to submit a Final Bid.

30. Below is a summary of the original key milestones of the SISP:

Key Deadlines	Per SISP Order
LOI Submission Deadline	August 28, 2023 5:00pm PST
Final Bid Submission Deadline	September 8, 2023 5:00pm PST
Review and Selection of Bids	As soon as practicable
Application to the Court for Approval Order(s)	As soon as practicable
Closing of the Transaction	No later than October 6, 2023

31. As previously mentioned, the SISP Procedures are included as Schedule "B" to the SISP Order.

Initial Solicitation of Interest

32. Following the pronouncement of the SISP Order, the Monitor, in consultation with the Petitioners and the Interim Lender and in accordance with the SISP Procedure, prepared the following:

- a) advertisements of the SISP that were published in issues of:
 - i. the Globe and Mail (National Edition) on August 3, 2023. A copy of the advertisement is attached hereto as **Appendix "10"**;
 - ii. the Hollywood Reporter, a leading American weekly print magazine which focuses on the Hollywood film, television, and entertainment industries, on August 9, 2023. A copy of the advertisement is attached hereto as **Appendix "11"**;
 - iii. the website of Animation Magazine, a leading American print magazine and website covering the animation industry, for one month commencing on August 11, 2023 in order to focus the SISP opportunity on BRON Digital and its digital animation assets. A copy of the advertisement is attached hereto as **Appendix "12"**; and
 - iv. the "Assets for Sale" section of the regular weekly email updates from Insolvency Insider, a go-to source for over 7,500¹ restructuring professionals in Canada on August 14, 21, and 28, 2023;

¹ As noted on [Advertise | Insolvency Insider Canada](#)

- b) a list of potential bidders (“**Known Potential Bidders**”) who may have an interest in a Transaction (discussed in more detail below) which list was completed on July 31, 2023 (and continuously updated thereafter for new parties). A complete list of the Known Potential Bidders is attached hereto as **Confidential Appendix “1”**;
- c) a draft confidentiality and non-disclosure agreement (the “**CNDA**”); and
- d) an initial offering summary in the form of an email notifying the Known Potential Bidders of the SISP and inviting Known Potential Bidders to express their interest in making a SISP Bid (as defined in the SISP Procedure). The following documents constitute the “**SISP Information Package**” (a copy of which is attached hereto as **Appendix “13”**) all of which were also made available on the Case Website:
 - i. a six-page marketing document (the “**Teaser**”) providing an overview of BRON’s business, company highlights, SISP timeline and participation requirements;
 - ii. the SISP Procedure;
 - iii. the CNDA; and
 - iv. a draft letter acknowledging receipt of the SISP Procedure and agreeing to be bound by the terms of the SISP Procedure.

33. To identify Known Potential Bidders so that they could be invited to participate in the SISP, the Monitor:

- a) researched financial databases including S&P Capital IQ and IBIS World for potential strategic buyers in the industries in which BRON conducts its businesses and other similar industries, including media and entertainment,

movies and entertainment, film production and distribution, television, broadcasting, cable and satellite, interactive home entertainment, entertainment software, digital animation, and gaming;

- b) researched online and compiled a list of leading media and entertainment lawyers in Canada and the US because the Monitor believed that such lawyers might have clients who were interested in participating in the SISP;
- c) contacted the entertainment practices of Grant Thornton LLP, an entity related to the Monitor, in the UK and US;
- d) reviewed a list of parties who, prior to the commencement of the CCAA Proceedings, contacted the Petitioners or the Monitor and expressed interest in a potential acquisition of BRON's property and/or business;
- e) obtained from BRON a list of further potential interested parties and a list of existing film and television buyers (both past and current); and
- f) reviewed potential interested parties among BRON's creditors and other stakeholders.

34. On August 1, 2023, pursuant to the SISP Procedure, the Monitor distributed the SISP Information Package by email to an initial list of 225 Known Potential Bidders consisting of entities and individuals identified in the above-noted steps.

Additional Marketing Efforts

35. Some emails to Known Potential Bidders were returned to the Monitor as "undeliverable". Following receipt of the return emails, the Monitor: (i) undertook additional research to obtain those parties' updated email addresses; and (ii) sent the SISP Information Package to the updated email addresses.

36. Following the distribution of the SISP Information Package, the Monitor and BRON continued to work to identify potential interested parties and added to the list of Known Potential Bidders, including by: (i) communicating with additional parties that contacted the Monitor and/or BRON and expressed interest in the SISP; and (ii) conducting additional research.
37. As a result of these additional efforts, the Monitor sent the SISP Information Package to 115 further Known Potential Bidders.
38. On August 11, 2023, the Monitor sent a follow-up email to 310 individuals representing 297 Known Potential Bidders who had previously received the SISP Information Package from the Monitor but who had yet to indicate their interest in the SISP opportunity by signing and returning the Acknowledgment Letter and CNDA.
39. The Monitor also considered, in consultation with BRON, whether BRON's gaming-related assets and operations could be advertised on notable gaming websites and news platforms. The Monitor contacted the advertisement teams at six leading publications or websites in the gaming industry and received two quotes. Nevertheless, the Monitor, in consultation with BRON, ultimately determined that the advertising packages that were proposed would not be appropriate based on cost and anticipated timing of the advertisements. In addition, the initial list of Known Potential Bidders contained 25 of the top-tier global gaming companies and thus major players in that industry had already received notice of the SISP.
40. As at the LOI Submission Deadline, the Monitor had sent the SISP Information Package to a total of 340 Known Potential Bidders.

41. The Monitor is of the view that the marketing and advertising efforts during the initial solicitation of interest phase were appropriate and sufficient to the extent practical, and the market has been fully canvassed with respect to each business component of BRON.

Administering the Initial Phase of the SISP

42. Pursuant to the SISP Procedure, and in consultation with BRON, the Monitor:
- a) prepared a confidential information memorandum (the “**CIM**”) describing the SISP opportunity in greater detail;
 - b) established a virtual data room (the “**VDR**”) containing confidential information pertaining to the Petitioners, their property, and their business, including the CIM, in order to facilitate due diligence by Potential Bidders. The VDR contained approximately 2,390 documents, including the CIM; and
 - c) consulted with BRON about what documents should be posted to the VDR, which, to date, has been a continual process. A complete table of contents of the VDR is attached hereto as **Confidential Appendix “2”**.
43. During the entire process of the SISP leading to the receipt of Final Bids (as defined in the SISP Procedure), gathering documents and populating the VDR was a continual process. As described in various parts of this Third Report, creating a structure and populating the VDR in order to satisfy the varying needs and requirements of all Potential Bidders was a challenge for BRON and for the Monitor. In some cases, the necessary information for the VDR had to be located and reviewed by BRON before it was uploaded to the VDR. In other cases, the required information did not exist in a usable format and therefore BRON had to create new documents or summaries that were later posted in the VDR. In other cases, BRON informed the Monitor that CWML or Creative Wealth Media Finance Corp.

(“**CWMF**”) was the party that possessed the required information. In such cases, BRON and the Monitor requested information from CWML or CWMF.

44. The corporate structure of BRON is complex. The affidavit of Aaron Gilbert contained in the CCAA Application (the “**First Gilbert Affidavit**”) stated that there are over 100 companies within the entire BRON organization, whether situated in Canada, the US, or the UK. The First Gilbert Affidavit explained that each project is structured by way of a holding company (“**HoldCo**”) and a production company (“**ProdCo**”). The Holdco owns the intellectual property and enters into production loans and distribution agreements for the exploitation of a project. The ProdCo is usually formed in the jurisdiction where production will occur primarily for tax purposes. If post-production occurs in a jurisdiction that is different from where production occurs, BRON may form another ProdCo in the post-production jurisdiction.
45. In addition, each live action and animation project is governed by a series of agreements to which one or more BRON entities are parties.
46. The complex corporate structure created a barrier to the development of a complete set of detailed books and records at the HoldCo and ProdCo levels and to the maintenance of such records on an ongoing basis. It is for this reason that the Monitor understands that BRON only produced financial information for purposes of filing federal, provincial and state tax returns and related tax filing requirements. With the operational and financial difficulties which BRON had been experiencing and which contributed to the CCAA Proceedings, a number of tax filings (and thus supporting financial information) in Canada and the US for the 2022 fiscal year remain outstanding. Early in the CCAA proceedings, BRON’s auditors and tax advisors, PricewaterhouseCoopers LLP, Canada (“**PwC**”), contacted the Monitor to discuss the filings which were outstanding and to discuss the significant amount of PwC invoices which were also outstanding.

47. During the planning stages in the development of the VDR, the Monitor requested from BRON the most recent set of financial statements for the Petitioners. Management provided a worksheet as of March 31, 2023, containing financial information of seven BRON companies (prepared on a combined and not consolidated basis), most of which are at the higher (i.e., holding company) level in the corporate organization chart. This work sheet along with a similar worksheet for fiscal 2022, unaudited financial statements for fiscal 2021, and audited financial statements for fiscal 2018 to 2021 were uploaded to the VDR. In general, the financial statements included in the VDR are only for higher-level companies in the BRON Group and not for individual production companies.
48. After considering the nature and status of the Petitioners' financial reporting and discussing the matter with the Company, the Monitor concluded that the most useful form in which to organize information in the VDR was primarily by project, rather than by individual Petitioner. Accordingly, the VDR largely consisted of a folder for each production, which contained all of the available agreements specific to that project. In addition, the VDR contained a series of more general BRON-Group-wide folders with information about employees, assets, accounts receivable, letters of credit, equipment, tax credits, leases, insurance policies, litigation, and portfolio investments. Finally, the VDR contained general corporate information such as an organization chart.
49. At the outset of planning for the VDR, the Monitor met with Management of BRON to emphasize the need for the VDR to be as robust and complete as possible and organized in a fashion that would allow Potential Bidders to understand the Petitioners' businesses, financial state, assets, and liabilities. Following such discussions, the Monitor sent a July 30, 2023 email to BRON (attached hereto as **Appendix "14"**) outlining a proposed VDR structure. BRON agreed to the structure and began organizing and populating the VDR in that manner.

50. Starting on August 1, 2023, a total of 38 Known Potential Bidders executed CNDAs and provided the Monitor with sufficient documentation to demonstrate, to the satisfaction of the Monitor, their financial capabilities and technical expertise to make a viable bid in the SISP. Accordingly, the Monitor deemed these 38 Known Potential Bidders to be “Potential Bidders”, allowed them to participate in the SISP, and granted them access to the VDR. Twenty Potential Bidders were given access to the VDR between August 7 and August 17, while 18 Potential Bidders were invited to the VDR between August 18 and August 31 (all dates inclusive). Thereafter, the Potential Bidders actively reviewed or downloaded the documents contained in the VDR and subsequently asked questions and/or requested calls with the Monitor and BRON. A list of the 38 Potential Bidders is attached hereto as **Confidential Appendix “3”**.
51. Starting on August 7, 2023, in accordance with the SISP Procedure, as CNDAs were executed and sufficient documentation was provided, Potential Bidders were provided access to the secure VDR.
52. Early in the CCAA Proceedings, the Monitor considered the need to have an independent industry expert to assist with the SISP and other operational matters. The Monitor contacted Management and the Interim Lender about engaging an expert and emphasized the need for a credible third party, on behalf of the Monitor, to assist with answers to Potential Bidders’ questions and to assist with the review of letters of intent (“**LOIs**”) and Bids. The Monitor believed that an independent expert would also enhance the integrity of the SISP given that there were numerous competing stakeholders and creditors that might bid. The Monitor also concluded that because an expert would be able to quickly leverage his or her expertise to provide input, the professional fees of the Monitor could be reduced.

53. The Interim Lender, which has significant involvement in the industry, provided the Monitor and BRON with the names of several potential candidates, whose credentials the Monitor reviewed and discussed with Management.
54. Since the selection of an expert needed to be undertaken quickly and while SISP was already underway (and the deadline for LOIs was soon approaching), the Monitor promptly reviewed the credentials of candidates, obtained the input of a senior entertainment lawyer at Cassels Brock & Blackwell LLP (who is familiar with industry figures), and sought input from the Company and the Interim Lender. Ultimately, on August 28, 2023, the Monitor executed a consulting agreement and engaged Brian Kavanaugh-Jones (the “**Consultant**”), to among other things,
- a) review and advise on the nature and value of the Petitioners’ assets;
 - b) review the information and documentation in the VDR maintained by the Monitor;
 - c) advise the Monitor during the Monitor’s implementation of the SISP; and
 - d) provide such other consulting services as the Monitor, in consultation with the Petitioners, may advise.
55. The Consultant has more than 20 years of experience in film in television, including (currently) as Co-President of Production and Film for Range Media Partners and before that as Co-CEO and President of Automatik, a well-known producer of film and television projects. A copy of the *curriculum vitae* of the Consultant is attached hereto as **Appendix “15”**.
56. The Consultant also executed a CNDA. A copy of the subject consulting agreement is attached hereto as **Appendix “16”**. Before entering into this consulting agreement, the Monitor interviewed the Consultant to satisfy itself that he would act independently and

would provide unbiased advice directly to the Monitor, unaffected by the Company, the Interim Lender, or any other stakeholder.

57. The Monitor provided the Consultant with a copy of all LOIs and Final Bids for review. The consultant provided assistance in reviewing the LOIs and Final Bids. Once the Final Bids were obtained and reviewed by the Consultant, the Monitor and BRON, and preliminary decisions were made on which bids would be deemed Qualified Bids, further assistance from the Consultant was not necessary.

Protective Steps to Enhance Integrity and Efficacy of the SISP

58. The Monitor formed a committee (the “**SISP Committee**”) to oversee the progress of the SISP. The SISP Committee consisted of Aaron Gilbert (Chief Executive Officer of BRON) and Steven Thibault (Chief Operating Officer of BRON), and BRON’s advisor, Adam Davids (who was formerly in-house counsel at BRON) and representatives from the Monitor.
59. To further protect the integrity of the SISP, the Monitor told Management at the outset about
- a) its responsibility to assist with the SISP and work toward a successful outcome;
 - b) the need to maintain the confidentiality within the SISP, including the identity of Potential Bidders and the terms of LOIs and bids; and
 - c) the need to respect the SISP procedures, including not contacting interested parties that had not followed the SISP rules and not entering into any “side deals”.
60. Management acknowledged its understanding of, and full commitment to comply with, these rules.

61. Immediately prior to the commencement of the SISP, BRON's now-former Chief Financial Officer, Dave Whitney (the "**Conflicted Member**"), informed the Monitor that he was likely to participate in the SISP and become a Potential Bidder. As a result, the Monitor took the following additional protective steps to ensure fairness of the SISP:
- a) The Conflicted Member's involvement in answering questions for the Q&A Tracker was limited to areas where the Conflicted Member had specific valuable knowledge of BRON and industry expertise. The Monitor first had to be satisfied that the Conflicted Member's input was necessary, and it monitored such involvement; and
 - b) The Conflicted Member was precluded from attending any meetings with the Monitor or Management that involved discussion of the SISP (including LOIs or Bids).
62. In addition, the Conflicted Member committed to the Monitor in writing that, among other things,
- a) he would assist BRON with the SISP Procedure in good faith;
 - b) where he was permitted to provide information, he would provide all appropriate information to other bidders in the SISP, including the information that those bidders may reasonably require in order to consider making a bid and determining the terms of a bid;
 - c) he would not discourage, whether directly or indirectly, any other bidder from making a bid, and he would not influence the amount or terms of any bid;
 - d) he would not take any step that could reasonably be seen as advantaging his bid over other bids for the same assets (including *en bloc* bids that include those assets);

- e) he would not receive or review any LOIs or other bids unless the Monitor consented (which consent the Monitor never provided); and
- f) if he was approached to participate in any other bidder's bid or if such other bidder might provide benefits to him (such as employment in the future), he was required to immediately disclose such circumstances to the Monitor in writing.

63. BRON and the Monitor also recognized from the start of these proceedings that involvement of the Interim Lender as a Potential Bidder could raise concerns about fairness and the integrity of the SISP. Accordingly, the following protective measure was included in paragraph 36 of the SISP Procedure, which was approved by the court on July 28, 2023:

Notwithstanding any other provision of the SISP, the [Interim] Lender shall not be entitled to: (i) receive copies of any LOIs received by the LOI Deadline in the event the [Interim] 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 the [Interim] Lender elects to submit a Final Bid.

64. The Monitor reviewed this provision with the Interim Lender and the Interim Lender acknowledged its understanding and acceptance of it.
65. No evidence has come to the Monitor's attention to suggest any breach of the foregoing protocols has occurred, and the Monitor is satisfied with the manner in which the SISP was executed, particularly considering the precautions imposed.

Due Diligence by Potential Bidders – Overview

66. At the outset of the SISP, the Monitor in consultation with BRON established a process to supplement the information in the VDR as Potential Bidders posed questions and those questions were answered. The Monitor established a Question and Answer tracker (the "**Q&A Tracker**") in the VDR, in which all Potential Bidder questions were recorded and

into which BRON's were posted. In this way, all Potential Bidders received additional information at the same time. Further, all parties that had access to the VDR (including Potential Bidders) received automated email notifications as new documents (including updates to the Q&A Tracker) were uploaded to the VDR.

67. In order to maintain a level playing field amongst all Potential Bidders and thus protect the integrity of the SISP, the Monitor also set protocols for Potential Bidders' meetings with BRON to receive additional information. The general process was as follows:

- a) The Monitor advised each Potential Bidder to submit Q&A requests and meeting requests directly to the Monitor. This protocol was also specified in the CIM. The Monitor attended all virtual meetings between Potential Bidders and Management and took detailed notes for the purposes of ensuring that any information that was disclosed to one Potential Bidder was tracked and included in the Q&A Tracker; and
- b) The Monitor instructed BRON not to provide any detailed or confidential information to any Potential Bidder without the Monitor being copied or in attendance, again so that such information could be included in the VDR.

68. Questions that Potential Bidders posed to the Monitor or BRON by email or during virtual meetings generally related to the following topics:

- a) the nature of revenue(s) associated with the assets of BRON (e.g., existing royalty revenue streams that provide cashflow and the associated agreements, the existing film library revenue and breakdown, etc.);
- b) summaries of ten-year revenue and cost projections for projects, displayed in standard studio format (i.e., waterfall model of contracted and projected

revenues, distribution fees, financing repayment obligations, co-owner participations, other participations, residuals, tax credits, and budget inputs);

- c) breakdown of the total debt of BRON outstanding and the assets associated with the debt;
- d) BRON's IP ownership of productions as compared to the profit participation rights;
- e) financial statements of the various third-party investee company's that BRON has interests in;
- f) production-specific documents such as Distribution Agreements, Collection Account Management Agreement statements, Licence Agreements, Participation Reports, Studio Ultimates, and Sales Reporting Statements;
- g) production reports, cost reports, sales estimates, finance plans, and tax credit summaries; and
- h) information about hardware and software (e.g., number and type of workstations, size and model for the server system, specs for the Motion capture system etc.).

69. These procedures adopted during the SISP were designed to ensure that all information that BRON provided to one bidder was also provided to all other bidders, and that this was done on a timely basis.

70. During the course of the SISP, Management and the Monitor met with the following Potential Bidders (the names of which are being kept confidential), which included both strategic and financial purchasers from different industries:

- a) August 11, 2023: a media and entertainment focused strategic advisory firm;

- b) August 16, 2023: a leading global subscription video on-demand over-the-top streaming service company;
- c) August 17, 2023: a family office investment firm;
- d) August 18, 2023: a film production, acquisition, and distribution company focused on developing and distributing high-quality, talent-driven films;
- e) August 18, 2023: an investment firm focused on real estate, oil and gas, technology and media;
- f) August 22, 2023: a private investment firm focused on projects, assets, and corporate opportunities across the media and entertainment industries;
- g) August 22, 2023: a multinational entertainment company involved in the acquisition and production of films and television series;
- h) August 23, 2023 and August 31, 2023: a visual effects and animation company;
- i) August 24, 2023 and August 25, 2023: a distressed debt fund of a global investment management company;
- j) August 25, 2023: an integrated global media production and distribution company;
- k) August 30, 2023: a media and entertainment focused asset management company;
- l) August 31, 2023: a global entertainment company focused on the creation, production and distribution of feature films and premium television series; and
- m) August 31, 2023: a motion pictures production company.

71. Overall, the Monitor and BRON were able to answer questions from the Potential Bidders as well as post additional requested information to the VDR. The Monitor notes that a

significant portion of the legal documentation supporting the various live action and digital productions, library, and investments in third party companies was uploaded by BRON.

72. However, the two main areas of enquiry and concern from Potential Bidders were financial information regarding Slate Projects (as defined below) and financial information pertaining to the investments in third party companies.

Due Diligence – Potential Purchasers’ Requests for Additional Information

73. A significant number of the Potential Bidders asked to see additional quantitative evidence in order to perform their valuations and asset assessments. This was especially true regarding a subset of BRON’s assets, namely the potential entitlements of certain Petitioners under three film slates (the “**Slates**”) which, in total, included 17 live action films (the “**Slate Films**”).
74. The 17 Slate Films are grouped into the following Slates:
- a) the Warner Brothers Slate (“**WB1 Slate**”), which includes six live action films;
 - b) the MGM Slate 1 (“**MGM1 Slate**”), which includes six live action films; and
 - c) the MGM Slate 2 (“**MGM2 Slate**”), which include five live action films.
75. In general terms, a special-purpose company (the “**SPC**”) raised funds from various investment sources and then entered into a slate co-finance agreement with a major movie studio to provide partial financing of a Slate. The SPCs for the Slate Films are not Petitioners, and therefore (as is described below) the focus for purposes of the SISP is on the residual interest in the Slates that certain Petitioners have.
76. The co-finance agreement typically set out the percentage of financing that the SPC would provide for each Slate Film, which often ranged between 25% and 50% and varied by Slate Film. Financing at the Slate level, rather than at the individual live action film level,

was intended to reduce risk because the revenues from successful Slate Films could offset investment losses from unsuccessful ones.

77. One or more of the Petitioners had the right to receive certain net proceeds from the Slates, typically in the form of a carried interest ("**Carried Interest**"), once initial investments and expenses were reimbursed. Studios typically prepare periodic reporting on revenues and expenses generated from Slate Films ("**Slate Information**"). In addition, studios typically provide detailed estimates (known as "**Ultimates**") of the overall revenues and expenses that each Slate Film will generate during its first cycle. The Ultimates allow parties holding the Carried Interest to predict what revenue the Carried Interest may eventually generate and thus what the value of the Carried Interest is.
78. BRON's interests in these Slates are ultimately held by BRON Creative USA Corp., which is 50%-owned by BRON Studios USA Inc. (a Petitioner) with the other 50% being owned by a third-party non-Petitioner company, BLAC Corp.(an affiliate of Creative Wealth Holdings Ltd.) Pursuant to the Co-Finance Agreements entered into between the relevant Petitioner and studios and/or investors, monies generated from these slates are distributed according to a waterfall. In the example of the WB1 Slate, monies are first paid to the investors until their capital contributions are fully repaid, then the preferred returns to members until 15% p.a. on contributed capital is paid in full. After these amounts are paid, the remaining proceeds are split between the investors and BRON Creative USA Corp. on a certain percentage basis, which is the Carried Interest.
79. Due to the methodology related to how the Carried Interest is calculated, repayment of capital contributions and payments of the preferred return to members (as well as Carried Interest) are made on an aggregate basis in relation to an entire Slate. It is therefore difficult to attribute a given dollar of Carried Interest to a specific Slate Film. Therefore,

any sale of the rights to the Carried Interest for a Slate would be on a Slate-wide basis rather than on the basis of a single Slate Film.

80. In its original state, the VDR contained less than complete information about the Slates. The Monitor made extensive efforts to obtain further information (e.g., revenues, expenses, and corresponding financial projections) relating to the Petitioners' rights to distributions under the WB1 Slate, MGM1 Slate, the MGM2 Slate and more recently, the Sony Pictures Slate (consisting of three live action films). BRON informed the Monitor that it did not possess the financial information relating to the Slates because that record-keeping function was the responsibility of CWML and that BRON had not been provided such information for approximately the past five years, despite BRON's requests to CWML that it be provided.
81. On September 3, 2023, counsel to CWML provided the Monitor with Ultimates for the MGM1 Slate, MGM2 Slate and Sony Pictures Slate (the "**MGM1 Slate, MGM2 Slate and Sony Pictures Slate information**") on a private and confidential basis. At that time, counsel to CWML advised that all of the MGM1 Slate, MGM2 Slate and Sony Pictures Slate information is accessible to BRON.
82. On September 9, 2023, with the consent of CWML, the Monitor provided BRON with the MGM1 Slate, MGM2 Slate and Sony Pictures Slate information while advising BRON of the following:

The Monitor has obtained agreement from CWM to provide the attached documents regarding the MGM Slates to Bron Management under similar conditions as those imposed upon the Monitor. In particular, CWM has advised that the Monitor can share the MGM slate information with BRON on the condition that it will not be shared with any other party (by BRON or the Monitor) and that it will not be placed in the data room.

CWM also advises that it is concerned about BRON or third parties relying on this slate information.

CWM's position is that BRON should already have access to all of the information

on which the Reports are based, and therefore BRON could have assembled the slate financial information itself.

The Monitor remains of the view that having the widest scope of information in the data room is a benefit to all potential bidders. The Monitor would like to have the slate financial information put into the data room, but it is constrained by the conditions that CWM has placed on the attached MGM slate information. Therefore, the attached information is being provided to BRON on the condition that BRON not disclose this information further or put it into the data room. If BRON is not prepared to accept such condition that CWM has imposed, it should delete this email and not review or retain the slate information.

The Monitor also encourages BRON to try to determine whether, based on the attached slate information, it could prepare a similar financial summary based on its own records. If BRON can prepare its own summary based on its own records, this could be included in the data room.

Lastly, CWM advised (via their counsel) that they would complete and provide similar information for the WB1 slate by Monday morning to the Monitor. We anticipate similar conditions to be required regarding that information usage.

83. BRON reviewed the MGM1 Slate, MGM2 Slate and Sony Pictures Slate information and advised that the analysis provided by CWML was still missing one component and that such financial information could only be provided by CWML. BRON was able to perform a reasonability check on what CWML had provided and agreed that the information appeared reasonable, but required the missing component, namely estimated future distributions to the partners, limited partners, and special limited partners under the relevant agreements (including some of the Petitioners). This missing information was necessary to allow potential bidders to conduct a net present value calculation to establish a value of the Carried Interest of the relevant Petitioner(s) in each Slate.
84. In the end, the Ultimates for the Slates were not uploaded to the VDR and the dispute between CWML and BRON regarding the extent and accuracy of information about the Slates was never resolved.
85. Nonetheless, in an effort to provide at least some relevant information to Potential Purchasers relating to the Slates, on August 31, 2023, the Monitor sent an email to all

Potential Purchasers in order to provide some further general information about how the Carried Interest is calculated for the Slates in relation to which one or more BRON entities have the right to receive certain proceeds and that bids for BRON's rights to receive such proceeds from the Slates should be structured accordingly. A copy of this email is attached hereto as **Appendix “17”**.

86. The Monitor does not believe that incomplete information in respect of certain of the Slates had an adverse effect on the ultimate result of the SISP. Based on the information about the Slates that the Monitor did see, and the priority payments due to investors until their capital contributions are fully repaid and the preferred returns to members (as described above), it does not appear as if the Carried Interests had significant value.

Due Diligence – Information on Portfolio Investments for Sale

87. As the First Gilbert Affidavit disclosed, the Petitioners hold a minority interest in a number of other film production companies. Those interests are part of the assets included in the SISP.
88. These investment companies (the “**Investment Companies**”) are as follows, categorized under the Petitioners that hold interests in the Investment Companies:

Investments	Ownership %
<u>Bron Ventures 1 LLC</u>	
Media Res	24.85%
PictureStart	5.00%
EMJAG	25.00%
VideoShop	1.60%
<u>Bron Ventures 1 (Canada) Corp.</u>	
Epic Story Media	25.00%
<u>Bron Studios USA Inc.</u>	
Mad Solar	33.30%
Blackhand Media	50.00%
Little Lamb	5.00%
<u>Bron Media Holdings USA Corp.</u>	
Subnation	5.00%
Total	

89. The Monitor undertook additional efforts to understand the nature of the interest of BRON in the Investment Companies and to obtain financial information about them. The Monitor saw the inclusion of financial statements in the VDR as an important tool that Potential Purchasers could use to value BRON's interest in the Investment Companies.
90. Epic Story and PictureStart had previously provided their most current set of financial statements, whether internally-generated or prepared by their accountants. When a number of Investment Companies asserted "confidentiality" as the basis for not providing financial information that could be put into the VDR, on August 21, 2023, US counsel to BRON issued demand letters for financial statement information to such Investment Companies. Only PictureStart and Little Lamb responded to the demands, and they provided the required financial statement information. This information was uploaded to the VDR.
91. Obtaining information about MediaRes proved difficult. BRON had informed the Monitor that BRON and Media Res were not on speaking terms. There was also ambiguity as to the current percentage share holdings of the BRON's investment in Media Res because MediaRes, BRON Ventures 1 LLC ("**BV1**"), and a number of other Petitioners had entered into a Transactions and Settlement Agreement dated October 27, 2021 (the "**TSA**"), pursuant to which BV1 had agreed to sell back to MediaRes 220 of the 250 units of MediaRes that BV1 then held. If the transactions contemplated by the TSA had been fully closed, BV1 would only hold a 3% interest (30 units) rather than the 24.85% interest (250 units) that it formerly held. Following enquiries that it made, the Monitor learned that MediaRes had only completed the acquisition of two units under the TSA, leaving 248 units owned by BV1. The TSA contemplated that MediaRes would acquire the remaining 218 units but only pursuant to one or more subsequent closings, which would only occur after MediaRes gave notice that it wished to undertake such closings. MediaRes had not

taken steps to complete any further closings and therefore BV1 continues to hold 248 units of MediaRes subject to whatever rights MediaRes may still have to complete further closings pursuant to the TSA.

92. After investigating this issue, the Monitor communicated to the Potential Bidders (via notice in the VDR) that BV1 still continues to hold a 24.85% interest in MediaRes. The TSA has been posted in the VDR since inception and thus any rights that MediaRes may have under such agreement have been disclosed to Potential Bidders.
93. After Media Res failed to respond to the aforementioned demand letter, US counsel to BRON was able to negotiate with MediaRes and obtain from the US Court on September 12, 2023 a Stipulated Protective Order pursuant to 11 U.S.C. section 107(b), to allow the production of MediaRes financial statements for fiscal 2021, 2022, and 2023 and year-to-date 2023 to the relevant Petitioners, the Monitor, and their respective counsel. Media Res was not willing to allow this financial information to be more widely disclosed or to be placed into the VDR and therefore the Stipulated Protective Order was narrow in scope. On September 14, 2023, MediaRes provided the specified financial information. However, given the restrictions in the Stipulated Protective Order, the information could not be shared with any Potential Bidder or uploaded to the VDR.

LOI Process

94. As previously mentioned, 38 Potential Bidders executed CNDAs and were actively reviewing or downloading the documents contained in the VDR and subsequently asking questions and/or requesting calls with the Monitor and BRON.
95. The LOI Submission Deadline (as defined in the SISP Procedure) was initially set at 5:00 p.m. (Pacific Time) on August 25, 2023. However, paragraph 8 of the SISP Procedure allows the Monitor and the Petitioners, with the consent of the Interim Lender in its sole

discretion, to extend the LOI Submission Deadline, if the Monitor determines that such an extension will generally benefit the creditors of the Petitioners and other stakeholders.

96. The following issues arose as the LOI Submission Deadline was approaching, which led to discussions among the Monitor and BRON to consider an extension of the LOI Submission Deadline:

- a) Known Potential Bidders had contacted the Monitor at varying times after the opening of the VDR on August 7, 2023. Once in receipt of the CNDA, many of these parties requested changes to the CNDA which necessitated involvement of the Monitor's counsel to ensure fairness and equity among all parties who eventually signed the CNDA. This resulted in nearly one-half of the Potential Bidders being given access to the VDR less than a week before the initial LOI Submission Deadline (i.e., 18 Potential Bidders were invited to the VDR between August 18 and August 31 as compared to 20 that were given access between August 7 and August 17, all dates inclusive); and
- b) After the VDR went live on August 7, 2023, the Monitor and BRON continued to assemble pertinent due diligence information requested by the Potential Bidders and place such information in the VDR. However, as previously described, certain critical financial information related to key assets remained outstanding, namely various financial information related to the Slate Projects and outstanding financial information relating to the Investment Companies. The Monitor and BRON believed that due to this situation, Potential Bidders should be provided with additional time to perform their due diligence.

97. As a result, on August 25, 2023, the Monitor, in consultation with BRON and with the consent of the Interim Lender, extended the LOI Submission Deadline for one week to 5:00 p.m. (Pacific Time) on September 1, 2023 (the "**Revised LOI Submission**

Deadline") and also extended the Final Bid Submission Deadline to 5:00 p.m. (Pacific Time) on September 15, 2023 (the "**Revised Final Bid Submission Deadline**"). This represented a one-week extension of each of those deadlines.

98. In making the decision to extend the LOI Submission Deadline, the Monitor and BRON considered the following factors:

- a) During calls with Potential Bidders, certain Potential Bidders expressed a strong interest in submitting an LOI but felt constrained to make an informed decision due to limited amount of time to complete due diligence and the lack of certain information in the VDR;
- b) Given the concerns expressed in subparagraph a), there was a possible risk that more than one Potential Bidder might not submit an LOI. The Monitor wished to avoid this situation as the Monitor believed it might adversely affect the outcome of the SISP; and
- c) Despite the Final Bid Submission Deadline being extended, the Monitor and BRON believed that remaining steps in the SISP, including approval of one or more transactions by the court and the close of transactions could still be achieved within the then-current stay period (ending October 18, 2023) and period of the existing Court-approved 13-Week Cash Flow dated July 19, 2023 (the "**Initial Cash Flow Forecast**").

99. In summary, The Monitor believed that a one-week extension would favourably enhance the likelihood of a successful SISP, which would benefit the creditors and the Petitioners' other stakeholders. The Final Bid Submission Deadline was similarly extended by one week from September 8, 2023, to September 15, 2023.

100. On August 25, 2023, all the Potential Bidders were notified of the Revised LOI Submission Deadline and Revised Final Bid Submission Deadline and were provided the following summary of changes that were in effect at that time:

Key Deadlines	Per SISP Order	Revised Date
LOI Submission Deadline	August 28, 2023 5:00pm PST	September 1, 2023 5:00pm PST
Final Bid Submission Deadline	September 8, 2023 5:00pm PST	September 15, 2023 5:00pm PST
Review and Selection of Bids	As soon as practicable	As soon as practicable
Application to the Court for Approval Order(s)	As soon as practicable	As soon as practicable
Closing of the Transaction	October 6, 2023	October 6, 2023

Outcome of the LOI Process

101. By the Revised LOI Submission Deadline, the Monitor received a total of 11 LOIs. The Monitor carefully reviewed all LOIs and, in consultation with BRON, the Monitor deemed that all 11 LOIs met the criteria of a Qualified LOI, as prescribed in the SISP Procedure. After follow-up correspondence with each of the parties that submitted LOIs, the Monitor accepted all 11 Qualified Bidders (whose status changed from “**Potential Bidders**” to “**Qualified Bidders**” pursuant to the SISP Procedure) into the Final Bid Process (as defined in the SISP Procedure).
102. As a result of the protective measures implemented by the Monitor to ensure the integrity of the SISP, neither the Conflicted Member nor the Interim Lender was provided an opportunity to review the LOIs or receive any information regarding the LOIs. Both the Conflicted Member and the Interim Lender had submitted an LOI and were thus disqualified from receiving or reviewing information about other LOIs or the identity of Qualified Bidders.
103. A summary of the LOIs received is attached hereto as **Confidential Appendix “4”**.

104. On September 5, 2023, the Monitor received one additional LOI. The Monitor advised the party that it could not accept the LOI as it was received after the Revised LOI Submission Deadline. As of the date of this report, the Monitor has not received further correspondence from this party.
105. On September 11, 2023, another party contacted the Monitor to ask whether it could submit an LOI at that stage. On that same day, the Monitor advised the party that, pursuant to the SISP Procedure, it was too late to submit an LOI.

Final Bid Process

106. On September 5, 2023, the Monitor gave notice to those Potential Bidders that submitted LOIs that the Monitor determined were Qualified LOIs that they were deemed to be Qualified Bidders and could participate in the Final Bid Process phase of the SISP.
107. Following this notice, Qualified Bidders continued with their due diligence, including asking further questions posed via the Q&A Tracker and teleconference meetings with Management and the Monitor.
108. In addition to the Management meetings hosted prior to the Revised LOI Submission Deadline, the Monitor hosted the following virtual Management meetings with certain of the Qualified Bidders prior to the Revised Final Bid Submission Deadline:
 - a) September 8, 2023 and September 15, 2023: Bidder # 3 (as noted on Confidential Appendix "4");
 - b) September 8, 2023: Bidder #5; and
 - c) September 14, 2023: Bidder #11.
109. Considerable discussions and correspondence with the Monitor and BRON also ensued with certain Qualified Bidders regarding various assets of the Petitioners and the corporate

structure of them, but with particular emphasis on the Slate Projects. As previously mentioned, because CWML did not consent to allow the information to be included in the VDR, Potential Bidders and Qualified Bidders were not provided with any information that the Monitor received from CWML regarding the MGM1 Slate, MGM2 Slate and the Sony Pictures Slate. Further, since CWML never provided any information about provided the WB1 Slate, Potential Bidders and Qualified Bidders also did not receive any CWML information about such slate.

Outcome of the Final Bid Process

110. By the Revised Final Bid Submission Deadline, the Monitor received a total of eight Final Bids. A summary of the Final Bids received is attached hereto as **Confidential Appendix “5”**. The Monitor notes that three Qualified Bidders (Bidder #1, Bidder #3, and Bidder #7) did not submit Final Bids. After the Revised Final Bid Submission Deadline, Bidder #1 informed the Monitor that it did not submit a Final Bid because it did not wish to change the terms of the LOI and therefore Bidder #1 (incorrectly) believed that submitting a Final Bid was not necessary.
111. In discussions on September 14, 2023, and September 19, 2023, Bidder #3 expressed concern whether it could obtain certainty about what assets it was purchasing in its bid for nine projects overall in the MGM1 Slate, the MGM2 Slate and the WB1 Slate (but not all projects in each Slate) as well as nine North American projects, along with the associated financial information related to each project.
112. The Monitor is not aware of the reasons for Bidder #7 not submitting a Final Bid but can report that the allocation of the purchase price in that bidder’s LOI appeared low and overlapped somewhat with the Final Bids of other Qualified Bidders.

113. All of the eight Final Bids were Asset Bids. No Restructuring Bids or Hybrid Bids were submitted.
114. Because the Interim Lender submitted a Final Bid, the Monitor and BRON excluded the Interim Lender from participating in the review or evaluation of the other Final Bids.
115. The Monitor carefully reviewed all eight Final Bids and undertook the following, in conjunction with BRON:
- a) conducted an analysis of each of the Qualified Asset Bids (collectively, the “**Qualified Bids**” or individually, a “**Qualified Bid**”) in order to ensure their conformity with the SISP Procedure relating to the specific requirements of a Qualified Bid;
 - b) reviewed in detail, in conjunction with the Monitor’s counsel and BRON’s counsel, the purchase agreements related to each of the Qualified Bids received;
 - c) created a summary analysis, shared with Management and BRON’s counsel, detailing specifics of each of the Qualified Bids, particularly relating to assets where Qualified Bids had offers on the same assets of BRON (the “**Overlap Assets**”);
 - d) engaged with counsel to each of Bidder #4 (“**Bidder #4**” or “**CWML**”) and Bidder #10 who provided a Credit Bid (as defined in the SISP Procedure) in order to request further clarification regarding certain elements of these Final Bids, including as they pertain to the Overlap Assets; and
 - e) sent a follow-up email to all Qualified Bidders, except those who submitted a Credit Bid regarding offering an opportunity to reconsider the amount of their bids and, if they deem it advisable, to amend their bids to increase the purchase price offered.

116. The Monitor notes the following ways in which certain Final Bids deviated from the LOIs submitted by such Qualified Bidder (as noted on Confidential Appendix “5”):
- a) Bidder #5: exclusion of the UK assets, the Digital Production Pipeline Assets and 9 North American projects;
 - b) Bidder #6: exclusion of two North American projects; and
 - c) Bidder #11: exclusion of two North American projects and inclusion of one North American project that was not included in the LOI.
117. The Monitor is not aware why Bidder #5, Bidder #6, and Bidder #11 included an amended scope of assets in their Final Bids relative to their LOIs.
118. On September 19, 2023, Bidder #1 advised the Monitor that it did not have funding to revise its Final Bid of \$1. Bidder #1 then withdrew its Final Bid. In light of this statement and previous interactions with Bidder #1 as well as the fact that a \$1 bid was not commercially reasonable, the Monitor accepted Bidder #1’s request to withdrawal its Final Bid.
119. The Monitor held various conference calls with Qualified Bidders to discuss the following:
- a) Separate discussions on September 19, 2023, September 21, 2023, and September 22, 2023 with CWML and Bidder #10:
 - i. the Overlap Assets;
 - ii. treatment of those assets bid on where CWML: i) is not a lender with regard to the specific assets; ii) does not have a first priority security interest or security interest of any nature; and iii) is subordinated under an intercreditor agreement; and

- iii. clarifying certain specific aspects contained in its asset purchase agreement (an “**APA**”) including the assumed contracts and other assets.
 - b) September 19, 2023, discussion with Bidder #10:
 - i. discussion relating to the significant discrepancies between the debt amounts included in Bidder #10’s APA as compared against those recorded in BRON’s books and records and included in the VDR; and
 - ii. the willingness of Bidder #10 to accept cash consideration over assets where it is both a bidder and holds priority indebtedness, and other qualified bidders have bid on that same assets.
120. During the call of September 19, 2023, Bidder #10 informed the Monitor that the figures referenced within its APA were inclusive of interest amounts associated with the credit bid debt and that it would provide the Monitor with revised figures in due course (*i.e.*, to remove the interest component).
121. On September 20, 2023, the Monitor received a revised accounting schedule from the Bidder #10, including revised figures. Although such revised figures reduced the discrepancy between those recorded in BRON’s books and records and included in the VDR, a material unreconciled difference remained.
122. On September 21, 2023, a day after the Monitor’s counsel provided Bidder #10 with a blackline of the Monitor’s suggested changes to the APA submitted by Bidder #10, Bidder #10 informed the Monitor that it could not accept the suggested changes and that Bidder #10 was terminating its credit bid.
123. On September 21, 2023, the Monitor’s counsel advised Bidder #10 that pursuant to the paragraph 27 of the SISP Procedure, Bidder #10’s Qualified Bid

is irrevocable for 45 days or until court approval. The Monitor and BRON continue to rely on the protections set out in para. 27 of the SISP procedures. Thus, we do not agree that [Bidder #10] has been relieved of its obligations under its bid.

124. Between September 21, 2023 and mid-October, BRON and the Monitor made multiple enquiries of Bidder #10 to see whether it still wished to enter into a definitive agreement with BRON, but Bidder #10 ultimately decided not to. In any event, Bidder #10 submitted a credit bid that did not provide any cash consideration or contemplate the payment of any amounts due under the priority charges (in whole or in part) and was only in respect of certain of the Petitioners' assets.

Definitive Documents Extension

125. The Final Agreement Deadline (as defined in the SISP Procedure) was initially set at 5:00 p.m. (Pacific Time) on September 22, 2023. However, and as previously stated in this Second Report, paragraph 8 of the SISP Procedure allows the Monitor and the Petitioners, with the consent of the Interim Lender in its sole discretion, to extend various deadline, if the Monitor determines that such an extension will generally benefit the creditors of the Petitioners and other stakeholders.
126. Given the extensions to the LOI Submission Deadline and the Final Bid Submission Deadline, the original Final Agreement Deadline of September 22, 2023, fell only one week after the Final Bid Submission Deadline. Given the time needed to review the Final Bids and determine whether they were Qualified Final Bids, to obtain clarification about the terms of some of the Final Bids, and to comment on the draft purchase agreements corresponding to each Winning Bid, the Monitor and the Petitioners, with the consent of the Interim Lender, extended the Final Agreement Deadline as follows:

- a) from September 22 to September 29, 2023, initially and then implemented a further extension;

- b) until 5 pm PT on Friday, October 6, 2023, and then implemented a further extension;
- c) until 5 pm PT on Friday, October 13, 2023; and then implemented a further extension;
- d) until 5 pm PT on Friday, October 20, 2023; and
- e) a final extension to 5 pm PT on Tuesday, October 24, 2023 (collectively the **“Revised Final Agreement Deadlines”**).

127. The Revised Final Agreement Deadlines were also necessary because BRON and Bidder #4 needed to contact other stakeholders with interests in various assets that Bidder #4 intended to acquire, including Comerica Bank (**“Comerica”**), William Morris Endeavor (**“WME”**), the guilds or unions whose members provided services to productions (**“Guilds”**), and certain companies in which BRON is an investor. The Monitor understands that Bidder #4 consulted with WME but BRON did not as it was not necessary.
128. The Monitor gave notice of each of the Revised Final Agreement Deadlines to all Qualified Bidders.
129. Between the LOI Submission Deadline and the Final Bid Deadline the Monitor gave notice to all Qualified Bidders that they were required to allocate their purchase price or credit bid among each of the individual assets on which they intended to bid, so that the Monitor would be able to compare each of the Qualified Bids.

Final Assessment of Each of the Qualified Bids

130. As a result of its review of the Qualified Bids and any corresponding allocations of purchase price, the Monitor reached the following conclusions:

- a) Bidder #2 did not offer any cash (other than to set-off a purchase price against an unsecured pre-filing amount owing to Bidder #2), and thus the Monitor determined this bid should not be pursued to completion;
- b) Bidder #5 did not meet the criteria of a Qualified Bid (set out in paragraph 26 of the SISP Procedure) because the bid that was submitted did not include a proposed APA, the bid was still subject to further due diligence, and Bidder #5 did not provide a deposit;
- c) Bidder #6's bid related mainly to assets of BRON UK entities (which was permitted by the SISP Procedure even though such entities were not Petitioners). Bidder #6 did make a bid on one asset of a Petitioner, but the purchase price was materially inferior to other Qualified Bids. The Monitor ultimately determined the cost of adding the BRON UK entities to the CCAA proceedings did not justify selling the relevant UK assets to Bidder #6. BRON has recently informed the Monitor that it has commenced separate insolvency proceedings in the UK and therefore the assets of the BRON UK entities can be disposed of or otherwise dealt with in those proceedings for the benefit of the BRON UK entities' creditors;
- d) Bidder #8 bid for assets in which CWML already holds a partial (but material) interest and its bid was premised on acquiring a full interest in the assets. Since CWML later informed the Monitor that it would not sell its partial interest to Bidder #8 for the price proposed by Bidder #8 to facilitate Bidder #8's acquisition of a 100% interest by Bidder #8, the Final Bid by Bidder #8 was not capable of being pursued;
- e) The price offered by Bidder #11 was negligible;

- f) Bidder #9 made a Final Bid for a discrete set of assets involving meaningful consideration and therefore the Monitor undertook negotiations with Bidder #9 about a final Asset Purchase Agreement; and
 - g) CWML delivered a Final Bid that was primarily a credit bid involving significant consideration and the acquisition of a broad range of assets, which the Monitor then pursued.
- 131. Given the invalidity or above-noted problems with the other bids, the Monitor and BRON focused their efforts on negotiating final APAs with CWML and Bidder #9. The Monitor and BRON also undertook negotiations about an APA with Bidder #10, which ended when it took the position that its Final Bid was deemed to have been withdrawn.
- 132. The Final Bids from Bidder #9 and CWML needed to be reconciled because each of such bids contained an overlap in the scope of assets bid upon. Further, Bidder #9 was the first-ranking secured lender in relation to the assets on which it bid. BRON's legal counsel, counsel to the Monitor and the Monitor consulted with CWML and Bidder #9 regarding the overlap of their bids. The two bidders engaged in negotiations in respect of a transaction between themselves which ultimately resulted in the Final Bid submitted by Bidder #9 becoming moot (since its security, including, for certainty, its first-ranking security, was purchased by an affiliate of CWML) and therefore Bidder #9 withdrew its bid.
- 133. Between September 22, 2023 and the time of this Third Report, BRON's legal counsel, counsel to the Monitor and the Monitor have had numerous conversations and correspondence with CWML regarding its Final Bid, including, but not limited to correspondence relating to the following items:
 - a) how to reconcile the Final Bids from CWML and Bidder #9;

- b) the impact of the bid on the interests of other stakeholders of BRON, including the Guilds;
- c) transition of the Purchased Assets to CWML; and
- d) the material conditions to closing the transaction contemplated under the CWML APA.

134. A summary of the key terms of the CWML APA terms ultimately reached is as follows:²

a) **Vendors:**

Canadian Vendors	US Vendors
BRON Animation Inc. BRON Creative Corp. BRON Developments Inc. BRON Media Corp. BRON Media Holdings Intl. Corp. BRON Media Holdings USA Inc. BRON Releasing Inc. BRON Studios Inc. BRON Ventures 1 (Canada) Corp. BRON Everest Productions Inc. Fables Productions BC Inc. Gossamer Productions BC Inc. Hench 2 BC Productions Inc. Robin Hood Digital PC BC Inc. Windor Productions BC Inc.	Bakhorma, LLC BRON Creative USA, Corp. BRON Digital USA, LLC BRON Life USA Inc. (BRON Legacy USA Inc.) BRON Media Holdings USA Corp. BRON Releasing USA Inc. BRON Studios USA Development Inc. BRON Studios USA Inc. BRON Ventures 1 LLC Brown Amy, LLC Drunk Parents, LLC Fables Holdings USA, LLC Fables Productions USA Inc. Fonzo Production Services Inc. Fonzo, LLC Front Runner, LLC Front Runner Productions, Inc. Gossamer Holdings USA, LLC Gossamer Productions USA Inc. Green Moon Inc. Harmon Films, LLC Harmon Monster Films, Inc. Harry Haft Productions, Inc. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC) I Am Pink Productions, LLC

² All capitalized terms used in this paragraph and not otherwise defined herein have the meaning set out in the CWML APA. The terms of the CWML APA summarized here include those Unsold Assets that were ultimately included in the transaction.

	Lucite Desk, LLC Needle In A Timestack, LLC Oakland Pictures Holdings, LLC October Series Holdings, LLC Para Productions, LLC Pathway Productions, LLC Red Sea LLC Red Sea Productions Inc. Robin Hood Digital PC USA Inc. Robin Hood Digital USA, LLC Solitary Holdings USA, LLC Surrounded Holdings USA LLC Surrounded Productions USA Inc. Tully Productions, LLC TWWMD Holdings, LLC TWWMD Productions, Inc. Villains Pictures, LLC Villains Production Services, Inc. Welcome to Me, LLC
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- b) **Purchaser:** Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd.
- c) **Purchased Assets:** All of the Vendors' and, if applicable, the Vendor Controlled Subsidiaries' right, title, benefit and interest in, to and under those assets specified in the CWML APA, including:
- i. all cash and cash equivalents;
 - ii. all Books and Records;
 - iii. all tangible and intangible personal property;
 - iv. all protectable works (including, without limitation, motion pictures, audio, visual, and audiovisual works, interactive works, development properties and all literary and written works) in all stages of development and all rights therein and thereto;
 - v. all rights in and to any musical compositions and/or sound recordings whether used on Projects or otherwise;

- vi. all Accounts Receivable;
- vii. all Assumed Contracts;
- viii. all Intellectual Property owned or licensed by the Vendors;
- ix. the proceeds of any and all tax refunds that may be due to the Vendors, subject to certain limited exceptions;
- x. to the extent transferable, all approvals, licenses or permits held or used by the Vendors;
- xi. all claims, actions, causes of action, indemnities, warranties and rights of set-off of the Vendors;
- xii. all equity interests in the capital of Media Res Studio LLC; Picturestart, LLC; Emjag Productions, Inc.; VideoShop; Epic Story Media Inc.; Mad Solar Productions, LLC; Blackhand Pictures, LLC; Little Lamb Productions, Inc.; and Subnation Media Inc.;
- xiii. all partnership interests or units of Hercules-Bron Creative Partnership;
- xiv. all Warranties;
- xv. all Transferred Permits;
- xvi. all software, software code and other electronic data pertaining to the Purchased Assets; and
- xvii. certain enumerated Contracts.

d) **Excluded Assets:** All assets that are not Purchased Assets.

e) **Assumed Liabilities:**

- i. all debts, Liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time;
- ii. the obligation to pay Cure Costs in respect of any Consent Required Contract;
- iii. all debts, Liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time;
- iv. the Priority Indebtedness; and
- v. all obligations owing from any Vendor to any one or more of the Guilds arising from a collective bargaining agreement.

f) **Excluded Liabilities:** All Liabilities other than the Assumed Liabilities.

g) **Purchase Price:** Exclusive of Transfer Taxes,

- i. a credit bid in the aggregate amount of: (1) the Interim Lender Debt, (2) BRON Media Debt, (3) Robin Hood Debt, (4) Solitary Debt and (5) Surrounded Debt;
- ii. an amount equal to the Assumed Liabilities as at the Closing Time; and
- iii. a cash payment of \$9,500.

h) **Outstanding Material Conditions to Closing:**

- i. issuance of the Approval and Vesting Order;
- ii. issuance of the Assignment Order;
- iii. issuance of the Second ARIO;
- iv. issuance of the U.S. Recognition Orders; and

- v. the total Liabilities to the Guilds relating to the period prior to the Closing Time and assumed under the CWML APA shall not exceed \$50,000.
- i) **Outside Date:** November 30, 2023 or such later date and time as the Vendors, with the consent of the Monitor, and CWML may agreed to in writing.
- j) **“As is, Where is”:** Consistent with the terms of a standard insolvency transaction, CWML will accept the Purchased Assets at the Closing Time on an “as is, where is” basis.
- k) **Transition Services:** If requested by CWML, CWML and the Vendors shall enter into an agreement on terms acceptable to CWML, the Vendors and the Monitor, each acting reasonably, pursuant to which the Vendors shall provide such transition services as may be reasonably requested by CWML after the Closing Date to give effect to the Transaction and the transfer of the Purchased Assets to CWML.
- l) **Termination:** The CWML APA may be terminated on or prior to the Closing Date in accordance with the terms of the CWML APA, including as follows:
 - i. by mutual written agreement of the Vendors (with the consent of the Monitor) and CWML;
 - ii. by CWML upon written notice to the Vendors if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Second ARIO and the Approval and Vesting Order are not obtained on or before November 8, 2023 (subject to availability of the Court); provided in each case that the failure to close or obtain such order, as applicable, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement;

- iii. by CWML upon written notice to the Vendors if there has been a material breach by the Vendors of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by CWML, and: (i) such breach is not curable and has rendered the satisfaction of any conditions in favour of CWML or both CWML and the Vendors impossible by the Outside Date; or (ii) if such breach is curable, CWML has provided prior written notice of such breach to the Vendors, and such breach has not been cured within five days following the date upon which the Vendors received such notice, unless CWML is in material breach of its obligations under this Agreement; or
- iv. by the Vendors (with the consent of the Monitor) upon written notice to CWML if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendors, and: (i) such breach is not curable and has rendered the satisfaction of any condition in favour of the Vendors or both the Vendors and CWML impossible by the Outside Date; or (ii) if such breach is curable, the Vendors have provided prior written notice of such breach to the Purchaser, and such breach has not been cured within five (5) days following the date upon which the Purchaser received such notice, unless any one or more of the Vendors are in material breach of their obligations under this Agreement.

Remarketing of Assets Not Subject to Acceptable Bids

135. After determining which assets were the subject of the Final Bids from CWML and Bidder #9 and after taking into account the assets on which no bid had been made as a result of

Bidder #10's withdrawal of its bid, the Monitor was concerned that there remained a number of assets that had been part of the SISP but for which no bid or no acceptable bid had been received (the "**Unsold Assets**"). The Monitor therefore wanted to ensure that such remaining assets could be sold if possible.

136. Accordingly, the Monitor, in consultation with its legal counsel and the Company and its counsel, decided to re-market the Unsold Assets.

137. The decision to re-market the Unsold Assets was driven in particular by the following factors:

- a) Bidder #10 formally withdrew its bid, which included bids for 10 films that were not bid on by any other Qualified Bidders;
- b) the terms or consideration provided in the Final Bids of Bidder #2, Bidder #5, Bidder #6, and Bidder #8 were such that the Monitor and BRON could not proceed with APAs based on such bids;
- c) to ensure that those assets for which no Qualified Bids could be bid on by Qualified Bidders if they wished;
- d) the fact that most BRON employees had been terminated and thus, if the Unsold Assets were not sold, after the SISP ended there might not be any person left who was knowledgeable about the Unsold Assets and who could assist a purchaser down the road; and
- e) to achieve the overall objective of the SISP, which was to realize value for BRON's assets and business overall.

138. The Monitor, in consultation with its legal counsel and counsel to BRON, elected to re-market the Unsold Assets to those Qualified Bidders that submitted a Final Bid, rather

than a broader group of parties, such as all Potential Bidders (i.e., those who signed a CNDA). This decision was based on the following factors:

- a) most Potential Bidders had already decided not to submit even an LOI and thus did not appear to be serious potential purchasers;
- b) the list of Qualified Bidders that submitted a Final Bid was essentially the same as the list of parties that had submitted an LOI;
- c) by submitting a Final Bid (even if it was not ultimately accepted by the Monitor), those Qualified Bidders demonstrated their seriousness about purchasing assets;
- d) the Qualified Bidders that submitted a Final Bid had already conducted additional due diligence between the time of their LOIs and Final Bids and were thus in a better position to quickly assess whether they wished to bid on the Unsold Assets without causing significant delay in, or disruption to, the SISF; and
- e) given the tight deadline to complete APAs in time for the sale approval application on November 7, 2023, a decision about whether to submit a Final Bid for Unsold Assets and the making of the bid would have to occur within a matter of a few days.

139. On October 12, 2023, the Monitor informed those Qualified Bidders by email that they were invited to submit Final Bids in respect of the Unsold Assets with any bid required to be communicated to the Monitor by 5:00 p.m. PT on Tuesday, October 17, 2023 (the **“Expanded Asset Bid Submission Deadline”**) and any required deposit also needed to be paid by that time.

140. Following the email sent to those Qualified Bidders on October 12, 2023, through information provided by BRON, the Monitor became aware that a number of the Unsold Assets were likely of low value, including as a result of existing security interests. In other

cases, BRON advised that there were additional Unsold Assets that should be added to the list of Unsold Assets. As a result of this additional information, amended versions of the list of Unsold Assets (including various additions and deletions) were sent to those Qualified Bidders on October 14 and 16, 2023. A copy of the final list of Unsold Assets is attached hereto as **Appendix “18”**.

141. Prior to the Expanded Asset Bid Submission Deadline, the Monitor received inquiries regarding the assets from three Qualified Bidders. However, at the Expanded Asset Bid Submission Deadline, the only Final Bid that the Monitor received from among Qualified Bidders that had submitted a Final Bid was a Revised Asset Purchase Agreement dated October 17, 2023 from CWML which included a number of the Unsold Assets as part of CWML’s bid over and above those that it had previously included.
142. The APA with CWML involves a sale of assets of 40 Petitioners as well as 19 other entities that are not Petitioners (some of which are Non-Petitioner Entities) (the “**Additional Vendors**”).
143. As part of this application for sale approval, BRON is seeking an order to expand the Petitioners that are parties to these CCAA proceedings, specifically to include the Additional Vendors. By adding the Additional Vendors as Petitioners, the court will obtain jurisdiction to approve an APA with CWML, to vest BRON’s interest in the relevant assets in CWML, and also direct an assignment to CWML (or its permitted assignee) of certain contracts to which the Additional Vendors are party. The Monitor supports such relief because it is necessary to allow the transfer of all relevant assets to CWML.
144. BRON is also seeking an order to approve an amendment to the DIP Term Sheet to add the Additional Vendors as borrowers under the DIP Facility and to have the Interim Lender’s Charge attach to the assets of the Additional Vendors. Pursuant to the terms of

the proposed amendment to the DIP Term Sheet, such Additional Vendors will only be jointly and severally liability for obligations incurred from and after November 7, 2023.

145. The Monitor supports such relief. CWML advised the Monitor that CWML required that the Additional Vendors become borrowers under the DIP Term Sheet and Petitioners for CWML to enter into the CWML APA. Accordingly, should the proposed orders be granted, the Petitioners and the Additional Vendors will benefit from the same by having their assets sold (many of which assets would otherwise not be sold in the SISP given the lack of alternative transaction to the CWML APA) and the Additional Vendors will receive the benefit of the CCAA process. The additional professional costs associated with bringing the Additional Vendors into these proceedings as Petitioners and into the Chapter 15 proceedings in the US will be paid for from proceeds of the DIP Facility. BRON has advised that those costs will be approximately \$125,000, including professional fees and US court filing fees.

Monitor's view of the reasonableness of the SISP

146. Notwithstanding the challenges with the SISP process detailed earlier in this report and summarized within the following items below, the Monitor is of the view that the fairness and integrity of the SISP was, and continues to be, upheld throughout the process.
147. This Report previously noted the following issues relating to the marketing of BRON's business and assets:
- a) the difficulties in obtaining information relating to the Slates (including the Ultimates) and BRON's investment in a number of companies, including Media Res;
 - b) the delays at various steps of the SISP that led to extended deadlines for LOIs, Final Bids, and Final Agreement(s); and

- c) the existence of the Unsold Assets after the Final Bids were received and reviewed, which led to a short re-marketing of the Unsold Assets.

148. In addition, the SISP was affected by the complex nature of the Petitioners' interest in various assets. This was a far different situation than when an insolvent party sells assets, the nature of which is clear to bidders, such as in the case of equipment or real property. In the case of BRON, it owns productions at various stages of development. Further, in some cases, BRON produced and distributed a film or television production or, in other cases, it was only a partial investor. In many cases, it had multiple roles, which entitled different Petitioners to receive different forms of compensation at different stages of the production. In the case where BRON holds a residual interest in a completed production, such as a Carried Interest, it is difficult to determine what value can be obtained from such asset because the ultimate value depends on what revenues are realized and what the claims of prior-ranking creditors of the production are.
149. As a result of the unique nature of these assets, the pool of potential purchasers was generally limited to sophisticated parties in the entertainment industry.
150. The Monitor has concluded that the process that led to the proposed transaction with CWML was fair and reasonable in the circumstances. The SISP followed a traditional process of execution of NDA, access to the VDR, submission of an LOI, qualification as a bidder, submission of a Final Bid, and the negotiation of a definitive agreement. Although the original timeline of the SISP provided for execution of definitive agreements (by September 25) approximately eight weeks after the initial distribution of the teaser (August 1), the LOI, Final Bid, and Final Agreement deadlines were ultimately extended by approximately one month in aggregate, thereby allowing more time for parties to review information in the VDR and submit LOIs and bids.

151. In addition, when the Monitor became aware that there were no bids or no acceptable bids for the Unsold Assets, the Monitor and BRON re-marketed those assets.
152. Given the length of the SISP (including the various extensions of time), the number of parties solicited, who signed CNDAs, submitted LOIs, and ultimately provided Final Bids, the Monitor believes that the market for BRON's assets was adequately canvassed.
153. The Monitor supported the SISP throughout. The Monitor was materially involved in the development of the SISP that was approved by the court on July 28, 2023. It was also heavily involved in the carrying out of the SISP, in attending most meetings with Qualified Bidders, in assessing bids, and providing input to BRON about the execution of the SISP and the negotiation of Final Agreements. The Monitor also set up Management protocols for involvement in the SISP.
154. In this process, there was consultation with many key creditors whose interests might be affected by the SISP. This included, for example, parties to Collection Account Management Agreements ("**CAMAs**") that govern the distribution of revenues from productions. The Monitor also communicated with counsel for each of WME and Hercules Film Investors I (US), Inc. ("**Hercules**"). WME acted as sales agent on a number of BRON produced films such as Americana. Hercules is a secured creditor in relation to Americana.
155. After BRON decided that it was likely to enter into the CWML APA, in light of the good faith discussions had with CWML and the anticipated scope of the purchased assets, the Monitor encouraged CWML where reasonably possible to try to (i) negotiate a settlement with WME and Hercules so that their interests would be addressed as part of any transaction, and (ii) reach resolution with Comerica, which has security over tax credits and the proceeds of several productions.

156. The Monitor understands that CWML was ultimately able to resolve issues with a number of secured creditors of BRON so as to permit CWML to acquire BRON's interest in a range of assets. In many instances, such resolutions have or will, if the CWML APA is approved, assure recoveries to certain secured creditors and stakeholders not otherwise likely to be achieved in the circumstances.
157. The proposed transaction as set out in the APA with CWML (the "**CWML APA**") will not unduly affect the interests of creditors and other stakeholders. While BRON seeks a vesting order to transfer assets listed in the CWML APA (the "**Purchased Assets**") to CWML, CWML has assumed liabilities under numerous existing contracts which will ensure that creditors' priority over BRON will still continue when assets are transferred to CWML. This is the case regarding numerous CAMAs, which CWML has agreed to assume and thereby acknowledged the prior-ranking entitlement of other stakeholders such as secured lenders to the production.
158. The Monitor has concluded that the consideration to be provided for the Purchased Assets is fair and represents the best and highest offer received in the SISP. While the CWML provides primarily for a credit bid of CWML's pre-filing secured debt together with the amount owing under the DIP Facility, the value of such credit bid is substantial. The value of the credit bid is roughly equal to aggregate pre-filing debt of approximately \$80 million plus outstanding debt under the DIP Facility of \$5.69 million (as described in paragraph 34 of the Fifth Gilbert Affidavit). On top of that, CWML has given additional value by agreeing to assume numerous existing agreements, including CAMAs, something which increases the overall consideration.
159. In contrast, the few cash Final Bids that were submitted reflected very low purchase prices, such as several thousand dollars per film for a collection of films and \$1 for certain other assets. Moreover, the other non-cash Final Bids that were submitted provided significantly

less consideration than that which is provided under the CWML APA. And, to be clear, no Final Bids, whether individually or in the aggregate, provided sufficient consideration to satisfy amounts owing under the Charges or certain of BRON's other Priority Indebtedness.

160. Other creditors of BRON were free to participate in the SISP and submit an LOI and bid but, apart from CWML, only two other secured creditors made credit bids and those bidders ultimately decided to withdraw their bids.
161. Overall, the SISP canvassed the market and the value of bids received reflects the market's view of the value of BRON's assets.
162. If the CWML APA is approved and an approval order and assignment order are granted, CWML through the DIP Facility will fund an orderly transfer of assets to it. This will allow for the preservation of value of those assets.
163. The Monitor has concluded that, based on the information available to it, the Purchased Assets would achieve a lower value if sold in a bankruptcy or liquidation compared with the purchase price set out in the CWML APA.
164. In conclusion, the Monitor believes that the SISP was a reasonable process and that it led to the maximization of value given the circumstances. The Monitor supports the transaction contemplated by the CWML APA, including the vesting of assets in CWML, and the assignment of specified contracts to CWML pursuant to an assignment order.

REQUEST FOR ASSIGNMENT ORDERS

165. The CWML APA contemplates the assignment to CWML and its permitted assignee, LPF Media Asset Acq, LLC (the "**Permitted Assignee**"), of certain contracts that require counterparty consent to assign such contract or purport to prohibit the assignment thereof,

in respect of which the Assignment Order is sought. These contracts are listed in Schedule “D” and “E” to the proposed Assignment Order (the “**Assigned Contracts**”). They are integral components of the Purchased Assets and were marketed for sale in the SISP.

166. The Monitor has been advised by CWML that CWML and the Permitted Assignee are not prepared to proceed with an assignment of the Consent Required Contracts absent the proposed Assignment Order being made under section 11.3 of the CCAA. The CWML APA is conditional upon an Order from this Court pursuant to Section 11.3 of the CCAA, assigning to CWML and the Permitted Assignee the rights and obligations of the Vendors under the Assigned Contracts for which a consent, approval or waiver necessary for the assignment has not been obtained.
167. The Monitor has been advised by Management that the Company has or will, contemporaneously with this application, deliver request letters to each counterparty of the Assigned Contracts, requesting their consent to the proposed assignment.
168. The Monitor believes that CWML and the Permitted Assignee will be able to perform the obligations under the Assigned Contracts based on the following information that CWML has provided:
 - a) CWML is a limited partnership formed under the laws of the Province of Ontario, with its principal place of business in Toronto, Ontario.
 - b) CWML was formed on or about May 30, 2016 for the purpose of generating income principally through media financing to or for the benefit of borrowers within the media industry.
 - c) Creative Wealth Media GenPar Ltd., a corporation existing under the laws of the Province of Ontario, is the general partner of CWML. In addition to being the

general partner of CW Lending, Creative Wealth Media GenPar Ltd. is also the general partner of Creative Wealth Media Lending Limited Partnership. Creative Wealth Media Lending Limited Partnership is a limited partnership formed under the laws of the Province of Ontario, and is the sole limited partner of CWML. Through Creative Wealth Media Lending Limited Partnership, a Canadian institutional investor with over CAD\$10 billion in assets under management is the sole indirect limited partner of CWML.

- d) The Permitted Assignee is a limited liability company formed under the laws of the State of Delaware. As at the closing date under the CWML APA, it is intended that the sole member of the Permitted Assignee will be a corporation existing under the laws of the State of Delaware, which, in turn, will be a wholly-owned subsidiary of CWML. The Permitted Assignee was formed for the purposes of acquiring the assets of the relevant Petitioners domiciled in the United States in an efficient manner. The Permitted Assignee does not have any material liabilities.

169. The Monitor believes that the proposed Assignment Order will generally be of material benefit to the counterparties to many of the Assigned Contracts. For example, CWML and the Permittee Assignee propose to assume liabilities under numerous

- a) CAMAs;
- b) distribution agreements;
- c) sales agent agreements;
- d) option purchase agreements and writing services (relating to project under development);
- e) existing license agreements; and

- f) agreements pursuant to which Guilds receive proceeds of productions for distribution to their members.
170. The majority of the proposed assignments involve CWML and the Permitted Assignee generally acquiring the overall rights of the relevant Petitioners to a series of productions at various stages of development. These assignments allow CWML and the Permittee to step into the shoes of the relevant Petitioners and to respect existing arrangements (including the entitlement of prior-ranking creditors to payment of monies owed to them on productions), rather than vesting out the interests of those parties/creditors. Accordingly, these assumptions benefit prior-ranking creditors, such as Guilds and CAMA beneficiaries, who will retain their ability to receive payment in priority to the relevant Petitioners.
171. After reviewing the nature of the proposed assignments, the Monitor
- a) approves the proposed assignments;
 - b) believes that CWML and the Permitted Assignee (as significant and known participants in the film and television industry in Norther America) will be able to perform the obligations if the Assignment Order is granted; and
 - c) it would be appropriate to grant the assignment, including because the assignments are central to the successful outcome of the SISP and are a condition of the CWML APA.
172. The Monitor does not believe that the requested assignments will create an unfair imposition upon or interference with third-party rights. In many cases, given that BRON is insolvent and unable to perform a number of the assigned contracts (such as those relating to productions that are at an early stage and which might never otherwise be

developed), the proposed assignment to a known, operating industry player will be of benefit to the counter-parties.

TRANSFER OF INTEREST IN CERTAIN COMPANIES

173. In some cases, such as those described in paragraphs 42 through 56 of the Fifth Gilbert Affidavit, BRON is seeking to transfer its interest in certain investee companies to CWML despite contractual restrictions on the transfer contained in existing agreements involving those investee companies (collectively, “**Transfer Restrictions**”). The Transfer Restrictions include tag-along and drag-along rights, rights of first refusal, and board or other approvals.
174. The relevant Petitioners are seeking to vest their interest in CWML or the Permitted Assignee free and clear of the Transfer Restrictions. However, the Monitor understands that such vesting free and clear of the Transfer Restrictions is only intended to occur once, for the purposes of completing the transaction contemplated by the CWML APA and that the Transfer Restrictions would thereafter continue to apply to CWML and the Permitted Assignee subsequently.
175. Given the limited exception to the Transfer Restrictions being sought and the fact that such vesting is necessary to complete the contemplated transaction (if approved by the court), the Monitor supports the vesting of the interest in the investee companies despite the Transfer Restrictions.

SALE OF ASSETS IN THE ORDINARY COURSE OF BUSINESS

176. During the CCAA Proceedings, Management presented to the Monitor a proposal to sell the distribution rights for two films in the ordinary course of business (i.e., outside the

SISP), namely Americana and Solitary. The Petitioners are currently requesting court approval for the sale of the distribution rights of Americana alone.

Americana

177. On August 1, 2023, BRON brought to the attention of the Monitor its desire to complete a sale by National Anthem Holdings, LLC (a Petitioner) of the distribution rights of Americana to Lions Gate Entertainment Corporation (“**Lions Gate**”) in the ordinary course of business (the “**Proposed Lions Gate Sale**”), which would require Court approval by virtue of the amount of the purchase price exceeding the CAD\$1 million threshold as stated in the ARIO. At that time, the discussions with Lions Gate appeared to be well-advanced.
178. The Monitor advised that in order to support any sale, the Monitor would need to be satisfied that Americana was properly exposed to the market and that all interested parties had the opportunity to consider a potential purchase of the film and, if deemed advisable, to make an offer. BRON advised that WME was the sales agent and had been actively marketing Americana for some time and that the offer from Lions Gate was the best offer and should be accepted by BRON.
179. At the request of the Monitor, BRON introduced the Monitor to WME. On August 3, 2023, the Monitor and WME conducted a conference call and discussed the efforts prior to the CCAA Proceedings by WME to locate a purchaser for the distribution rights of Americana. During that call, the Monitor obtained a verbal recap of the sales efforts undertaken by WME, including exhibiting it at film festivals (such as South-by-Southwest in 2023) and contacting numerous distributors to solicit offers. WME informed the Monitor that Americana’s distribution rights were marketed widely over multiple months to known industry parties and that the terms of the distribution agreement proposed by Lions Gate were the most favourable of any offer received. The Monitor also discussed with the

Consultant the proposed terms for the distribution of Americana. Based on these discussions, the Monitor concluded that the distribution rights for Americana had been extensively marketed before the commencement of the CCAA proceedings.

180. The Monitor understands that Hercules Film Investors I (US), Inc. (“**Hercules**”) may hold a first-position security interest (the “**Hercules Security Interest**”) over the assets of National Anthem, which owns the rights to Americana. On August 8, 2023, US counsel to Hercules issued a letter to the Monitor, a copy of which is attached hereto as **Appendix “19”**, objecting, among other things, to the Interim Lender’s Charge priming the Hercules Security Interest but requesting BRON’s consent to the prompt sale of Americana to Lions Gate.
181. On August 23, 2023, Canadian counsel to Hercules addressed a letter to the Monitor, a copy of which is attached hereto as **Appendix “20”**, which advised of similar issues that US counsel to Hercules expressed but whose position was that the CAMA dated April 3, 2023 created an irrevocable trust over any proceeds acquired from the sale of Americana. The letter also took the position that Hercules did not wish any of the charges created by the ARIO to attach to proceeds of Americana on a priority basis.
182. On or around the time the validity of the issues with Hercules was being discussed, a similar CAMA issue was raised by Canadian counsel to WME regarding WME’s rights under the CAMA as well as the Screen Actors Guild and the American Federation of Television and Radio Artists.
183. Following the review of Qualified Bids that were received, the Monitor ascertained that no bidder made an offer for Americana as part of the SISP. The Monitor therefore supports the Proposed Lion’s Gate Sale.

184. Since the CWML APA does not include the assets of National Anthem as part of the Purchased Assets but does provide for the assumption of the benefits and obligations of other Petitioners under the CAMA relating to Americana, the proposed Lions Gate Sale should not affect the interest of creditors of Americana such as the Guilds, WME, or Hercules. CWML will only receive the residual interest in Americana after prior-ranking parties under the CAMA get paid.

Solitary

185. On August 2, 2023, BRON informed the Monitor that it wanted to complete a sale of the distribution rights of the film, *Solitary* (“**Solitary**”), to WonderHill Studios (“**WonderHill**”) in the ordinary course of business (the “**Proposed WonderHill Sale**”). Attached hereto as **Appendix “21”** is a copy of the initial email chain whereby BRON introduced the Monitor to WonderHill. No signed distribution agreement was in place.
186. On August 4, 2023, the Monitor conducted an initial conference call with WonderHill, at which time WonderHill provided background information of its desire to complete the Proposed WonderHill Sale. During that discussion, the Monitor advised WonderHill of the SISP and that they may wish to participate in same. That same day, WonderHill provided email correspondence regarding what they believed to be the principal terms and conditions of such sale.
187. Over the ensuing week, the Monitor and its legal counsel communicated with BRON and reviewed available documentation to determine the validity and completeness of the Proposed WonderHill Sale.
188. Shortly thereafter, counsel to WonderHill contacted counsel to the Monitor. Counsel to the Monitor requested from counsel to WonderHill all documents relating to the Proposed WonderHill Sale, which was subsequently provided.

189. The Monitor and WonderHill then continued to communicate and exchange information. The principal issue centered around whether there is a binding agreement between BRON and WonderHill on the terms of a distribution agreement.
190. BRON informed the Monitor that it believed that it had reached a binding distribution agreement with WonderHill as of May 5, 2023, based on an exchange of emails over the previous approximately 30 days. WonderHill informed the Monitor that it believed that there was a binding distribution agreement based on the same exchange of emails but with the addition of a further term (the “**Further Term**”) that WonderHill requested by subsequent email dated May 10, 2023 (the “**May 10 Email**”). The Further Term that WonderHill contends is part of a binding distribution is the ability for WonderHill to deduct its costs of editing (without dollar limit) off the net minimum guarantee payment (the “**NMG**”) that it is required to pay to BRON up front for the distribution rights.
191. Based on the Monitor’s review of emails provided by both WonderHill and BRON, it does not appear that BRON ever agreed to the Further Term. Instead, when WonderHill attempted to include the Further Term in a draft of a formal Distribution Agreement, BRON removed such term. Based on these documents and a series of emails that the Monitor’s counsel had with counsel for WonderHill, the Monitor concluded that there was never any meeting of the minds between BRON and WonderHill about the terms of a distribution agreement for Solitary.
192. On September 15, 2023, counsel to the Monitor emailed counsel to WonderHill to advise it about the Monitor’s position. A copy of this email is attached hereto as **Appendix “22”**.
193. On September 15, 2023 at 3:09 pm PT, WonderHill sent an email to the Monitor purporting to make a bid for the distribution rights of Solitary. However, since WonderHill did not sign a CNDA and did not submit an LOI as part of the SISP, it was not a Qualified Bidder in the SISP and thus this email was not a Qualified Asset Bid pursuant to the SISP Procedure.

194. Thereafter, the Monitor understands that BRON and WonderHill entered into direct settlement discussions to determine whether they might be able to agree on terms of a distribution agreement in the ordinary course (i.e., outside the SISP). To the best of the Monitor's knowledge, no settlement with WonderHill has been reached.
195. The CWML APA includes the assets of Solitary Holdings USA, LLC ("**Solitary Holdings**") among the Purchased Assets, but CWML does not intend to assume the liability of Solitary Holdings, if any, to WonderHill in relation to the alleged distribution agreement and any potential liability of Solitary Holdings to WonderHill will be vested out if the CWML APA is approved and the transaction is completed.

BRON Group Turnaround Agreements

196. The Monitor understands that BRON has expended funds on the development of a number of projects that it had determined, prior to commencing the CCAA proceedings, that it did not wish to continue pursuing.
197. On September 18, 2023, BRON's counsel provided a draft letter to the Monitor and the Interim Lender indicating that agreements for certain turn-over of certain projects to the creator/producer had been signed and agreements for the turn-over of other projects were being negotiated. This letter provided details of the proposed turn-over of the following projects (the "**Five Specified Projects**"):
- a) Dream Doll;
 - b) Siege of Bethlehem;
 - c) Splendid Solution;
 - d) Downtown; and
 - e) The Ridge.

198. In addition, BRON informed the Monitor that it was in negotiations to turn-over the following additional projects (the “**Additional Projects**”):
- a) Inherit the Sun;
 - b) Black Snow;
 - c) Gallo;
 - d) Astonished;
 - e) Outside Peculiar; and
 - f) NY '94.
199. BRON proposed to turn-over four of the Additional Projects for only \$15,000 in total but subject to recoupment of BRON’s development costs if principal photography of them ever began.
200. The Monitor’s counsel reviewed the proposed turn-over of the Five Specified Projects and the Additional Projects (collectively, the “**Turn-Over Projects**”). Such counsel was concerned about the proposed terms of turn-over, including the fact that BRON did not appear to have obtained industry-standard terms or compensation. For example, the proposed turn-over terms for the Turn-Over Projects often did not provide for the following typical provisions in favour of BRON:
- a) full repayment of BRON’s development costs, plus interest at a significant rate per annum, upon commencement of principal photography;
 - b) payment of a non-refundable option fee to BRON;
 - c) a limited term for the creator/producer to exploit the project, failing which rights would revert to BRON or a further option fee would be payable; and/or

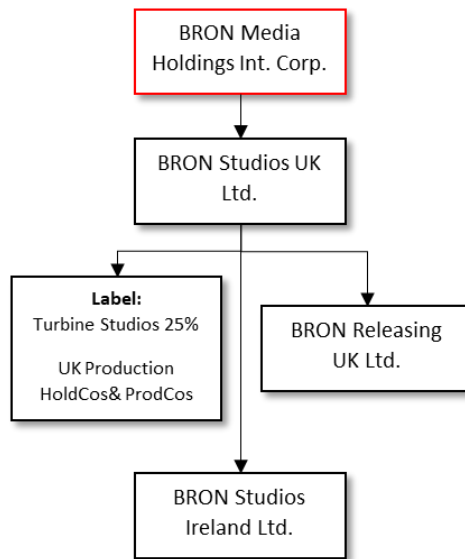
- d) a carried interest in favour of BRON, so that it had an “upside” (beyond recovery of expenses) if the project was produced and generated revenue.

201. In the case of the Additional Projects, counsel for the Monitor was concerned that the aggregate compensation being proposed was far too low to make a turn-over transaction worthwhile, especially since costs would be incurred to bring the matter before the Court in the CCAA proceedings, even if this could be seen as an ordinary course sale.
202. Counsel for the Monitor conveyed his concerns to counsel for BRON on September 19, 2023.
203. Thereafter, on September 22, 2023, counsel for the Monitor spoke with the BRON staff member responsible for the turn-overs. Counsel expressed its concerns and sought further information from BRON to justify the proposed turn-overs. On September 28, 2023, BRON provided counsel with the Monitor with a number of turn-over agreements, some of which were signed and others were still in draft.
204. At this stage, the Monitor’s view is that BRON has not provided enough justification of the terms of any turn-over agreements to justify any required approval of such agreements. Therefore, with respect to these projects in development that fall within the scope of Purchased Assets, the rights that BRON has, if any, will transfer to CWML. With respect to those projects that are not subject to the CWML APA, BRON’s interest will remain with the BRON entity after the SISP is completed and can then be dealt with by that entity subject to the claims of any creditor with valid security.

UPDATE ON KEY MATTERS PERTAINING TO THE CCAA PROCEEDINGS

UK Proceedings and the Payment of Pre-Filing VAT

205. BRON has operations and subsidiaries in Canada, the US and the UK. The portion of the BRON corporate chart that includes BRON UK (as defined below) is as follows:



206. At the time of the commencement of these CCAA Proceedings, BRON’s priority was to stabilize its operations and the financial stress being experienced in Canada and the US. Accordingly, BRON’s UK companies (collectively, “**BRON UK**”) were not, and have not been, included as Petitioners.
207. All of the corporations constituting BRON UK are already non-Petitioners within the CCAA Proceeding but are not parties to the CCAA Proceeding and only benefit from a limited-scope stay.
208. The Monitor understands that the principal assets contained in BRON UK are the following five live action and television projects: *KIN*, *Monkey Man*, *Shadowplay* (also known as *The Defeated*), *Ten Percent*, and *That Dirty Black Bag*. All the owners of these projects were not Petitioners, these projects were still included in the SISF. BRON anticipated that it would eventually add the BRON UK entities as Petitioners in the CCAA proceedings.
209. On July 31, 2023, BRON sent an email to counsel to the Interim Lender seeking approval to bring BRON UK within the scope of insolvency proceedings (the “**UK Recognition**”). The concern that the Monitor had was that there would be a material cost to the UK Recognition but uncertain benefit. In addition, the Interim Lender’s Charge did not attach

to the assets of BRON UK but funds from the DIP Facility would be transferred to BRON UK to fund UK Recognition but without any certainty that such funds would be repaid.

210. On August 22, 2023, BRON alerted the Monitor to the fact that BRON Releasing UK Ltd. (a non-Petitioner) was indebted to the UK government for value-added tax of £122,063.17 (the “**VAT Liability**”), which was incurred in the pre-filing period. The Monitor subsequently exchanged emails with BRON and its counsel spoke to UK counsel for BRON to better understand the need, urgency and cost/benefit of satisfying the VAT Liability. The Monitor was concerned that, in order to pay the VAT Liability, BRON would have to transfer funds of the Petitioners to a non-Petitioner entity, and it was not clear that those funds would ever be repaid. Since this liability was incurred pre-filing, the Monitor had serious concerns about the appropriateness of paying it. Further, the VAT Liability was not included in the cash flow forecast that was presented to the Court when the initial order was obtained on July 19, 2023.
211. In the end, the Monitor was not prepared to support the use of the Petitioners’ funds to pay the VAT Liability.
212. Thereafter, the Petitioners did not seek UK Recognition. Instead, the Monitor understands that the BRON UK entities have entered formal administration proceedings. As part of that process, BRON seeks to remove those UK entities (which are Non-Petitioner Entities) entirely from the scope of the Amended and Restated Initial Order.
213. Because the assets of those UK Non-Petitioner Entities are not being sold as a result of the SISP, the Monitor supports such relief.

The CAMA, Guilds and the Union of British Columbia Performers Claims for Priority

214. Many of BRON's productions are subject to CAMAs, which establish payment mechanisms for the proceeds received from the production. Typically, these CAMAs were agreed to by, among others,
- a) a Petitioner that is the production company;
 - b) a sales agent;
 - c) a main secured lender to the production;
 - d) the Guilds;
 - e) producers;
 - f) actors holding a participation interest;
 - g) holders of a carried interest; and
 - h) a third-party (known as the "**Custodian**") that receives the proceeds of the production at first instance.
215. The CAMAs provide that the proceeds from the production are to be paid directly to the Custodian who then distributes the proceeds to the parties to the CAMA in accordance with the contractual priorities set out therein. However, the underlying entitlements of CAMA creditors are not found in the CAMAs. Rather, CAMA creditors enter into their own, separate agreements with the production company ("**Underlying Agreement**") such as a loan and security agreement (in the case of a main secured lender) or a sales representation agreement (in the case of a party assisting with distribution).
216. A number of parties to these Underlying Agreements have contacted the Monitor to assert their rights under same and have requested assurances that their entitlements will be respected as part of the SISF. A number of such parties have also taken the position that

the priority charges previously approved by the Court on July 19 and 28, 2023 (including the Administration Charge and Interim Lender's Charge) do not attach to the proceeds due to them pursuant to the Underlying Agreements and the CAMAs. Alternatively, those parties have advised the Monitor that they may bring an application for an order that these priority charges do not attach to the proceeds due to them pursuant to the Underlying Agreements and the CAMAs.

217. This issue was of immediate relevance to the SISP because, on many productions, the Guild has an existing priority entitlement to payment, which amounts are then distributed to the relevant artists. Similarly, a number of secured lenders take the position that they are entitled to payment.
218. During the SISP, the Monitor took the position that these obligations would need to be addressed as part of any Qualified Bid, such as, for example, by agreeing to respect the entitlement of the Guilds or, in the case of senior secured creditors, paying out such obligations with cash or obtaining the consent of such creditors to assume the existing obligation.
219. The terms of the CWML APA provide that CWML is assuming the obligations of the applicable Vendor under specified CAMAs which the Monitor understands from BRON are all the CAMAs for the relevant productions where CWML is acquiring the interest of a Vendor. This means that any priority of the Guilds and other parties to the CAMA will be respected by CWML, subject to one exception under the CWML APA providing that CWML will assume no more than \$50,000 of liabilities owing to the Guilds for the period prior to closing the transaction contemplated under the CWML APA. The Monitor understands that the precise amount due, if any, is being determined. It is possible that all such amounts are accounted for in the reserves established and held in favour of the Guilds

pursuant to the terms of the applicable CAMAs and/or distributor assumption agreements and will be paid in the ordinary course.

Comerica Security

220. As of the date that these proceedings commenced, BRON owed Comerica Bank (“**Comerica**”) approximately \$4 million pursuant to Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated November 19, 2019 (the “**Comerica Loan Agreement**”). BRON’s obligations to Comerica were secured by (among other things) revenue that BRON expected to receive from three motion pictures, namely *Queen and Slim*, *Fences*, and *Surrounded* (the “**Comerica-Secured Productions**”). In addition, Comerica had entered into an inter-creditor agreement with CWML pursuant to which CWML agreed that it would not attempt to take priority over Comerica, including in relation to the Interim Lender’s Charge.
221. As a result of negotiations among the Monitor, CWML, and Comerica, the Amended and Restated Initial Order (the “**ARIO**”)
- a) subordinates the Administration Charge to proceeds from the Comerica-Secured Productions; and
 - b) subordinates all other priority charges (including the Interim Lender’s Charge) to other security that Comerica holds.
222. Because BRON’s interest in the Comerica-Secured Productions formed part of the assets marketed through the SISP, the Monitor was aware that any Qualified Bidder would need to consider Comerica’s security if a bid included assets subject to such security.
223. In that regard, the Monitor has been informed that Comerica has sold its debt and security to an affiliate of CWML. The Comerica-Secured Productions form part of the Purchased Assets under the CWML APA while the Comerica Loan Agreement and related loan and

security documents are Excluded Assets (as defined in the CWML APA). The proposed approval order thus provides for the release and discharge of the Comerica debt and security from the Purchased Assets. The Monitor understands that CWML's affiliate, as the beneficiary of the Comerica Loan Agreement and related loan and security documents, consents to such release and discharge as against the Purchased Assets.

224. The Monitor does not expect any opposition to this application from Comerica.

Access Road

225. As the First Gilbert Affidavit disclosed, pursuant to a loan agreement (the "**Access Road Loan Agreement**") Access Road Capital LLC ("**Access Road**") is a secured creditor of certain Petitioners (BRON Studios Inc., BRON Ventures 1 (Canada) Corp., BRON Ventures 1, LLC, BRON Animation Inc., Henschman Productions Inc. and Windor Productions BC Inc.) and Additional Vendors (Heavyweight Holdings, LLC, Bakhorma, LLC, Brown Amy, LLC and TWWMD Holdings, LLC) and was owed approximately \$12.5 million (including more than \$2 million in interest and fees) at the inception of these CCAA proceedings.

226. On May 24, 2022, Access Road obtained judgment (from the Supreme Court of the State of New York, New York County) against BRON Ventures 1, LLC, BRON Ventures 1 (Canada) Corp. and BRON Media Holdings USA, Corp. On October 6, 2022, Access Road obtained judgment in the Supreme Court of British Columbia against BRON Media Corp. for approximately \$11,500,000.

227. Earlier in this Report is a section summarizing the TSA, pursuant to which BV1 agreed to sell back to MediaRes 220 units of MediaRes that BV1 held. Pursuant to 6(e) of the TSA, BV1 has assigned (as security) to Access Road the benefit of any proceeds that would be paid to BV1 under the TSA. Accordingly, in the event that MediaRes pays further funds

to acquire the remaining 218 units of MediaRes that it agreed to purchase pursuant to the TSA, such funds may need to be paid to Access in reduction of the amount owing to Access Road.

228. The terms of the CWML APA provide that CWML (or its permitted assignee, as applicable) will assume (a) the obligations of BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc. under the TSA and (b) the CAMAs which Access Road is party to and all obligations thereunder.
229. Access Road's debt and security will not be assumed by CWML. Rather, Access Road's claims against the Purchased Assets will be vested out pursuant to the approval order. In the Monitor's view, Access Road is likely to suffer a significant shortfall in respect of the amounts owed to it by BRON. Notwithstanding Access Road participating in these CCAA proceedings, it did not submit a letter of intent or a final bid in the SISF.

CASH FLOW UPDATE

230. On July 18, 2023, BRON and the DIP Lender executed the DIP Term Sheet, a copy of which is attached hereto as Exhibit "T" to the first affidavit of Aaron Gilbert sworn July 18, 2023). Key features of the DIP Term Sheet include:
- a) a maximum principal borrowing amount of \$6,200,000;
 - b) interest at the rate of 15% per annum payable monthly in arrears on the last business day of each calendar month; and
 - c) security consisting of the Interim Lender's Charge over all present and after-acquired property, assets and undertakings of the Petitioners.
231. The Monitor monitored on a weekly basis the actual cash flows of BRON relative to the Initial Cash Flow Forecast. This process included calls with the BRON CFO and controller

following the weekly deadline of each Wednesday at 5 pm PT (the “**Weekly Deadline**”) to discuss its various queries relating to the actual cash flow each week, in comparison to the Initial Cash Flow Forecast, as well as the future expected cash flows provided to the Monitor.

232. On October 17, 2023 the BRON and the DIP Lender executed an amendment to the DIP loan agreement including changing the Weekly Deadline from Wednesday at 5 pm PT of each week to Friday at 5 pm PT of each week (the “**Revised Weekly Deadline**”).
233. On a weekly basis, the Monitor provided ongoing reporting of actual cash flows to the Interim Lender, pursuant to the DIP Term Sheet, via a standing weekly call.
234. Moreover, pursuant to Section 7 of the DIP Term Sheet, the Monitor reviewed BRON’s drawdown certificate requests and provided the Interim Lender the Monitor’s view with respect to supporting each of the requests. In certain instances, the Monitor posed questions to BRON regarding various line items in the weekly cash flows in order to clarify such questions in order to support the drawdown certificate requests of BRON.
235. As previously stated in the Second Report, BRON, with assistance of the Monitor, had prepared the Updated Original Cash Flow Forecast and the Updated Cash Flow Forecast.
236. BRON, with the assistance of the Monitor, has prepared a revised Cash Flow Forecast (the “**Updated Cash Flow Forecast of October 20, 2023**”) covering the period from October 21, 2023 to December 1, 2023 (the “**Updated Cash Flow Forecast of October 20, 2023 period**”), according to which the Company will have sufficient funding through the proposed extended stay period. On October 23, 2023, counsel to the DIP Lender, informed the Monitor that the DIP Lender approved of the Updated Cash Flow Forecast of October 20, 2023. The Updated Cash Flow Forecast of October 20, 2023 is attached hereto as **Appendix “23”**.

237. As stated in the Second Report, Monitor agreed to the Petitioner's request to change the weekly cash flow reporting from being on a Wednesday-to-Wednesday basis to a Friday-to-Friday weekly reporting. Given the Revised Weekly Deadline, the Updated Cash Flow Forecast of October 20, 2023 is based on a Friday-to-Friday weekly forecast.
238. The purpose of the Updated Cash Flow Forecast of October 20, 2023 is to incorporate, amongst other things:
- a) Adjustments to the time period reflected in the Updated Cash Flow Forecast included in the Second Report including:
 - i. the timing regarding Bidder #4 and BRON's anticipated expected timeline for consummating the transaction relating to Bidder #4's Final Bid; such estimated time to complete the consummation of the transaction being December 1, 2023;
 - ii. adjustments to operating disbursements including, amongst other things, changes to the required employee makeup, additional equipment storage costs, and a reduction in software expenses; and
 - iii. adjustments to professional fees relating to work required to be undertaken within the period covered under the Updated Cash Flow Forecast of October 20, 2023 period.
239. The table below summarizes BRON's cumulative actual cash flow for the period from the commencement of the CCAA Proceedings to October 20, 2023 relative to the Original Cash Flow Forecast:

\$000s	Actual	Initial Cash Flow Statement	Variance
<u>Receipts</u>		\$0	\$0
<u>Disbursements</u>			
Operating Disbursements			
Payroll Expense	(2,945,306)	(3,031,385)	\$86,080
Other Operating Disbursements	(493,064)	(623,643)	\$130,579
Non-operating Disbursements			
CCAA Professional Fees	(2,674,755)	(2,544,971)	(129,784)
Net Cash Flow	(6,113,124)	(6,200,000)	86,875

240. The Monitor's understanding of the key variances in actual cash receipts and disbursements as compared to the Initial Cash Flow Forecast are as follows:

a) Payroll Expense: A favourable variance of approximately \$86,000 was due to the following factors:

- i. Employees' Notice Period Payments: Based on advice from their Canadian and US legal counsel following the commencement of the CCAA Proceedings, BRON was made aware that certain Employees' Notice Period payments in the amount of approximately \$158,000 were no longer required to be paid.
- ii. KERP Payment amounts: The Company's KERP payment was approximately \$55,000 lower than anticipated in the Original Cash Flow Forecast due to a senior member of the management team departing from BRON during the CCAA proceedings.
- iii. Source Deductions: The items in i and ii above were offset by higher than anticipated Source deduction amounts given the requirements for BRON to make estimations regarding the quantum of Source deduction

payments following the termination of their contract with their payroll provider, and these estimations differing from the actual amounts ultimately paid.

- b) Other Operating Disbursements: A favourable variance of approximately \$131,000 results from an effort to reduce expenses where possible, such as cancelling certain software related subscriptions, but which savings were offset by rent for the months of July, August, September, and October being paid sooner.
- c) CCAA Professional Fees: An unfavourable variance of approximately \$130,000 due to the following:
 - i. Budgeted Amounts: BRON's legal counsel fees and Monitor's legal counsel fees have been lower than estimated in the Original Cash Flow Forecast, partially offset by the following higher than budgeted amounts for a) Monitor fees (\$219,000), b) BRON's UK Legal Fees (\$75,700), and c) Monitor's US counsel fees and US Filing Fees (\$7,400).

241. As of the date of this Third Report, the Interim Lender has advanced \$5,370,064 of the current DIP Facility of \$6,200,000. The Updated Cash Flow Forecast of October 20, 2023 estimates total advances under the current DIP Facility to be USD\$5,692,404 by December 1, 2023.

242. Subsequent to the finalisation of the Cash Flow Forecast of October 20, 2023, Management advised the Monitor that the Company had received additional monies in the amount of approximately \$79,000. These monies relate to unanticipated distributions regarding the Hercules Bron Creative Partnership. The amount of estimated total

advances under the current DIP Facility of USD\$5,692,404 by December 1, 2023, will be reduced accordingly.

243. A few hours before this Third Report was finalized, BRON notified the Monitor that it had just received approximately \$1,552,000 in unexpected revenue, which related to one production of the Petitioners. Given the unexpected receipt of the funds immediately before the deadline for the Monitor to file its Third Report, the Monitor has not yet been able to consider the effect of this receipt on BRON's cash flow or operations over the period of the proposed Extended Stay Period. Additional commentary may be provided later in a supplement to the Third Report.
244. Notwithstanding the variances as noted above, the Monitor is of the view that BRON continues to be operating within the parameters of the Initial Cash Flow Forecast.

OTHER ACTIVITIES OF THE MONITOR

245. Since the date of the First Report, other activities of the Monitor include but are not limited to the following:
- a) assisting BRON with initial communications with stakeholders regarding the CCAA Proceedings and developing the communications plan to include an overview of the CCAA Proceedings and talking points and FAQ's for employees and vendors;
 - b) assisting BRON with employee related matters prior to and during the CCAA Proceedings regarding staffing levels in view of current workloads, roles and responsibilities, as well as BRON's desire to downsize to a certain degree after the Final Bids were received and to provide as much notice as possible to the employees as the end of the stay period approached;

- c) assisting BRON in determining the applicability and next steps for the Wage Earners Protection Program (“**WEPP**”) to be available to the employees;
- d) assisting BRON with tax credit information for the VDR;
- e) attending daily conference calls with Management whereby discussions included CCAA Proceedings in general, SISP matters, and operational updates;
- f) attending separate weekly calls with BRON and with the Interim Lender to review and discuss daily cash flow reporting;
- g) tending to correspondence and discussions with various stakeholders including secured and unsecured creditors, investors in the CWM funds, and government authorities (i.e. Canada Revenue Agency);
- h) interacting with PwC regarding outstanding Canadian and US tax filings and concluding they were not necessary at this time, particularly in light of the amount of fees owing to PwC for services prior to the CCAA Proceedings;
- i) being consulted on the termination of a sales agency agreement between Loudmouth Documentary, LLC (“**Loudmouth**”) and BRON Releasing USA Inc. (at the request of Loudmouth) given BRON Releasing USA Inc.’s lack of funds necessary to perform its obligations under the sales agency agreement;
- j) being consulted on the abandonment of the Los Angeles office and the removal of assets to BRON employees’ residences;
- k) responding to an enquiry received on September 11, 2023 from Headline Pictures Limited regarding the impacts of the CCAA Proceedings on certain non-petitioner entities in the UK;
- l) preparing the Second Report; and

- m) maintaining the Case Website, specific email account (BronMedia@ca.gt.com) and toll free 1-866 number.

REQUESTS FOR INFORMATION ADDRESSED TO THE MONITOR

Film Investors

246. On October 3, 2023, the Monitor received a letter (the “**Investors’ Counsel Letter**”) from Philip Cho of Weir Foulds LLP, on behalf of multiple counsel for certain parties (“**Investors**”) that participated in project loans (“**Project Loans**”) for films that one or more of the Petitioners were involved in. In many cases, the Investors provided funds to CWMF and were intended to receive a participation interest in Project Loans that were held in the name of CWMF and administered by CWMF.
247. A copy of the Investors’ Counsel Letter is attached hereto as **Appendix “24”**.
248. The Investors’ Counsel Letter requested that the Monitor review the Petitioners’ books and records and certain of the Petitioners’ transactions prior to the commencement of these CCAA Proceedings. The Investors have sought information about advances, repayments, and security for the Project Loans.

REVIEW OF SECURITY HELD BY CREATIVE WEALTH ENTITIES

249. In light of the fact that three bidders (including CWML) submitted Final Bids that were credit bids, the Monitor engaged its Canadian counsel (Cassels Brock & Blackwell LLP) and also engaged U.S. counsel (Freundlich Law of Encino, California) to review certain of the security held by those bidders, as provided to the Monitor by counsel for BRON. Security reviews for two credit bidders were ultimately completed.

250. Since CWML is the Successful Bidder and approval of its APA is before the court on this application, here is a synopsis of the conclusions from the Monitor's review of the CWML security.
251. CWML holds certain security agreements governed by the law of the State of New York, the Province of British Columbia and the Province of Ontario, as applicable, including (collectively, the "**CWML Security Agreements**"):
- a) a general security agreement dated as of December 1, 2021, granted by Robin Hood Digital PC BC Inc. in favour of Creative Wealth Media Lending LP 2016, governed by the laws of the Province of British Columbia,
 - b) a security agreement dated as of December 1, 2021, granted by Robin Hood Digital USA, LLC in favour of Creative Wealth Media Lending LP 2016, as administrative agent, governed by the laws of the State of New York,
 - c) a security agreement dated as of December 1, 2021, granted by Robin Hood Digital PC USA Inc. in favour of Creative Wealth Media Lending LP 2016, as administrative agent, governed by the laws of the State of New York,
 - d) a security agreement dated as of August 5, 2020, granted by Solitary Holdings USA, LLC in favour of Creative Wealth Media Lending LP 2016, as administrative agent, governed by the laws of the State of New York,
 - e) a general security agreement dated as of August 5, 2020, granted by Windor Productions BC Inc. in favour of Creative Wealth Media Lending LP 2016, as administrative agent, governed by the laws of the Province of British Columbia,
 - f) a security agreement dated as of November 30, 2020, granted by Surrounded Holdings USA, LLC in favour of Creative Wealth Media Lending LP 2016, as administrative agent, governed by the laws of the State of New York,

- g) a security agreement dated as of November 30, 2020, granted by Surrounded Productions USA Inc. in favour of Creative Wealth Media Lending LP 2016, as administrative agent, governed by the laws of the State of New York, and,
 - h) a general security agreement dated as of August 8, 2017, granted by BRON Media Corp. in favour of Creative Wealth Media Lending LP 2016, governed by the laws of the Province of Ontario.
252. In connection with the security review conducted by Canadian and US counsel to the Monitor, Canadian and US counsel obtained certain search results under the *Personal Property Security Act* (British Columbia) (the "**PPSA**") and the *Uniform Commercial Code* (Delaware), as applicable, against each grantor of a CWML Security Agreement (the "**CWML Searches**"), a summary of such searches are attached hereto as **Appendix "25"**.
253. The CWML Searches disclosed that CWML has current and existing financing statements registered against each of:
- a) Robin Hood PC BC Inc.;
 - b) Robin Hood Digital USA, LLC;
 - c) Robin Hood Digital PC USA, Inc.;
 - d) Solitary Holdings USA, LLC;
 - e) Windor Productions BC Inc.;
 - f) Surrounded Holdings USA, LLC; and
 - g) BRON Media Corp.

254. Based on their review of the CWML Security Agreements and CWML Searches, and subject to certain customary conditions and qualifications, the Monitor's Canadian and U.S. counsel concluded that:
- a) CWML is a secured creditor in respect of each of Robin Hood Digital USA, LLC, Robin Hood Digital PC USA, Inc., Solitary Holdings USA, LLC, Windor Productions BC Inc. and Surrounded Holdings USA, LLC, and in each case the UCC-1 or PPSA financing statement, as applicable, registered in favour of CWML captures all assets of such debtor as described in such CWML Security Agreement to which such debtor is a party, and
 - b) CWML is a secured creditor in respect of each of Robin Hood PC BC Inc. and BRON Media Corp. However, in each case the PPSA financing statement registered in favour of CWML does not capture all assets of such debtor as described in such CWML Security Agreement to which such Debtor is a party. With respect to Robin Hood PC BC Inc., the collateral description included in the relevant PPSA financing statement does not expressly enumerate the collateral categories of "goods", "investment property", "instruments" or "money" and, with respect to BRON Media Corp., the collateral description included the relevant PPSA financing statement does not expressly enumerate the collateral category of "money".
255. The CWML searches did not disclose any UCC-1 financing statements registered against Surrounded Productions USA, LLC registered in favor of CWML. Based on this, the Monitor's U.S. counsel concluded that, absent evidence to the contrary, CWML's security interest against Surrounded Productions USA, LLC was not perfected. The Surrounded Debt that is subject to the credit bid is limited to the indebtedness of Surrounded Holdings USA, LLC (and not Surrounded Productions USA, LLC), which is

validly perfected. The Monitor notes, however, that the Surrounded Debt (which forms part of the credit bid under the CWML APA) is limited to the indebtedness of Surrounded Holdings USA, LLC (and not Surrounded Productions USA, LLC), which indebtedness is validly perfected.

REVIEW OF ENCUMBRANCES AGAINST THE UNSOLD ASSETS

256. In light of the fact that Unsold Assets were re-marketed late in the SISP and might be subject to security registrations, the Monitor engaged its Canadian counsel (Cassels Brock & Blackwell LLP) and also engaged U.S. counsel (Freundlich Law of Encino, California) to obtain certain searches results under the PPSA, and the *Uniform Commercial Code* (New York), the *Uniform Commercial Code* (Nevada), the *Uniform Commercial Code* (Delaware) and the *Uniform Commercial Code* (Louisiana), as applicable, against each of the following Grantors (the “**Additional Asset Searches**”)³:

- a) My Abandonment LLC;
- b) Lucite Desk, LLC;
- c) Driftless Area, LLC;
- d) Drunk Parents, LLC;
- e) Fables Holdings USA, LLC;
- f) Gossamer Holdings USA, LLC;
- g) Harry Haft Productions, Inc.;
- h) Heavyweight Holdings, LLC;

³ The Monitor notes, however, that the Surrounded Debt (which forms part of the credit bid under the CWML APA) is limited to the indebtedness of Surrounded Holdings USA, LLC (and not Surrounded Productions USA, LLC), which indebtedness is validly perfected.

- i) HENCHMEN Productions Inc.;
- j) National Anthem Holdings, LLC;
- k) National Anthem ProdCo Inc.;
- l) Bakhorma, LLC;
- m) Erostratus, LLC;
- n) Erostratus LA, LLC;
- o) Brown Amy, LLC;
- p) I Saw the Light Movie, LLC;
- q) Layover, LLC;
- r) Para Productions, LLC;
- s) Phil Productions, LLC;
- t) Red Sea, LLC;
- u) Red Sea Productions Inc.;
- v) Tully Productions LLC;
- w) BRON Creative USA Corp.;
- x) BRON Releasing USA Inc.;
- y) TWWMD Holdings, LLC; and
- z) Hunted Production Services Inc.

257. The purpose of conducting such searches was to identify the existence of registrations, not to review security documents or opine on the validity of security. Accordingly, neither US nor Canadian counsel performed a security review in relation to such entities.

258. A summary of such search results (for information purposes) is attached hereto as **Appendix “26”**.

FEES AND DISBURSEMENTS OF THE MONITOR AND COUNSEL

259. Pursuant to paragraph 33 of the ARIO, the Monitor and its Canadian and US legal counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred by the Petitioners as part of the costs of the CCAA Proceedings. Pursuant to paragraph 34 of the ARIO, the Monitor and its counsel shall pass their accounts from time to time.
260. The Monitor is seeking to have approved its fees and disbursements up to October 23, 2023, Cassels’s fees and disbursements up to October 23, 2023 and Freundlich Law fees and disbursements up to September 23, 2023 approved by the Court. The Monitor and its counsel, Cassels, have maintained detailed records of their professional time and costs.
261. The total fees for the Monitor for the period July 17, 2023 to October 23, 2023, were CA\$975,393, plus disbursements of CA\$13,831, plus GST of CA\$49,461, for a total of CA\$1,038,685. The time spent by the Monitor is more particularly described in the Affidavit of Mark Wentzell sworn October 26, 2023 (the “**Wentzell Affidavit**”), which is attached hereto as **Appendix “27”** and contains copies of invoices that set out the services provided during this time period.
262. The total fees of Cassels, as Canadian counsel to the Monitor, from inception of this file to October 23, 2023, amounted to CA\$697,406, which was reduced by a discount of CA\$6,595. Cassels incurred and invoiced for disbursements in the amount of CA\$8,715 and taxes in the amount of CA\$84,120, for a total of CA\$783,646 overall. The time spent by Cassels is more particularly described in the Affidavit of Jeremy Bornstein sworn

October 26, 2023, which is attached hereto as **Appendix “28”** and contains, among other things, copies of invoices that set out the services provided during this period of time.

263. The total fees of Freundlich, as US counsel to the Monitor, for the period August 30, 2023 to September 22, 2023, were US\$74,540. The time spent by Freundlich is more particularly described in the Wentzell Affidavit and contains, among other things, copies of invoices that set out the services provided during this period of time.
264. The Monitor is of the view that the fees and those of its Canadian and US legal counsel are reasonable, commensurate with the work performed to date, and reflect the complexity of these CCAA Proceedings as communicated to the Court through its various reports and the significant amount of work undertaken by the Monitor and its Canadian and US legal counsel to facilitate the SISP on behalf of BRON and its stakeholders. The Monitor respectfully requests that its fees and disbursements, and those of Cassels and Freundlich, be approved.

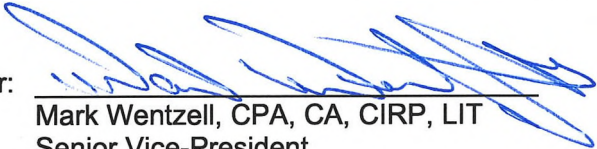
CONCLUSION

265. Since the date of the First Report, the Monitor is of the opinion that the Petitioners have acted and continued to act in good faith and with due diligence in respect of exploring various options which would enable them to restructure their business and operations, including by way of one or more Court-approved sale transactions.
266. As at the date of this First Report, nothing has come to the attention of Monitor that would require the Monitor to report that a material adverse change has occurred or that these CCAA Proceedings should be changed to proceedings under the *Bankruptcy and Insolvency Act*, pursuant to sections 23(1)(d)(i) and 23(1)(h) of the CCAA, respectively.
267. For the reasons set out in this Third Report, the Monitor is of the view that the relief requested by the Petitioners is reasonable and respectfully recommends that this Court

approve the requested relief in the Petitioners' Notice of Application dated October 24, 2023, including the proposed extension of the Stay Period to December 4, 2023.

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

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

Per: 

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

Appendix 1



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

ORDER MADE AFTER APPLICATION

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

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

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

THIS COURT ORDERS AND DECLARES THAT:

JURISDICTION

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

SUBSEQUENT HEARING DATE

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

CASH MANAGEMENT SYSTEM

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

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

- (a) all outstanding wages, salaries, employee and pension benefits (including long and short term disability payments), vacation pay and expenses (but excluding severance pay) payable before or after the Order Date, in each case incurred in the ordinary course of business and consistent with the relevant compensation policies and arrangements existing at the time incurred (collectively “**Wages**”);
- (b) the fees and disbursements of any Assistants retained or employed by any of the Petitioners which are related to the Restructuring (as hereinafter defined), at their standard rates and charges, including payment of the fees and disbursements of legal counsel retained by the Petitioners, whenever and wherever incurred, in respect of:

- (i) these proceedings or any other similar proceedings in other jurisdictions in which any of the Petitioners or any subsidiaries or affiliated companies of the Petitioners are domiciled;
 - (ii) any litigation in which any of the Petitioners are named as a party or are otherwise involved, whether commenced before or after the Order Date; and
 - (iii) any related corporate matters; and
- (c) with the prior written consent of the Monitor and the Interim Lender, amounts owing for goods and services actually supplied to the Petitioners in the ordinary course of business and consistent with existing policies and procedures (including, without limitation, outstanding source deductions owing to governmental authorities).

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

- (a) all expenses and capital expenditures reasonably incurred and which are necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services, provided that any capital expenditure exceeding \$100,000 shall be approved by the Monitor;
- (b) all obligations incurred by the Petitioners after the Order Date, including without limitation, with respect to goods and services actually supplied to the Petitioners following the Order Date (including those under purchase orders outstanding at the Order Date but excluding any interest on the Petitioners' obligations incurred prior to the Order Date); and
- (c) fees and disbursements of the kind referred to in paragraph 6(b) which may be incurred after the Order Date.

8. The Petitioners are authorized to remit, in accordance with legal requirements, or pay:
- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from Wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes or any such claims which are to be paid pursuant to Section 6(3) of the CCAA;
 - (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Petitioners in connection with the sale of goods and services by the Petitioners, but only where such Sales Taxes accrue or are collected after the Order Date, or where such Sales Taxes accrued or were collected prior to the Order Date but not required to be remitted until on or after the Order Date; and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal property taxes, municipal business taxes or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors.
9. Until such time as a real property lease is disclaimed in accordance with the CCAA, the Petitioners shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Petitioners or the making of this Order) based on the terms of existing lease arrangements or as otherwise may be negotiated between the Petitioners and the landlord from time to time (“**Rent**”), for the period commencing from and including the Order Date, twice-monthly in equal payments on the first and fifteenth day of the month in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including Order Date shall also be paid.

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

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Petitioners to any of their respective creditors as of the Order Date except as authorized by this Order;
- (b) to make no payments in respect of any financing leases which create security interests;
- (c) to grant no security interests, trust, mortgages, liens, charges or encumbrances upon or in respect of any of their Property, nor become a guarantor or surety (other than in the ordinary course of the Business and with the prior written consent of the Interim Lender, where a completion guarantee or other bond is required to be posted by one or more of the Petitioners in connection with the production of an animated or live-action film, series television or other production), nor otherwise become liable in any manner with respect to any other Person or entity except as authorized by this Order;
- (d) to not grant credit except in the ordinary course of the Business only to their customers for goods and services actually supplied to those customers, provided such customers agree that there is no right of set-off in respect of amounts owing for such goods and services against any debt owing by the Petitioners to such customers as of the Order Date; and
- (e) to not incur liabilities except in the ordinary course of Business.

RESTRUCTURING

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

- (a) permanently or temporarily cease, downsize or shut down all or any part of their Business or operations and commence marketing efforts in respect of any of their

redundant or non-material assets and to dispose of redundant or non-material assets not exceeding \$ 500,000 in any one transaction or \$ 1,000,000 in the aggregate;

- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and
- (c) pursue all avenues of refinancing for their Business or Property, in whole or part;

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

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

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

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

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

STAY OF PROCEEDINGS, RIGHTS AND REMEDIES

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

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

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

STAY IN RESPECT OF THE NON-PETITIONER ENTITIES

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

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

- (a) any of the Petitioners being insolvent, having become subject to insolvency proceedings, or having made an petition to this Court under the CCAA or the granting of this Order;
- (b) any of the Petitioners being party to these proceedings or taking any steps related thereto;
- (c) the stay of proceedings granted pursuant to this paragraph 18;
- (d) any default or cross-default arising from the matters set out in the foregoing subparagraphs (a) to (c),

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

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

DIRECTORS AND OFFICERS INDEMNIFICATION AND CHARGE

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

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

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

APPOINTMENT OF MONITOR

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

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

- (a) monitor the Petitioners' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the DIP Term Sheet, the Definitive Documents and such other matters as may be relevant to the proceedings herein;
- (c) assist the Petitioners, to the extent required by the Petitioners, in their dissemination, to the Interim Lender and its counsel, as and when required or permitted under the DIP Term Sheet or the Definitive Documents or as otherwise reasonably required by the Interim Lender, of financial and other information as agreed to between the Petitioners and the Interim Lender which may be used in these proceedings including reporting on a basis to be agreed with the Interim Lender;
- (d) advise the Petitioners in their preparation of the Petitioners' cash flow statements and reporting required by the Interim Lender, which information shall be reviewed with the Monitor and delivered to the Interim Lender and its counsel as

and when required under the DIP Term Sheet and the Definitive Documents or as otherwise agreed to by the Interim Lender;

- (e) advise the Petitioners in their development of the Plan and any amendments to the Plan;
- (f) assist the Petitioners, to the extent required by the Petitioners, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (g) monitor all payments, obligations and transfers as between any of the Petitioners;
- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Petitioners, to the extent that is necessary to adequately assess the Petitioners' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

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

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

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

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

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

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

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

ADMINISTRATION CHARGE

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

INTERIM FINANCING

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

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

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

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

39. Notwithstanding any other provision of this Order:

- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence and during the continuance of an Event of Default (as defined in the DIP Term Sheet), whether or not there is availability under the DIP Facility and notwithstanding any stay imposed under this Order: (i) without any notice to the Petitioners, the Petitioners shall have no right to receive any additional advances thereunder or other accommodation of credit from the Interim Lender except in the sole discretion of the Interim Lender; and (ii) the

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

- (c) with leave of this Court, sought on not less than three (3) business days' notice to the Petitioners and the Monitor after the occurrence and during the continuance of an Event of Default, the Interim Lender shall have the right to enforce the Interim Lender's Charge and to exercise all other rights and remedies in respect of the obligations owing under the DIP Facility and the Interim Lender's Charge; and
- (d) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Petitioners or the Property.

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

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

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

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

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

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

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

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

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

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

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by any of the Petitioners of any Agreement to which any of the Petitioners is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Petitioners entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Petitioners pursuant to this Order, the DIP Term Sheet or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

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

SERVICE AND NOTICE

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

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

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

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

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

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

FOREIGN PROCEEDINGS

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

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

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

GENERAL

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

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

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

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

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

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

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

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

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

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



Signature of

☐ Party ☒ Lawyer for the Petitioners



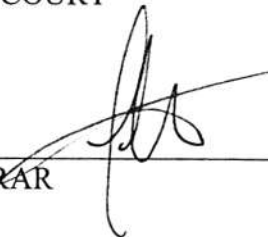
Asim Iqbal



Bryan Hicks



BY THE COURT



REGISTRAR

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

DATED: JUL 19 2023



Authorized Signing Officer

Taranjeet Kaur

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. (Grèy 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

[illegible]

Appendix 2



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:

BRON Media Holdings USA Corp., et al.,

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 23-56798-pmb

Jointly Administered

ORDER GRANTING PROVISIONAL RELIEF AND CONTINUING HEARING

Upon the *Motion of Foreign Representative for an Order Granting Certain Provisional Relief* (the "Motion"),¹ in its capacity as the Canadian Court-appointed and authorized foreign representative (the "Foreign Representative") for the above-captioned debtors² (the "Debtors")

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

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Counsel for Debtors and Foreign Representative

Appendix 3

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

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

July 26, 2023

 **Grant Thornton**
Grant Thornton Limited,
Monitor

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

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APPENDICES

Schedule A – Petitioners

Schedule B – Non – Petitioner Entities

Appendix 1 – Initial Order dated July 19, 2023

Appendix 2 – US Interim Recognition Order dated July 20, 2023

Appendix 3 – Corporate Structure of the Bron Group of Companies

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INTRODUCTION

1. On July 18, 2023, BRON Media Corp. and the petitioners listed at **Schedule “A”** (collectively, the **“BRON Group”** or the **“Petitioners”**) made an application (the **“CCAA Application”**) to commence proceedings (the **“CCAA Proceedings”**) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the **“CCAA”**). The Monitor (as defined below) understands that on July 18, 2023, major secured creditors of the BRON Group were served with the CCAA Application.
2. On July 19, 2023, the Honourable Justice Gomery of the Supreme Court of British Columbia (the **“Court”**) issued an order (the **“Initial Order”**), a copy of which is attached hereto as **Appendix “1”**, which, among other things:
 - a) declared that the CCAA applies to each of the Petitioners;
 - b) ordered that until and including July 29, 2023 or such later date as this Court may order (the **“Stay Period”**), no action, suit or proceeding in any court or tribunal (each, a **“Proceeding”**) against or in respect of the Petitioners or the Monitor, or affecting the Business of the Property (both as defined in the Initial Order), shall be commenced or continued except with the prior written consent of the Petitioners and the Monitor or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Petitioners or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court. The aforementioned stay of Proceedings shall also extend to any and all of the property, assets, and undertaking of the Petitioners situate in the United States (the **“US”**);
 - c) ordered that during the Stay Period, no Person (as defined in the Initial Order) shall (a) commence a Proceeding or enforcement process, (b) terminate repudiate, make any demand, accelerate, alter, amend, declare in default, exercise any options, rights or remedies, or (c) discontinue, fail to honour, alter interfere with or cease to perform any obligation pursuant to or in respect of any agreement, lease, sublease, license or permit with respect to which any of the Non-Petitioner Entities listed at **Schedule “B”** are a party, borrower, principal obligor or guarantor except with the prior written consent of the Petitioners and the Monitor, or with leave of this Court;
 - d) appointed Grant Thornton Limited (**“GTL”**) as monitor of the Petitioners (the **“Monitor”**);

- e) approved the execution by the Petitioners of a debtor-in-possession term sheet (the “**DIP Term Sheet**”) dated as of July 18, 2023 (and agreements as contemplated in the DIP Term Sheet (the “**DIP Definitive Documents**”)) with Creative Wealth Media Lending LP 2016 (the “**Interim Lender**”) pursuant to which the Interim Lender agreed to make available to the Petitioners a loan in an initial amount not to exceed \$1,751,409 (the “**DIP Facility**”), and granted the Interim Lender a charge on the Property (subject to the Comerica Carve-Out, as defined below) up to a maximum of \$1,751,409 (plus accrued and unpaid interest, fees and expenses) (the “**Interim Lender’s Charge**”) to secure amounts advanced under the DIP Facility. The Interim Lender is one of the secured creditors within the BRON Group;
 - f) granted a charge against the Property (subject to the Comerica Carve-Out (as defined below)) in an initial amount of \$250,000 during the Stay Period, as security for the payment of the professional fees and disbursements of the Monitor, counsel to the Monitor, and counsel to the Petitioners (the “**Administration Charge**”);
 - g) granted a charge against the Property (subject to the Comerica Carve-Out) in the initial amount of \$250,000 during the Stay Period in favour of the directors and officers of the Petitioners (the “**Directors’ Charge**”);
 - h) on the consent of the beneficiaries of the Interim Lender’s Charge, the Administration Charge, and the Directors’ Charge (collectively, the “**Charges**”), directed that any of the Property in respect of which Comerica Bank has security (the “**Comerica Security**”) would not be subject to the Charges (the “**Comerica Carve-Out**”) without prejudice to the right of the beneficiaries of the Charges to later seek an order that the Charges attach to the Comerica Security (or other Property subject to Encumbrances (as defined below)) and rank in priority to, or subordinate to, the interests of Comerica Bank or other holders of Encumbrances; and
 - i) set down the comeback hearing for July 27, 2023, and July 28, 2023 (the “**Comeback Hearing**”).
3. Upon a motion made by the Petitioners to the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “**US Court**”), the US Court issued an order dated July 20, 2023 which granted interim recognition of the Initial Order in the US (the “**US Interim Recognition Order**”). A copy of the US Interim Recognition Order is attached hereto as **Appendix “2”**.

4. A further hearing before the US Court has been scheduled on the afternoon of July 28, 2023, for interim recognition in the US of the Amended and Restated Initial Order (the “**ARIO**”) should the Court grant the ARIO following the Comeback Hearing.
5. A hearing before the US Court has been scheduled on August 14, 2023 to determine whether a final Chapter 15 recognition order should be granted. Such hearing follows a 21-day period for objections by interested parties.

PURPOSE OF THE FIRST REPORT

6. The purpose of this first report of the Monitor (the “**First Report**”) is to update the Court on the Monitor’s duties as set out in section 23(1)(a) of the CCAA and to provide the reasons why the Monitor supports the Petitioners’ request for the ARIO and ancillary order (the “**SISP Order**”), among other things:
 - a) extending the Stay Period to October 18, 2023;
 - b) approving the Petitioners’ proposed sale and investment solicitation process (“**SISP**”);
 - c) approving a Key Employee Retention Plan (“**KERP**”) and an associated priority charge securing the Petitioners’ obligations under the KERP (the “**KERP Charge**”);
 - d) increasing the amounts which may be borrowed by the Petitioners under the DIP Term Sheet and DIP Definitive Documents to \$6,200,000, which, together with the other obligations of the Petitioners under the DIP Term Sheet and DIP Definitive Documents will be secured by the Interim Lender’s Charge;
 - e) increasing the amount of the Directors’ Charge to CAD\$742,000;
 - f) increasing the amount of the Administration Charge to \$500,000 and permitting such charge to rank in priority to any encumbrance held by Comerica Bank over the assets of the Petitioners (in addition to the Administration Charge’s current first-priority standing against all other assets of the Petitioners);
 - g) allowing the Charges other than the Administration Charge to rank subordinate to any encumbrance held by Comerica Bank over the assets of the Petitioners; and
 - h) authorizing the Petitioners, with the consent of the Monitor and the Interim Lender, to undertake and complete the sale of asset(s) for consideration of up to \$1 million without court approval, and in excess of \$1 million with court approval.

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

TERMS OF REFERENCE

8. In preparing this First Report, the Monitor has relied upon the Petitioners' unaudited financial information, certain other financial information and financial projections of the Petitioners, and discussions with the Petitioners' management ("**Management**") (collectively, the "**Information**"). GTL has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information relied upon to prepare this First Report in a manner that would comply with Canadian Accounting Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook, and, accordingly, GTL expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the Information should perform its own diligence.
9. Some of the information used in preparing this First Report consists of forward-looking information. The Monitor cautions that such forward looking information is based upon the Petitioners' assumptions about future events and conditions that are not ascertainable. The Petitioners' actual results with respect to the forward-looking information and the variations thereof could be significant. GTL expresses no opinion or other form of assurance on whether forward-looking information will be achieved.
10. During the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by the Petitioners and its Management, within the context in which such Information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that Management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this First Report is based solely on the Information (financial or otherwise) made available to the Monitor by the Petitioners and its Management.
11. This First Report has been prepared for the use of this Court and the Petitioners' stakeholders and to assist the Court in determining whether to grant the relief sought by the Petitioners. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Monitor will not assume responsibility or liability

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

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

CORPORATE STRUCTURE

13. The corporate structure of the Petitioners is complex and is attached hereto as **Appendix “3”** which includes some 26 principal companies. Each of the WIP Projects and Investments (both as defined below) is noted on the corporate structure.
14. As noted in paragraph 64 off the First Gilbert Affidavit, generally a holding company (“**HoldCo**”) and a production company (“**ProdCo**”) are established for each live action film. The First Gilbert Affidavit describes this process as follows:

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

15. The corporate structure lists “boxes” for the HoldCos and ProdCos in Canada, the US and the UK, where the live action and digital production work-in-process (the “**WIP Projects**”) are situate and are described in greater detail in the next section. If these HoldCos and ProdCos are taken into account, there are over 100 entities in the BRON Group.
16. Although the Petitioners sought and obtained the US Interim Recognition Order, the Petitioners are currently assessing whether or not to seek a similar recognition order in the United Kingdom (the “**UK**”), based on an assessment of value of such WIP Projects in the UK.

OVERVIEW OF ASSETS AND LIABILITIES

17. Due to the complexity of the BRON Group, the Monitor continues to work with the Petitioners to obtain balance sheets for the entities within the BRON Group in order to obtain a greater understanding of all assets and liabilities.
18. That said, at this time, the Monitor understands that the principal assets of the Petitioners are composed of its projects and Investments.

Projects

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

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

The foregoing projects are described below.

a) WIP Projects

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

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

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

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

b) Creative Projects

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

c) Existing Library

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

d) Digital IP

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

Investments

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

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

27. Paragraphs 94 and 95 of the First Gilbert Affidavit state that, as at March 31, 2023, the assets and liabilities of the BRON Group were, respectively, \$148 million and \$419.3 million. Secured creditors of the BRON Group (aside from amounts owing to Canada Revenue Agency for source deductions) were listed in paragraphs 99 and 127 of the First Gilbert Affidavit (and discussed in detail in the First Gilbert Affidavit). The BRON Group's primary secured creditors and the approximate amounts owing to such secured creditors, according to the First Gilbert Affidavit, include the following:
- a) Creative Wealth Media (\$317.1 million);
 - b) Creative Wealth Media Lending LP 2016 (\$47.4 million);
 - c) Creative Wealth Media Finance Corp. (\$2.7 million);
 - d) Access Road Capital, LLC (\$12.0 million); and
 - e) Comerica Bank (\$4.1 million).
28. The foregoing Creative Wealth companies are also owed \$73.1 million on an unsecured basis. The Petitioners' unsecured liabilities include approximately 15 separate actions to which certain of the Petitioners are parties, as noted in the second affidavit of Aaron Gilbert sworn July 25, 2023 (the "**Second Gilbert Affidavit**") filed in support of the proposed ARIQ.
29. Although the Monitor will continue its review of the assets (including accounts receivable, prepaids, fixed assets and intellectual property) and liabilities of the BRON Group and will provide the results of its review in a future report to the Court, GTL, in advising the Petitioners prior to these CCAA Proceedings, conducted a high-level review of the WIP Projects and Investments. Such review entailed discussions with Management as well as discussions with principals (the "**Principals**") of certain of the Investment companies. Although a formal valuation was not completed by GTL, the Principals were generally positive about their companies and were committed to providing a return at or in excess of the Petitioners' initial investment in the Investments. In terms of the WIP Projects, Management felt positive that returns would be realized, particularly with the strikes of the Writers Guild of America and the Screen Actors Guild and the American Federation of Television and Radio Artists. The Monitor cautions, however, that it is not confirming or validating in any way, the market value or range of values of the WIP Projects and Investments as they are currently recorded in the books and records of the

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

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

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

- a) The Monitor's case website (www.grantthornton.ca/BronMedia) was activated where the following CCAA materials were posted:
 - i. Notice of Hearing dated July 18, 2023.
 - ii. Petition to the Court dated July 18, 2023.
 - iii. Affidavit of A. Gilbert dated July 18, 2023.
 - iv. Proposed Monitor's Pre-Filing Report dated July 18, 2023 (the "**Pre-Filing Report**").
 - v. Initial Order dated July 19, 2023.
 - vi. Motion for Provisional Relief dated July 19, 2023 (US).
 - vii. Order Granting Debtor's Motion for Emergency Hearing dated July 19, 2023 (US).
 - viii. Scheduling Motion on Petition and Specifying Manner of Service dated July 19, 2023 (US).
 - ix. Order Granting Provisional Relief and Continuing Hearing (US).
 - x. Notice to Creditors dated July 19, 2023.
 - xi. List of Creditors dated July 19, 2023 to include names, addresses and estimated amounts owing.
 - xii. E-Service List as at July 25, 2023 and contact information for the E-Service List Keeper.
- b) The Monitor established the following email account and toll-free number, Bron.Media@ca.gt.com and 1-866-481-9215, respectively, which are monitored by the Monitor. To date, enquiries have been minimal.

- c) The Monitor arranged for newspaper notices pertaining to these CCAA Proceedings, copies of which are attached hereto as “**Appendix 4**”, which were published in The Globe and Mail on July 24, 2023 and will be published on July 31, 2023 and which were published in the Vancouver Sun on July 21, 2023.
 - d) The Monitor also arranged for the notice to creditors, a copy of which is attached hereto as “**Appendix 5**”, to be mailed on July 20, 2023 to those creditors with amounts owing of more than \$1,000. A list of creditors (whose claims are expressed in several different currencies), which has been posted to the case website, is also included in Appendix 5.
- 31. All notice requirements pursuant to sections 23(1)(a)(i) and 23(1)(a)(ii) of the CCAA have been complied with, including the filing of the required forms with the Office of the Superintendent of Bankruptcy.
 - 32. On July 19, 2023, representatives from the Monitor attended a conference call with Management to discuss the initial communication of these CCAA Proceedings. The Monitor provided a draft communications package to Management. Management has been leading communications with the Petitioners’ employees (both active and furloughed (in the US)) itself. There were approximately 36 active employees (including one contractor and one full-time fixed-term employee), 19 furloughed/temporarily laid off staff, and 50 terminated employees as at July 19, 2023. After the Initial Order was issued on July 19, 2023, the Petitioners recalled 19 employees who were on furlough/temporary layoff. As of July 20, 2023, the Petitioners had approximately 55 active employees (including one contractor and one full-time fixed-term employee), no furloughed/temporarily laid off staff, and 50 terminated employees.
 - 33. Management also drafted a notice letter which was approved by the Monitor. This notice letter was released to key stakeholders and business partners on July 19, 2023, after the issuance of the Initial Order.
 - 34. The Monitor has also assisted Management in its communication with key suppliers. As of July 21, 2023, the Monitor is not aware of any payments to critical suppliers, other than a payment of approximately \$13,000 on account of benefits payments.
 - 35. The Monitor continues to engage with Management on various matters such as establishing a protocol for the monitoring of cash in accordance with the Cash Flow

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

EXTENSION OF THE STAY PERIOD

36. The Petitioners wish to implement a SISP and conclude same before the end of the 13-week cash flow period (defined in the Pre-Filing Report as the “**Cash Flow Forecast**”), that being October 18, 2023.
37. Due to the status of the WIP Projects and the Investments, no income is expected to be realized during the period of the Cash Flow Forecast. All expenses, including professional fees related to the CCAA Proceedings, are expected to be funded by the Interim Lender to a maximum of \$6,200,000 should this Honourable Court grant the relief being requested pursuant to the proposed ARIO and noted in this First Report.
38. Operations of the Petitioners will be minimal during the Cash Flow Forecast period, which includes some work relating to the Petitioners’ existing projects but no work relating to the digital side of the organization.
39. In light of the foregoing, the Petitioners seek the approval of this Honourable Court that the Stay Period be extended to October 18, 2023. The Monitor supports this request. The Monitor also understands that the Interim Lender supports this request.

PROPOSED SALE AND INVESTMENT SOLICITATION PROCESS

40. The Petitioners require liquidity to not only complete the WIP Projects (and to take on new live action projects) but to also continue the development and commercialization of their digital business. The Monitor understands that significant time and money have been invested to date in this digital business, including product development. The Petitioners believe that a SISP is the preferred method to accomplish the foregoing objectives and/or otherwise maximize value for the Petitioners’ stakeholders within the time period of the Cash Flow Forecast.
41. The Monitor notes that the DIP Term Sheet contains a condition that in order for a third advance from the DIP Facility to occur, “[t]he Court shall have issued an order...approving a sales and investment solicitation process...on or before July 29, 2023, relating to the sale of all or substantially all of the assets of the Borrowers... in a form and substance

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

42. The Proposed SISP was developed in conjunction with Management and will be executed by the Monitor within the time period provided for in the Cash Flow Forecast. The purpose of the SISP is to solicit interest in one or more or any combination of (1) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Petitioners as a going concern, or (2) a sale of all, substantially all or one or more components of the Petitioners' assets.
43. The Proposed SISP was also discussed with the Interim Lender who agreed with the framework and timelines presented below.
44. The following timetable ensures the timeline coincides with the Cash Flow Forecast. The Petitioners may terminate the SISP at any time but only with the prior written approval of the Monitor and the Interim Lender.

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

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

45. The terms of the proposed SISP contemplate that the Interim Lender or other secured creditors of the Petitioners (each, a “**Secured Party**”) may submit an LOI and Final Bid in the SISP.
46. The SISP also permits each Secured Party to make a credit bid. However, any credit bid can only include assets over which the Secured Party has security and, to the extent that there are prior-ranking Secured Parties with an interest in those assets, the credit bid must include sufficient cash consideration to repay such prior-ranking secured creditor(s). If a Secured Party wishes to make a bid for assets that are not part of the Secured Party's security, the bid must provide for cash consideration for those assets (or an allocation of cash consideration to those assets in the case of an *en bloc* bid).
47. To protect the integrity of the bidding process, any Secured Party (including the Interim Lender) that submits an LOI will not be able to review or learn the terms of the LOIs of other bidders. Similarly, any Secured Party that submits a Final Bid will not be entitled to review or learn the terms of the other Final Bids.
48. The Monitor may put in place other protective measures to ensure that no party has an unfair advantage in the SISP, including by limiting access to information about other bidders and bids.
49. The Monitor is of the view that the proposed SISP is appropriate in the circumstances and provides wide exposure and flexibility to the Monitor to solicit the market for the various restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Petitioners or a sale of all or substantially all of the Petitioners' assets. A detailed copy of the SISP procedures is attached hereto as **Appendix “6”**. Equally, the Monitor is of the view that the terms of the proposed SISP Order are appropriate in the circumstances. The Monitor also understands that the Interim Lender supports the proposed SISP.

SALE OF ASSETS OUTSIDE SISP

50. As part of the relief being sought at the Comeback Hearing, the proposed ARIO also contains an additional power to allow the sale of assets of the Petitioners.
51. In the ordinary course of their business, the Petitioners sell or licence their productions to studios, broadcasters, or other content distributors and thereby generate revenue to repay expenses/investments in the productions and potentially generate profit.
52. Management has advised the Monitor that a number of WIP Projects or Investments might be able to be sold in the short-term outside the SISP process. Management's view was that a potential purchaser might wish to acquire one or several WIP Projects or Investments without wishing to make a broader bid in the SISP process or to delay the acquisition of such assets until late September 2023 when the SISP process (if approved by the court) is scheduled to conclude.
53. Further, in the current environment where many writers and actors are on strike and much production of new content has been suspended, there is demand in the market for content that is complete or nearly complete and which can be released, broadcast, or otherwise exhibited in the near future while the disruption associated with the strike persists.
54. Accordingly, the proposed ARIO contains a provision that will permit the sale of assets of the Petitioners, with the consent of the Monitor and the Interim Lender,
 - a) without court approval if the purchase price is \$1 million or less; and
 - b) with court approval if the purchase price is in excess of \$1 million.
55. Given the proposed safeguards built into this provision (namely, the requirement of consent of the Monitor and the Interim Lender for all transactions and court approval where the purchase price is in excess of \$1 million) and the potential benefit to the Petitioners from being able to monetize their assets in the short-term, the Monitor supports the inclusion of this relief in the ARIO. The Monitor also understands that the Interim Lender supports such relief.

PROPOSED KEY EMPLOYEE RETENTION PLAN

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

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

57. Apart from 3 “C-Level” employees who would receive KERP amounts on the basis of one-third being paid upon the Court approving the KERP and two-thirds being paid upon termination of the CCAA Proceedings, the remaining employees would receive KERP amounts on the basis of one-third being paid upon the Court approving the KERP, one-third being paid in week 7 of the Cash Flow Forecast and one-third being paid upon termination of the CCAA Proceedings.
58. The Monitor is supportive of the KERP and the corresponding KERP Charge for the following reasons:
- a) the number of Key Employees is proportionately reasonable to the size and nature of the business;
 - b) the amounts being paid to the Key Employees appear reasonable both on an individual basis relative to each Key Employee’s usual salary as well as in aggregate;
 - c) the Key Employees have specialized expertise and familiarity with the business and are critical to maintain the Petitioners’ continued operations and to support the Monitor in gathering information and responding to bidder inquiries for the successful conduct of the SISF, which should assist to reduce professional fees;
 - d) identifying replacement employees with the requisite sector experience and knowledge of the underlying business and projects is not practical in the circumstances;
 - e) the Monitor has compared the proposed KERP with those in other recent restructuring proceedings under the CCAA and the *Bankruptcy and Insolvency Act*, and is satisfied that the quantum of the KERP payments and the terms of the KERP are commercially reasonable and are not “off-market” in the circumstances; and
 - f) the KERP has been approved by the Interim Lender.

INCREASING THE AMOUNTS TO BE BORROWED UNDER THE DIP TERM SHEET

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

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

60. Prior to the Filing Date, the Petitioners engaged with an entity affiliated with Access Road, LLC ("**Access Road**"), one of the Petitioners' existing secured creditors, regarding the terms of potential interim financing. As reported in the First Gilbert Affidavit, Access Road commenced receivership proceedings in respect of the Petitioners due to amounts outstanding under a secured loan facility provided to the Petitioners. A number of discussions took place over several weeks but a formal binding term sheet was not presented.
61. Despite the aforementioned efforts, the Petitioners were unable to source alternative financing on more competitive terms, or indeed any other terms, other than the DIP Term Sheet. The Interim Lender had a right of first refusal in respect of any proposal received from a third party to provide interim financing, but as no other binding commitment to fund was received by or presented to the Petitioners or the Interim Lender, and thus the right of first refusal was never engaged.
62. The Petitioners advise that the Cash Flow Forecast has not changed since the date of the Pre-Filing Report and nothing has come to the attention of the Monitor that indicates that the Cash Flow Forecast requires any changes at this time.
63. The Cash Flow Forecast indicates the need to receive funding under the DIP Definitive Documents after the initial \$665,851 was received. The Monitor notes that the Petitioners received \$655,000 from the Interim Lender on July 20, 2023, and a further \$1,086,409 on July 24, 2023.
64. The Petitioners, with the support of the Monitor, seek approval of the Court to increase the amounts which may be borrowed by the Petitioners under the DIP Term Sheet to \$6,200,000, which, together with the other obligations of the Petitioners under the Definitive Documents will be secured by the Interim Lender's Charge. Such increase will

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

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

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

66. However, as noted above, because of the Comerica Carve-Out in the Initial Order, the Interim Lender's Charge does not currently encumber the Comerica Security.
67. The First Gilbert Affidavit describes in detail the nature of the indebtedness owing to each of the aforementioned secured creditors, as well as the security provided by the Petitioners.
68. Canada Revenue Agency is owed approximately \$665,851 in relation to deductions at source and represents a deemed trust which is also provided for in the Cash Flow Forecast. No GST or provincial sales tax is owing as revenue earned is from a foreign entity. As of the time of this First Report, the Company has not paid any amount in relation to the deductions at source, however, the Monitor understands that the full amount is expected to be paid on July 26, 2023.
69. The Monitor is not aware that any of the above-noted secured creditors oppose the increase in the Interim Lender's Charge.

INCREASING THE AMOUNT OF THE ADMINISTRATION CHARGE

70. The Initial Order provided for the following three Charges that rank as follows:
- (a) first – the Administration Charge;
 - (b) second – the Interim Lender's Charge; and,
 - (c) third – the Directors' Charge.

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

71. The amount of the Administration Charge contained in the Initial Order was commensurate with the fees and disbursements of the Monitor, the Monitor’s Counsel and the Petitioners’ counsel incurred and to be incurred during the Stay Period.
72. If the Court approves the extension of the Stay Period to October 18, 2023, the fees and disbursements currently covered under the Administration Charge will increase. Accordingly, the Petitioners, with the support of the Monitor, seek approval of the Court to increase the amount of the Administration Charge to \$500,000.

INCREASING THE AMOUNT OF THE DIRECTORS’ CHARGE

73. The Initial Order granted a Directors’ Charge of \$250,000 in favour of the directors and officers of the Petitioners. The Monitor remains of the view that the continued support and service of the directors and officers during the CCAA Proceedings would be beneficial to the Petitioners’ efforts to preserve value and maximize recoveries for stakeholders. As mentioned in the Pre-Filing Report, the directors and officers of the Petitioners advised that they would not continue to serve unless the Directors’ Charge was granted.
74. The quantum of the Directors’ Charge in the Initial Order was based on estimated amounts for which the directors and officers could potentially have statutory personal liability during the first pay period within the CCAA Proceedings being wages, salaries and applicable withholdings, benefits and accrued vacation pay.
75. The Petitioners are requesting an increase to the Directors’ Charge from USD\$250,000 to a maximum amount of CAD\$742,000, which represents estimated exposure for deductions at source as well as employee wages for two pay periods.
76. The Monitor notes that the directors and officers will only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any existing insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the directors and officers are entitled to be indemnified pursuant to the provisions of the proposed ARIO.
77. The Monitor and the Interim Lender support the increase in the Directors’ Charge to CAD\$742,000.

AMENDMENT OF THE COMERICA CARVE-OUT

78. As noted above, the Charges currently do not attach to the Comerica Security but any of the beneficiaries of the Charges is entitled to extend one or more of the Charges to the Comerica Security on a priority or subordinated basis.
79. At the Comeback Hearing, the Petitioners seek to extend the Administration Charge, the Interim Lender's Charge, the Directors' Charge and the KERP Charge so that they attach to the Comerica Security as well, with the following priorities:
- a) the Administration Charge: in priority to the Comerica Security; and
 - b) the Interim Lender's Charge, the Directors' Charge and the KERP Charge: subordinate to the Comerica Security.
80. The Monitor supports this request. In CCAA proceedings, it is customary to have the main Charges, including the Administration Charge, attach to all Property of the Petitioners. The work performed by the professionals that benefit from the Administration Charge is essential to a successful restructuring proceeding and such proceeding could not occur without the work of such professionals.
81. The Petitioners are a complex web of companies straddling two main business areas (live action and digital) with operations in at least three countries. There are multiple secured creditors that have obtained security on differing entities within the corporate group to secure a variety of credit facilities. The CCAA Proceedings are intended to generate value for secured creditors and other stakeholders through the SISP (if approved by the Court). Conducting the CCAA Proceedings and running the SISP requires work by insolvency professionals. The alternative to the CCAA Proceedings would be one or more receiverships (in which the professionals would likely seek an Administration Charge) or bankruptcies, either of which outcome risks a sale of assets at forced liquidation value. The prospect of multiple receiverships or bankruptcy proceedings across multiple jurisdictions also creates a strong possibility that professional costs will be higher in aggregate.
82. The Petitioners' request that the Administration Charge take priority over the Comerica Security (and which charge already has priority over the other assets of the Petitioners) is consistent with the normal practice in CCAA matters and is intended to mitigate the financial risk to professionals who are being asked to assist with the restructuring.

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

CONCLUSION

84. Since the date of the Pre-Filing Report, the Monitor is of the opinion that the Petitioners have acted and continued to act in good faith and with due diligence in respect of exploring various options which would enable them to restructure their business and operations, including by way of one or more Court-approved sale transactions.
85. As at the date of this First Report, nothing has come to the attention of Monitor that would require the Monitor to report that a material adverse change has occurred or that these CCAA Proceedings should be changed to proceedings under the *Bankruptcy and Insolvency Act*, pursuant to sections 23(1)(d)(i) and 23(1)(h) of the CCAA, respectively.
86. For the reasons set out in this First Report, the Monitor is of the view that the relief requested by the Petitioners is reasonable and respectfully recommends that this Court make the proposed ARIO and SISP Order granting the Petitioners' requested relief.

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

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

Per: 
Mark Wentzell, CPA, CA, CFP, CIT
Senior Vice-President

Schedule “A”

Petitioners

Schedule "A"

List of Petitioners

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

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

Schedule “B”

Non-Petitioner Entities

Schedule "B"
Non-Petitioner Entities

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

Appendix 4



No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

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

PETITIONERS

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
) July 28, 2023
JUSTICE GOMERY)

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 27th and 28th day of July, 2023 in respect of the comeback hearing scheduled pursuant to the Initial Order of Justice Gomery of the Supreme Court of British Columbia dated July 19, 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 "**First Gilbert Affidavit**") and the Second Affidavit of Aaron Gilbert sworn July 25, 2023 (the "**Second Gilbert Affidavit**" and together with the First Gilbert Affidavit, the "**Gilbert Affidavits**"), the Pre-Filing Report of Grant Thornton Limited in its capacity as the Monitor (in such capacity, the "**Monitor**"), and the First Report of the Monitor dated July 26, 2023;

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:

SERVICE

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

JURISDICTION

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

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 First 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. Subject to the terms of the DIP Term Sheet and Definitive Documents, the Petitioners shall be entitled to operate in the ordinary course of business, including, without limitation, the production and sale, or licensing to third parties, of live-action films, series television, interactive gaming content or other live action, animation or gaming content produced by the Petitioners in the ordinary course of business. For greater certainty: (i) subject to the prior written consent of the Monitor and the Interim Lender and the terms of the DIP Term Sheet and Definitive Documents, the sale of film and television content produced in the ordinary course of business by the Petitioners, other than the Comerica Priority Collateral (as defined below), shall not require the approval of this Court for any transaction below \$1,000,000 in value, provided that, if deemed advisable or desirable, the Petitioners may apply for Court approval for any such transaction; and (ii) subject to the terms of the DIP Term Sheet and Definitive Documents, the Petitioners shall seek prior Court approval for any transaction in the ordinary course of business, including, without limitation, the sale of film and television content produced in the ordinary course, (A) in excess of \$1,000,000 or (B) involving the Comerica Priority Collateral, or (C) any Property that is subject to an Encumbrance in favour of Access Road Capital, LLC. Notice of at least 3 business days will be given to the Directors Guild of America, Inc., The

Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West, Inc. of any sale contemplated herein and, in the event that such sale provides for any change to the normal course obligations required by the Directors Guild of America, Inc., The Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West, Inc. pursuant to their collective bargaining and related agreements, court approval of such sale shall be required.

8. 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.

9. 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.

10. 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.

11. 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

12. 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**”).

13. 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.

14. 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.

15. 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

16. Until and including October 18, 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.

17. 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.

18. Nothing in this Order, including paragraphs 16 and 17, 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

19. 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 Affidavits) 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 19;
- (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

20. 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

21. 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

22. 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

23. 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 Order Date 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

24. 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.

25. 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 CAD ~~\$7423000~~, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 42 and 44 hereof.

26. 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 24 of this Order.

APPOINTMENT OF MONITOR

27. ~~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.

28. 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) monitor and track the costs of these proceedings including the utilization of the proceeds of the DIP Facility (as defined below) and the incurring of the costs and liabilities that are subject to any of the Charges (as defined below) in respect of each of the Petitioners and their respective Property.
- (i) 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;
- (j) 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
- (k) perform such other duties as are required by this Order or by this Court from time to time.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 amounts of

~~\$50,000~~, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

34. 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

35. 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 \$500,000~~, 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 42 and 44 hereof.

INTERIM FINANCING

36. 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 \$6,200,000 unless permitted by further Order of this Court.

37. 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.

38. 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.

39. 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 \$6,200,000 (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 42 and 44 hereof.

40. 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.

41. 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

42. The priorities of the Administration Charge, the KERP Charge (as defined below), the Directors' Charge, the Interim Lender's Charge (collectively, the "Charges"), and the Comerica Security (as defined below), as among them, shall be as follows:

With respect to Property not subject to an Encumbrance (as defined below) in favour of Comerica Bank:

First - Administration Charge (to the maximum amount of USD ~~\$500,000~~);

Second - KERP Charge (to the maximum amount of USD \$234,460);

Third - Interim Lender's Charge (to the maximum amount of USD \$6,200,000 plus accrued and unpaid interest, fees and expenses); and

Fourth - Directors' Charge (to the maximum amount of CAD ~~\$742,000~~);

With respect to Property subject to an Encumbrance in favour of Comerica Bank (all such Property, the “**Comerica Collateral**”, and all such Encumbrances, the “**Comerica Security**”):

First - any Comerica Security on the revenues, tax incentives or proceeds derived from or related to the motion pictures “Queen and Slim”, “Fences” and “Surrounded” (collectively, the “**Comerica Priority Collateral**”);

Second - Administration Charge (to the maximum amount of USD ~~\$500,000~~);

Third - any Comerica Security on any Comerica Collateral other than the Comerica Priority Collateral (collectively, the “**Comerica Second-Priority Collateral**”);

Fourth - KERP Charge (to the maximum amount of USD \$234,460);

Fifth - Interim Lender’s Charge (to the maximum amount of USD \$6,200,000 plus accrued and unpaid interest, fees and expenses); and

Sixth - Directors’ Charge (to the maximum amount of CAD ~~\$742,000~~).

43. Any security documentation evidencing, or the filing, registration or perfection of, the Charges shall not be required, and 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.

44. 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:

- (i) the Administration Charge shall rank subordinate to any Comerica Security on the Comerica Priority Collateral but in priority to any Comerica Security on the Comerica Second-Priority Collateral;
- (ii) the KERP Charge, the Interim Lender's Charge and the Directors' Charge shall rank subordinate to any Comerica Security on the Comerica Collateral; and
- (iii) the Interim Lender's Charge shall rank subordinate to any existing Encumbrance on any Property in favour of the Writers Guild of America, West Inc., the Directors Guild of America Inc. or the Screen Actors Guild-American Federation of Television and Radio Artists (each, a "**Union Party**") solely to the extent (A) of a Union Party's interest in such Property and (B) to which the Interim Lender has agreed that such existing Encumbrance shall rank in priority to any Encumbrance on such Property in favour of the Interim Lender pursuant to a valid and enforceable Interparty Agreement (or similar binding agreement) between the Interim Lender and a Union Party.

45. 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.

46. 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.

47. 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.

48. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the Property, provided that, in all cases, any such allocation must provide for the payment in full of all amounts and obligations secured by such Charges.

KERP APPROVAL

49. The key employee retention plan (“**KERP**”) described in the Second Gilbert Affidavit and in the First Report of the Monitor, is hereby approved and the Petitioners are authorized and directed to make payments in accordance with the terms thereof.

50. The Petitioners are authorized to deliver such documents as may be necessary to give effect to the KERP, subject to prior approval of the Monitor and the Interim Lender or as may be ordered by this Court.

51. The KERP Participants (as defined in the Second Gilbert Affidavit) shall be entitled to the benefit of and are hereby granted a charge (the “**KERP Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$234,460 as security for the obligations of the Petitioners under the KERP. The KERP Charge shall have the priority set out in paragraphs 42 and 44 hereof.

SERVICE AND NOTICE

52. 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.

53. 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.

54. 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.

55. 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.

56. Notwithstanding paragraphs 52 and 54 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

57. 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.

58. 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

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

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

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

67. 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:



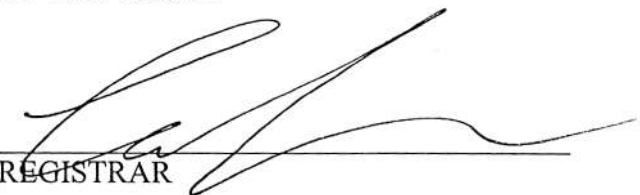
Signature of
☐ Party ☒ Lawyer for the Petitioners

Lala Wong

for

Asim Iqbal

BY THE COURT



REGISTRAR

Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.
DATED: JUL 28 2023



Authorized Signing Officer

LALA WONG

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.
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

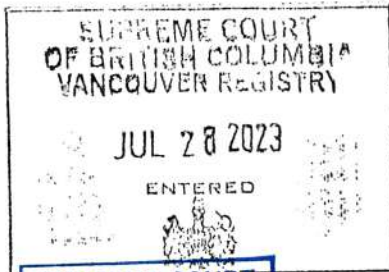
Schedule "C"

List of Counsel

List of Counsel

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Appendix 5



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*,

**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

ORDER MADE AFTER APPLICATION

SALE AND INVESTMENT SOLICITATION PROCESS ORDER

BEFORE THE HONOURABLE

JUSTICE GOMERY

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)
)

July 28, 2023

THIS APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 27th and 28th day of **July**, 2023 in respect of the comeback hearing scheduled pursuant to the Initial Order of Justice Gomery of the Supreme Court of British Columbia dated July 19, 2023; **AND ON HEARING** **Asim Jabbal 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 and the Second Affidavit of Aaron Gilbert

sworn July 25, 2023, the Pre-Filing Report of Grant Thornton Limited in its capacity as the proposed Monitor dated July 18, 2023, and the First Report of Grant Thornton Limited in its capacity as the Monitor (in such capacity the “**Monitor**”) dated July 26, 2023;

SERVICE AND DEFINITIONS

1. The time for service of this Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.
2. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the SISP (as defined below) or the Amended and Restated Initial Order of this Court dated as of the date hereof.

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

3. The Sale and Investment Solicitation Process attached as **Schedule “B”** to this Order (the “**SISP**”) is hereby approved and the Petitioners and the Monitor are hereby authorized and directed to implement the SISP in accordance with its terms and the terms of this Order. The Monitor and the Petitioners are hereby authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations under the SISP, subject to prior approval of this Court being obtained before completion of any transaction(s) under the SISP.
4. The Monitor and its respective affiliates, partners, employees, representatives and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any Person in connection with or as a result of the SISP, except to the extent

such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Monitor in performing its obligations under the SISP as determined by this Court.

5. Notwithstanding anything contained in this Order or in the SISP, the Monitor shall not take Possession of the Business or the Property or be deemed to take Possession of the Business or the Property, including pursuant to any provision of the Environmental Legislation.

PIPEDA AND CONFIDENTIAL INFORMATION

6. Pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (“PIPEDA”) and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Monitor and the Petitioners and their respective counsel be and are hereby authorized but not obligated, to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the SISP to any Person or interested party that the Monitor or the Petitioners consider appropriate.

7. Pursuant to clause 7(3)(c) of the PIPEDA and any similar legislation in any other applicable jurisdictions, the Monitor, the Petitioners and their respective counsel are hereby authorized and permitted to disclose and transfer to each Potential Bidder and to their advisors, if requested, personal information of identifiable individuals, including, without limitation, all human resources and payroll information in the Petitioners’ records pertaining to their past and current employees, but only to the extent desirable or required to negotiate or attempt to complete a sale of the Property (“Sale”) or investment in the Business (“Investment”). Each Potential Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and

limit the use of such information to its evaluation of the Sale or Investment, and if it does not complete a Sale or Investment, shall return all such information to the Monitor and the Petitioners, or in the alternative destroy all such information. The Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Property or Business acquired pursuant to the Sale or invested in pursuant to the Investment in a manner which is in all material respects identical to the prior use of such information by the Petitioners, and shall return all other personal information to the Monitor and the Petitioners, or ensure that all other personal information is destroyed.

8. The Monitor is hereby authorized to disclose any information or documentation contained in the Petitioners' records (including, without limitation, confidential information or documentation) regarding the Petitioners' assets, undertakings and properties, including the Applicant's business and operations (collectively, the "**Property and Business Information**") to Potential Bidders, provided that the Monitor will only disclose Property and Business Information that the Monitor determines is reasonably necessary to permit a Qualified Bidder to conduct due diligence regarding a potential Transaction or that is otherwise necessary to implement the SISP or a potential Transaction.

9. Each Potential Bidder to whom Property and Business Information is disclosed under the SISP will maintain and protect the confidentiality of such Property and Business Information and limit the use of such Property and Business Information to its evaluation of a potential Transaction in accordance with the terms of the SISP and their Confidentiality Agreement, and, if a Transaction is no longer being considered by the Potential Bidder, if the Potential Bidder does not complete a

Transaction under the SISP or otherwise at the request of the Monitor, such Potential Bidder will return all such Property and Business Information to the Monitor or alternatively destroy such Property and Business Information and provide confirmation of its destruction if so requested by the Monitor. The Successful Bidder(s) will maintain and protect the confidentiality of the Property and Business Information and, upon the closing of any Transaction(s), will be entitled to use the Property and Business Information provided to them that is related to the Property or the Business subject to the Transaction(s) in a matter that is in all material respects identical to the prior use of such Property and Business Information by the Petitioners and the Monitor, and will return all other Property and Business Information to the Monitor or alternatively destroy such Property and Business Information and provide confirmation of its destruction if so requested by the Monitor.

GENERAL

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

11. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, Ireland, New Zealand or any other foreign jurisdiction, to give effect to this Order and to assist the Foreign Representative, the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. 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, the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

12. Each of the Foreign Representative, the Petitioners and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

13. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

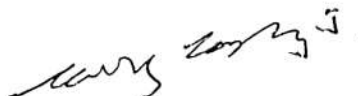
14. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the date hereof.

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:



Asim Iqbal

Lawyers for the Petitioners



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

DATED:



JUL 28 2023

Authorized Signing Officer

Pamela Grant

BY THE COURT



REGISTRAR

CKED

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"

SISP Attached.

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 SISF. 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 SISF. 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 SISF, 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 infeasible payment in full of all amounts owing to the Lender under the DIP Loan. The Monitor may, in consultation with the Petitioners and the Lender, waive strict compliance with one or more of the requirements specified in paragraphs 26 and 27 of the SISP and deem any Final Bid(s) to be a Qualified Final Bid notwithstanding any non-compliance with the terms and conditions of the SISP.

E. Selection of Winning Bid

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

31. Any Qualified Bidder that makes a Winning Bid shall be a **"Successful Bidder"** and any Qualified Bidder that makes a Backup Bid shall be a **"Backup Bidder"**. The Monitor will notify each Successful Bidder and Backup Bidder as soon as reasonably practical of the Final Agreement and the Backup Bid shall remain open until the consummation of the transaction contemplated by the Winning Bid (and, for greater certainty, the Monitor shall be entitled to continue to hold the Deposit in respect of the Backup Bid until such time as the transaction contemplated by the Winning Bid is consummated).
32. In the event that (a) no Qualified Bidder submits or is deemed to have submitted a Qualified Final Bid, (b) the Petitioners, with the prior written consent of the Monitor and the Lender, determine that none of the Qualified Final Bids should be accepted, or (c) that a Final Agreement has not been entered into before the Final Agreement Deadline, the SISP shall terminate.
33. The highest Qualified Final Bid may not necessarily be accepted by the Petitioners. The Petitioners, with the prior written consent of the Monitor and the Lender, reserve the right not to accept any Qualified Final Bid or to otherwise terminate the SISP. The Petitioners, with the prior written consent of the Monitor and the Lender, further reserve the right to deal with one or more Qualified Bidders to the exclusion of other Persons, to accept a Qualified Final Bid or Qualified Final Bids for some or all of the Property, the Petitioners or the Business, to accept multiple Qualified Final Bids and enter into multiple Final Agreements.

F. Credit Bidding

34. The Lender, any of the Lender's affiliates, or other secured creditors of a Petitioner (each, a **"Secured Party"**) shall be entitled to submit an offer in the form of a Final Bid pursuant to which the consideration offered includes an exchange for, and in full and final satisfaction of, all or a portion of such secured creditor's secured claim against one or more of the Petitioners (a **"Credit Bid"**), provided that (i) the secured claim portion of such Credit Bid cannot exceed the aggregate value of the Secured Party's secured claim; and (ii) such Credit Bid must include at least sufficient cash consideration to satisfy any priority payment required to be paid that ranks ahead of such Secured Party's secured claim or otherwise assume or satisfy such obligations. For greater certainty, a Secured Party that wishes to make a Credit Bid shall also be required to submit an LOI in accordance with the terms and deadlines set out herein.
35. A Secured Party may only make a Credit Bid in relation to the Property subject to such Secured Party's security (in each case, the **"Encumbered Assets"**). To the extent that a Secured Party wishes to submit a Final Bid for Property that does not form part of the Encumbered Assets (the **"Unencumbered Assets"**), such Secured Party shall specify a cash purchase price allocated to the Unencumbered Assets while making a Credit Bid for the Encumbered Assets that are included in such Final Bid.
36. Notwithstanding any other provision of the SISP, the Lender shall not be entitled to: (i) receive copies of any LOIs received by the LOI Deadline in the event that the Lender elects to submit an LOI; and (ii) receive copies of any Final Bids received by the Final

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

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

APPROVAL ORDERS

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

CLOSING

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

DEPOSITS

41. All Deposits paid pursuant to the SISP shall be held in trust by the Monitor. The Monitor shall hold Deposits paid by each of the Winning Bidder and the Backup Bidder in accordance with the terms outlined in the SISP. In the event that a Deposit is paid pursuant to the SISP and the Petitioners elect not to proceed to negotiate and settle the terms and conditions of a definitive agreement with the Person that paid such Deposit, the Monitor shall return the Deposit and any interest accrued thereon to that Person.
42. In the event that either of the Successful Bidder or the Backup Bidder default in the payment or performance of any obligations owed to the Petitioners or the Monitor pursuant to any Final Agreement the Deposit paid by the Winning Bidder or the Backup Bidder, as applicable, shall be forfeited to such party as liquidated damages and not as a penalty.

GENERAL

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

SCHEDULE "A"

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

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

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

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

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

SCHEDULE "B"

Addresses for Deliveries

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

GRANT THORNTON LIMITED

Suite 1600 - 333 Seymour Street

Vancouver BC V6B 0A4

Attention: Mark Wentzell/James Saxton/Eric Jamieson

Email: Mark.Wentzell@ca.gt.com / james.saxton@ca.gt.com /

Eric.Jamieson@ca.gt.com

with a copy to:

CASSELS BROCK & BLACKWELL LLP

Suite 2200, HSBC Building

885 West Georgia Street

Vancouver, BC V6C 3E8

Attention: John Birch/Forrest Finn

Email: jbirch@cassels.com / ffinn@cassels.com

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

Schedule "C"

List of Counsel.

List of Counsel

[illegible]

Appendix 6



IT IS ORDERED as set forth below:

Date: August 15, 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:

BRON Media Holdings USA Corp., et al.,

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 23-56798-pmb

Jointly Administered

**ORDER GRANTING OMNIBUS PETITION FOR
(I) RECOGNITION OF FOREIGN MAIN PROCEEDINGS,
(II) RECOGNITION OF FOREIGN REPRESENTATIVE, AND
(III) RELATED RELIEF UNDER CHAPTER 15 OF THE BANKRUPTCY CODE**

Upon consideration of 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* (DN. 7) (together with the Chapter 15 petitions filed for each of the

Debtors,¹ the “Petitions for Recognition”), the Gilbert Declaration,² the Provisional Relief Motion, and the Foreign Representative’s Reply to Objections of (i) Hudson Private LP and Hudson Private Corporation, and (ii) Hercules Film Investors I (IS), Inc. to Final Recognition Order with the Declaration of Aaron L. Gilbert in support thereof (together with the Petitions for Recognition, the Gilbert Declaration, and the Provisional Relief Motion, the “Chapter 15 Pleadings”), each filed by or on behalf of the Foreign Representative, BRON Media Corp., in its capacity as the duly-appointed foreign representative of the above-captioned debtors (the “Debtors”), in a voluntary restructuring proceeding (the “CCAA Proceeding”) under the Companies’ Creditors Arrangement Act (the “CCAA”) currently pending before the Supreme Court of British Columbia (the “Canadian Court”); the Canadian Court in the CCAA Proceeding having entered: (a) an Amended and Restated Initial Order (“ARIO”)³ which, among other things (i) extended the Stay Period to and including October 18, 2023, (ii) increased the borrowing limit under the DIP Facility up to the maximum amount of USD \$6.2 million and granting a corresponding increase to the Interim Lender's Charge (plus accrued and unpaid interest, fees and expenses); (iii) increased the Administration Charge to USD \$500,000.00, (iv) increased the Directors’ Charge to CAD \$742,000, and (b) a Sales and Investment Solicitation

¹ 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); 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.

² Capitalized terms not otherwise defined herein have the meaning ascribed to such terms in the ARIO (as defined below).

³ A copy of which is attached hereto as **Exhibit A**.

Process Order (the “SISP Order”)⁴ which approved a sales and investment solicitation process (“SISP”) in respect of all of the assets, undertaking and business of the Petitioners and the Non-Petitioner Entities; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue is proper before this Court pursuant to 28 U.S.C. § 1410; and the Court having considered and reviewed the Chapter 15 Pleadings and having held a hearing on August 14, 2023 at 1:30 p.m. to consider the relief requested in the Petitions for Recognition (the “Hearing”); and at the Hearing, Cameron M. McCord appeared on behalf of Foreign Representative and the Debtors; Bryan Bates appeared on behalf of DIP Lender; Lou McBryan and Kevin Fritz appeared on behalf of Hudson Private LP and Hudson Private Corporation; Brian Hall and Jonathan Shenson appeared on behalf of Hercules Film Investors I (US), Inc.; Walter Jones appeared on behalf of Comerica Bank; and Canadian counsel for the Foreign Representative, Debtors, DIP Lender and other parties in interest also observed the hearing; and it appearing that timely notice of the filing of the Chapter 15 Pleadings and the Hearing has been given pursuant to the *Order Scheduling Hearing and Specifying Form and Manner of Service of Notice Pursuant to Sections 1515 and 105(a) of the Bankruptcy Code and Bankruptcy Rules 2002 and 9007* (DN. 16) and that no other or further notice need be provided; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

THIS COURT HEREBY FINDS AND DETERMINES THAT:

- A. This case was properly commenced pursuant to Sections 1504, 1509 and 1515 of the Title 11 of the United States Code (the “Bankruptcy Code”).
- B. This Court has jurisdiction over 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).

⁴ A copy of which is attached hereto as **Exhibit B**.

D. Venue is proper in this district pursuant to 28 U.S.C. § 1410.

E. All prior factual findings and conclusions set forth in that certain *Order Granting Provisional Relief and Continuing Hearing* [D.N. 15] as well as that certain *Order Granting Continued Provisional Relief* [D.N. 23] are restated and incorporated herein in full on a final basis, except if expressly otherwise stated herein.

F. The CCAA Proceeding is a “foreign proceeding” within the meaning of Section 101(23) of the Bankruptcy Code.

G. The CCAA Proceeding is pending in Canada, which is the country in which the Debtors have their center of main interests and, as such, the CCAA Proceeding is a “foreign main proceeding” within the meaning of Sections 1502(4) and 1517(b)(1) of the Bankruptcy Code and entitled to recognition as a foreign main proceeding in respect of each of the Debtors.

H. The Foreign Representative, BRON Media Corp., is a “person,” as such term is defined in Section 101(41) of the Bankruptcy Code, has been duly appointed by the Debtors and has been declared by the Canadian Court as authorized to act as the “foreign representative” with respect to the CCAA Proceeding within the meaning of Section 101(24) of the Bankruptcy Code.

I. The Petitions for Recognition meet all of the requirements set forth in Section 1515 of the Bankruptcy Code and Fed. R. Bankr. P. 1007(a)(4) and 2002(q).

J. The CCAA Proceeding is entitled to recognition by the Court pursuant to Section 1517(a) of the Bankruptcy Code and the Debtors have satisfied the eligibility requirements of Section 109(a) of the Bankruptcy Code, as applicable.

K. The Debtors and the Foreign Representative are entitled to all of the relief set forth in Section 1520 of the Bankruptcy Code.

L. Appropriate notice of the filing of, and the Hearing on, the Petition for Recognition was given, which notice is deemed adequate for all purposes, and no other or further notice need be given.

M. The relief granted hereby is necessary and appropriate, in the interests of the public and of international comity, not inconsistent with the public policy of the United States, warranted pursuant to Sections 105(a), 362, 363, 364, 365(e), 1507(a), 1509(b)(2)-(3), 1520, 1521, 1522 and 1525 of the Bankruptcy Code, and will not cause hardship to creditors of the Debtors or other parties in interests that is not outweighed by the benefits of granting that relief.

N. The relief granted hereby is necessary to effectuate the purposes and objectives of Chapter 15 and to protect the Debtors and the interests of their creditors and other parties in interest.

O. The Foreign Representative has demonstrated to the Canadian Court that, without the financing provided by the DIP Facility, as granted in the ARIO, the Debtors will be unable to continue operations and fund the SISP, which will significantly impair the value of their assets, and that the Canadian Court has approved the DIP Facility and the Interim Lender's Charge as being appropriate and determined that 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.

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

Q. Absent the relief granted hereby, the Debtors and their directors and officers may be subject to the prosecution of judicial, quasi-judicial, arbitration, administrative or regulatory actions or proceedings in connection with the CCAA Proceeding or otherwise against the Debtors and their directors and officers or their property, thereby interfering with and causing harm to, the Debtors, their creditors, and other parties in interest in the CCAA Proceeding and, as a result, the Debtors, their creditors and such other parties in interest would suffer irreparable injury for which there is no adequate remedy at law.

R. Absent the requested relief, the efforts of the Debtors, the Canadian Court and the Foreign Representative in conducting the CCAA Proceeding and effecting their restructuring therein may be thwarted by the actions of certain creditors, a result that will obstruct the purposes of Chapter 15 as reflected in Section 1501(a) of the Bankruptcy Code.

S. Each of the injunctions contained in this Order (i) is within the Court's jurisdiction, (ii) is essential to the success of the Debtors' restructuring in the CCAA Proceeding, (iii) confers material benefits on, and is in the best interests of, the Debtors and their creditors, and (iv) is important to the overall objectives of the such restructuring.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Petitions for Recognition and the Relief Requested are granted as set forth herein, and any objections thereto including, but not limited to, the *Opposition to Motion of Foreign Representative for an Order Granting Certain Provisional Relief* (DN. 29) filed by Hercules Film Investors I (US), Inc. and *Hudson Private LP and Hudson Private Corporation's Response in Opposition to BRON Media Corp's Omnibus Petition for (I) Recognition of Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code and Motion to Transfer Venue* (DN. 30) are overruled with

prejudice.

2 The CCAA Proceeding is granted recognition with respect to each of the Debtors as a foreign main proceeding (as defined in Section 1502 of the Bankruptcy Code) pursuant to Sections 1517(a) and (b)(1) of the Bankruptcy Code.

3 BRON Media Corp. is recognized as the “foreign representative” as defined in Section 101(24) of the Bankruptcy Code in respect of the CCAA Proceeding.

4 The Debtors and the Foreign Representative are granted all of the relief set forth in Section 1520 of the Bankruptcy Code including, without limitation, the application of the protection afforded by the automatic stay under Section 362(a) of the Bankruptcy Code to the Debtors and to the Debtors’ property that is now within or in the future is located within the territorial jurisdiction of the United States.

5 The Foreign Representative is authorized to exercise the powers of a trustee to the extent provided by for in the CCAA Proceeding and by 11 U.S.C. § 1520(a)(3).

6 The ARIO and the SISP Order, as currently constituted and as may later be amended or revised by the Canadian Court, are hereby given full force and effect, on a final basis, with respect to the Debtors and their property that now or in the future is located within the territorial jurisdiction of the United States.

7 Pursuant to 11 U.S.C. § 1521(a)(1)-(3), all persons and entities, other than the Foreign Representative and its representatives and agents, are hereby enjoined (to the extent they have not been stayed under Section 1520(a)) from:

- a. execution against any of the Debtors’ assets and their directors’ and officers’ (the “Protected Parties”) assets related to the Debtors;
- 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' assets, rights, obligations or liabilities or other Protected Parties' assets, rights, obligations or liabilities as the same relate to the Debtors; 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 Pursuant to 11 U.S.C. § 1521(a)(5), the administration or realization of the Debtors' assets within the territorial jurisdiction of the United States is entrusted to the Foreign Representative and the Foreign Representative is hereby established as the exclusive representative of the Debtors in the United States.

9 Pursuant to 11 U.S.C. §§ 1521(a)(6) and 1521(a)(7), all prior relief granted to the Debtors or the Foreign Representative by this Court pursuant to Section 1519(a) or 1521 of the Bankruptcy Code shall be extended and that certain *Order Granting Provisional Relief and Continuing Hearing* [D.N. 15] as well as that certain *Order Granting Continued Provisional Relief* [D.N. 23] shall remain in full force and effect, notwithstanding anything to the contrary contained therein.

10. Pursuant to 11 U.S.C. §§ 105(a), 364(e), and 1521(a)(6-7) of the Bankruptcy Code, the validity of the indebtedness and the priority of the liens authorized by the ARIO made enforceable in the United States by this Order shall not be affected by any reversal or modification of this Order on appeal.

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

12. No action taken by the Foreign Representative, the Debtors, or their respective successors, agents, representatives, advisors, or counsel in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the CCAA Proceeding, this order, these Chapter 15 cases, or any adversary proceeding herein, or any further proceeding commenced hereunder, shall be deemed to constitute a waiver of the rights or benefits afforded such persons under Sections 306 and 1510 of the Bankruptcy Code.

13. 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 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.

14. A copy of this Order shall be served within five business days of entry of this order, by electronic mail to the extent email addresses are available and otherwise by U.S. mail, overnight or first-class postage prepaid, upon the Notice Parties and the Core Notice Parties (as

defined in the *Motion of Foreign Representative for Entry of Order Scheduling Hearing and Specifying Form and Manner of Service of Notice Pursuant to Sections 1515 and 105(a) of the Bankruptcy Code and Bankruptcy Rules 2002 and 9007*) and such other entities as the Court may direct. Such service shall be good and sufficient service and adequate notice for all purposes.

15. The Court shall retain jurisdiction with respect to the enforcement, amendment, or modification of this Order, any request for additional relief and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of the Court.

16. This Order shall be effective and enforceable immediately upon entry and shall constitute a final order within the meaning of 28 U.S.C. § 158(a).

END OF ORDER

Prepared and Presented by:

JONES & WALDEN LLC

/s/ Cameron M. McCord

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EXHIBIT A



No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

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

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

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
) July 28, 2023
JUSTICE GOMERY)

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 27th and 28th day of July, 2023 in respect of the comeback hearing scheduled pursuant to the Initial Order of Justice Gomery of the Supreme Court of British Columbia dated July 19, 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 "**First Gilbert Affidavit**") and the Second Affidavit of Aaron Gilbert sworn July 25, 2023 (the "**Second Gilbert Affidavit**" and together with the First Gilbert Affidavit, the "**Gilbert Affidavits**"), the Pre-Filing Report of Grant Thornton Limited in its capacity as the Monitor (in such capacity, the "**Monitor**"), and the First Report of the Monitor dated July 26, 2023;

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:

SERVICE

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

JURISDICTION

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

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 First 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. Subject to the terms of the DIP Term Sheet and Definitive Documents, the Petitioners shall be entitled to operate in the ordinary course of business, including, without limitation, the production and sale, or licensing to third parties, of live-action films, series television, interactive gaming content or other live action, animation or gaming content produced by the Petitioners in the ordinary course of business. For greater certainty: (i) subject to the prior written consent of the Monitor and the Interim Lender and the terms of the DIP Term Sheet and Definitive Documents, the sale of film and television content produced in the ordinary course of business by the Petitioners, other than the Comerica Priority Collateral (as defined below), shall not require the approval of this Court for any transaction below \$1,000,000 in value, provided that, if deemed advisable or desirable, the Petitioners may apply for Court approval for any such transaction; and (ii) subject to the terms of the DIP Term Sheet and Definitive Documents, the Petitioners shall seek prior Court approval for any transaction in the ordinary course of business, including, without limitation, the sale of film and television content produced in the ordinary course, (A) in excess of \$1,000,000 or (B) involving the Comerica Priority Collateral, or (C) any Property that is subject to an Encumbrance in favour of Access Road Capital, LLC. Notice of at least 3 business days will be given to the Directors Guild of America, Inc., The

Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West, Inc. of any sale contemplated herein and, in the event that such sale provides for any change to the normal course obligations required by the Directors Guild of America, Inc., The Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West, Inc. pursuant to their collective bargaining and related agreements, court approval of such sale shall be required.

8. 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.

9. 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.

10. 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.

11. 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

12. 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 ~~\$2,500,000~~ in any one transaction or ~~\$2,500,000~~ 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**”).

13. 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.

14. 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.

15. 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

16. Until and including October 18, 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.

17. 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.

18. Nothing in this Order, including paragraphs 16 and 17, 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

19. 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 Affidavits) 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 19;
- (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

20. 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

21. 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

22. 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

23. 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 Order Date 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

24. 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.

25. 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 CAD ~~\$742,000~~, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 42 and 44 hereof.

26. 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 24 of this Order.

APPOINTMENT OF MONITOR

27. ~~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.

28. 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) monitor and track the costs of these proceedings including the utilization of the proceeds of the DIP Facility (as defined below) and the incurring of the costs and liabilities that are subject to any of the Charges (as defined below) in respect of each of the Petitioners and their respective Property.
- (i) 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;
- (j) 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
- (k) perform such other duties as are required by this Order or by this Court from time to time.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 amounts of

~~\$50,000~~, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

34. 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

35. 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 \$500,000~~, 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 42 and 44 hereof.

INTERIM FINANCING

36. 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 \$6,200,000 unless permitted by further Order of this Court.

37. 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.

38. 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.

39. 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 \$6,200,000 (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 42 and 44 hereof.

40. 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.

41. 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

42. The priorities of the Administration Charge, the KERP Charge (as defined below), the Directors' Charge, the Interim Lender's Charge (collectively, the "Charges"), and the Comerica Security (as defined below), as among them, shall be as follows:

With respect to Property not subject to an Encumbrance (as defined below) in favour of Comerica Bank:

First - Administration Charge (to the maximum amount of USD ~~\$500,000~~);

Second - KERP Charge (to the maximum amount of USD \$234,460);

Third - Interim Lender's Charge (to the maximum amount of USD \$6,200,000 plus accrued and unpaid interest, fees and expenses); and

Fourth - Directors' Charge (to the maximum amount of CAD ~~\$742,000~~);

With respect to Property subject to an Encumbrance in favour of Comerica Bank (all such Property, the “**Comerica Collateral**”, and all such Encumbrances, the “**Comerica Security**”):

First - any Comerica Security on the revenues, tax incentives or proceeds derived from or related to the motion pictures “Queen and Slim”, “Fences” and “Surrounded” (collectively, the “**Comerica Priority Collateral**”);

Second - Administration Charge (to the maximum amount of USD ~~\$500,000~~);

Third - any Comerica Security on any Comerica Collateral other than the Comerica Priority Collateral (collectively, the “**Comerica Second-Priority Collateral**”);

Fourth - KERP Charge (to the maximum amount of USD \$234,460);

Fifth - Interim Lender’s Charge (to the maximum amount of USD \$6,200,000 plus accrued and unpaid interest, fees and expenses); and

Sixth - Directors’ Charge (to the maximum amount of CAD ~~\$742,000~~).

43. Any security documentation evidencing, or the filing, registration or perfection of, the Charges shall not be required, and 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.

44. 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:

- (i) the Administration Charge shall rank subordinate to any Comerica Security on the Comerica Priority Collateral but in priority to any Comerica Security on the Comerica Second-Priority Collateral;
- (ii) the KERP Charge, the Interim Lender's Charge and the Directors' Charge shall rank subordinate to any Comerica Security on the Comerica Collateral; and
- (iii) the Interim Lender's Charge shall rank subordinate to any existing Encumbrance on any Property in favour of the Writers Guild of America, West Inc., the Directors Guild of America Inc. or the Screen Actors Guild-American Federation of Television and Radio Artists (each, a "Union Party") solely to the extent (A) of a Union Party's interest in such Property and (B) to which the Interim Lender has agreed that such existing Encumbrance shall rank in priority to any Encumbrance on such Property in favour of the Interim Lender pursuant to a valid and enforceable Interparty Agreement (or similar binding agreement) between the Interim Lender and a Union Party.

45. 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.

46. 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.

47. 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.

48. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the Property, provided that, in all cases, any such allocation must provide for the payment in full of all amounts and obligations secured by such Charges.

KERP APPROVAL

49. The key employee retention plan (“**KERP**”) described in the Second Gilbert Affidavit and in the First Report of the Monitor, is hereby approved and the Petitioners are authorized and directed to make payments in accordance with the terms thereof.

50. The Petitioners are authorized to deliver such documents as may be necessary to give effect to the KERP, subject to prior approval of the Monitor and the Interim Lender or as may be ordered by this Court.

51. The KERP Participants (as defined in the Second Gilbert Affidavit) shall be entitled to the benefit of and are hereby granted a charge (the “**KERP Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$234,460 as security for the obligations of the Petitioners under the KERP. The KERP Charge shall have the priority set out in paragraphs 42 and 44 hereof.

SERVICE AND NOTICE

52. 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.

53. 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.

54. 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.

55. 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.

56. Notwithstanding paragraphs 52 and 54 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

57. 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.

58. 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

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

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

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

67. 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

for _____
Asim Iqbal

Lala Wong

BY THE COURT



REGISTRAR

Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.
DATED: JUL 28 2023


Authorized Signing Officer

LALA WONG

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.
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

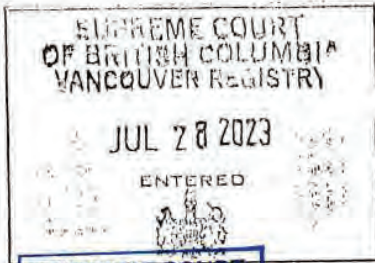
Schedule "C"

List of Counsel

List of Counsel

[illegible]

EXHIBIT B



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*,
C.B. 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

ORDER MADE AFTER APPLICATION

SALE AND INVESTMENT SOLICITATION PROCESS ORDER

BEFORE THE HONOURABLE)
) July 28, 2023
JUSTICE GOMERY)

THIS APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 27th and 28th day of July, 2023 in respect of the comeback hearing scheduled pursuant to the Initial Order of Justice Gomery of the Supreme Court of British Columbia dated July 19, 2023; 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 and the Second Affidavit of Aaron Gilbert

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sworn July 25, 2023, the Pre-Filing Report of Grant Thornton Limited in its capacity as the proposed Monitor dated July 18, 2023, and the First Report of Grant Thornton Limited in its capacity as the Monitor (in such capacity the “**Monitor**”) dated July 26, 2023;

SERVICE AND DEFINITIONS

1. The time for service of this Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today.
2. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the SISP (as defined below) or the Amended and Restated Initial Order of this Court dated as of the date hereof.

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

3. The Sale and Investment Solicitation Process attached as Schedule “B” to this Order (the “SISP”) is hereby approved and the Petitioners and the Monitor are hereby authorized and directed to implement the SISP in accordance with its terms and the terms of this Order. The Monitor and the Petitioners are hereby authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations under the SISP, subject to prior approval of this Court being obtained before completion of any transaction(s) under the SISP.
4. The Monitor and its respective affiliates, partners, employees, representatives and agents shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any Person in connection with or as a result of the SISP, except to the extent

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such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Monitor in performing its obligations under the SISP as determined by this Court.

5. Notwithstanding anything contained in this Order or in the SISP, the Monitor shall not take Possession of the Business or the Property or be deemed to take Possession of the Business or the Property, including pursuant to any provision of the Environmental Legislation.

PIPEDA AND CONFIDENTIAL INFORMATION

6. Pursuant to section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (“**PIPEDA**”) and Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Monitor and the Petitioners and their respective counsel be and are hereby authorized but not obligated, to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the SISP to any Person or interested party that the Monitor or the Petitioners consider appropriate.

7. Pursuant to clause 7(3)(c) of the PIPEDA and any similar legislation in any other applicable jurisdictions, the Monitor, the Petitioners and their respective counsel are hereby authorized and permitted to disclose and transfer to each Potential Bidder and to their advisors, if requested, personal information of identifiable individuals, including, without limitation, all human resources and payroll information in the Petitioners’ records pertaining to their past and current employees, but only to the extent desirable or required to negotiate or attempt to complete a sale of the Property (“**Sale**”) or investment in the Business (“**Investment**”). Each Potential Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and

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limit the use of such information to its evaluation of the Sale or Investment, and if it does not complete a Sale or Investment, shall return all such information to the Monitor and the Petitioners, or in the alternative destroy all such information. The Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Property or Business acquired pursuant to the Sale or invested in pursuant to the Investment in a manner which is in all material respects identical to the prior use of such information by the Petitioners, and shall return all other personal information to the Monitor and the Petitioners, or ensure that all other personal information is destroyed.

8. The Monitor is hereby authorized to disclose any information or documentation contained in the Petitioners' records (including, without limitation, confidential information or documentation) regarding the Petitioners' assets, undertakings and properties, including the Applicant's business and operations (collectively, the "**Property and Business Information**") to Potential Bidders, provided that the Monitor will only disclose Property and Business Information that the Monitor determines is reasonably necessary to permit a Qualified Bidder to conduct due diligence regarding a potential Transaction or that is otherwise necessary to implement the SISP or a potential Transaction.

9. Each Potential Bidder to whom Property and Business Information is disclosed under the SISP will maintain and protect the confidentiality of such Property and Business Information and limit the use of such Property and Business Information to its evaluation of a potential Transaction in accordance with the terms of the SISP and their Confidentiality Agreement, and, if a Transaction is no longer being considered by the Potential Bidder, if the Potential Bidder does not complete a

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Transaction under the SISP or otherwise at the request of the Monitor, such Potential Bidder will return all such Property and Business Information to the Monitor or alternatively destroy such Property and Business Information and provide confirmation of its destruction if so requested by the Monitor. The Successful Bidder(s) will maintain and protect the confidentiality of the Property and Business Information and, upon the closing of any Transaction(s), will be entitled to use the Property and Business Information provided to them that is related to the Property or the Business subject to the Transaction(s) in a matter that is in all material respects identical to the prior use of such Property and Business Information by the Petitioners and the Monitor, and will return all other Property and Business Information to the Monitor or alternatively destroy such Property and Business Information and provide confirmation of its destruction if so requested by the Monitor.

GENERAL

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

11. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, Ireland, New Zealand or any other foreign jurisdiction, to give effect to this Order and to assist the Foreign Representative, the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. 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

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the Foreign Representative, the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

12. Each of the Foreign Representative, the Petitioners and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

13. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

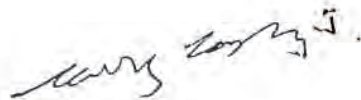
14. This Order and all of its provisions are effective as of 12:01 a.m. local Vancouver time on the date hereof.

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:



Asim Iqbal

Lawyers for the Petitioners



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

DATED:

 JUL 28 2023

Authorized Signing Officer

Pamela Grant

BY THE COURT


REGISTRAR
CKED

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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

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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

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Schedule "B"

SISP Attached.

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 SISF 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 SISF. 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 SISF, 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., Hensch 2 BC Productions Inc., Henschmen Productions Inc., Robin Hood Digital PC BC Inc., and Windor Productions BC Inc.

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

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

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

SCHEDULE "B"

Addresses for Deliveries

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

GRANT THORNTON LIMITED

Suite 1600 - 333 Seymour Street
Vancouver BC V6B 0A4

Attention: Mark Wentzell/James Saxton/Eric Jamieson

Email: Mark.Wentzell@ca.gt.com / james.saxton@ca.gt.com /
Eric.Jamieson@ca.gt.com

with a copy to:

CASSELS BROCK & BLACKWELL LLP

Suite 2200, HSBC Building
885 West Georgia Street
Vancouver, BC V6C 3E8

Attention: John Birch/Forrest Finn

Email: jbirch@cassels.com / ffinn@cassels.com

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

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Schedule "C"

List of Counsel,

List of Counsel

[illegible]

Appendix 7



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

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

October 6, 2023

 **Grant Thornton**
Grant Thornton Limited,
Monitor

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

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Schedule A – Petitioners

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INTRODUCTION

1. On July 18, 2023, BRON Media Corp. and the petitioners listed in **Schedule “A”** of this report (collectively, “**BRON**” or the “**Petitioners**”) made an application (the “**CCAA Application**”) to commence proceedings (the “**CCAA Proceedings**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). The Monitor (as defined below) understands that on July 18, 2023, major secured creditors of BRON were served with the CCAA Application.
2. On July 19, 2023, the Honourable Mr. Justice Gomery of the Supreme Court of British Columbia (the “**Court**”) pronounced an order (the “**Initial Order**”), which, among other things,
 - a) granted the Petitioners an initial stay of proceedings up to and including July 29, 2023 (the “**Stay Period**”);
 - b) appointed Grant Thornton Limited as monitor of the Petitioners (in such capacity, the “**Monitor**”); and
 - c) ordered that, during the Stay Period, no Person shall: (i) commence a Proceeding or enforcement process; (ii) terminate repudiate, make any demand, accelerate, alter, amend, declare in default, exercise any options, rights or remedies; or (iii) discontinue, fail to honour, alter interfere with or cease to perform any obligation pursuant to or in respect of any agreement, lease, sublease, license or permit with respect to which any of the Non-Petitioner Entities listed in **Schedule “B”** of this Second Report are a party, borrower, principal obligor or guarantor except with the prior written consent of the Petitioners and the Monitor, or with leave of this Court.

3. On July 20, 2023, upon a motion made by the Petitioners, the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “**U.S. Court**”) pronounced an order which granted interim recognition of the Initial Order in the United States of America (the “**US**”).
4. On July 28, 2023, the Court pronounced, among other things:
 - a) an Order (the “**ARIO**”) amending and restating the Initial Order, including by extending the Stay Period up to and including October 18, 2023; and
 - b) an Order (the “**SISP Order**”) approving a sale and investment solicitation process (the “**SISP**”) and authorizing the Petitioners and the Monitor to conduct the SISP in respect of all of the assets, undertaking and business of the Petitioners and the Non-Petitioner Entities.
5. On August 15, 2023, the U.S. Court pronounced an Order recognizing the ARIO and the SISP Order.
6. On October 5, 2023, the Petitioners filed application materials (the “**Petitioners’ Application**”) accompanied by the third affidavit of Aaron Gilbert made October 4, 2023 requesting that this Court grant an Order approving, among other things, the following relief:
 - a) an extension of the Stay Period to November 8, 2023 (the “**Second Stay Extension**”); and
 - b) a declaration that, pursuant to subsection 5(5) of the Wage Earner Protection Program Act, S.C. 2005, c. 47, s. 1, [BRON Animation Inc., BRON Media Corp., BRON Studios Inc., Fables Productions BC Inc., Gossamer Productions BC Inc., and Robin Hood Digital PC BC Inc.] are each a “former employer” in accordance

with the criteria established by section 3.2 of the Wage Earner Protection Program Regulations, S.O.R./2008-222.

7. Further information about these CCAA Proceedings, including the Initial Order, the ARIO, the SISP Order, affidavits, reports of the Monitor, and all other Court-filed documents and notices can be found on the Monitor's case website (the "**Case Website**") at www.grantthornton.ca/BronMedia.

PURPOSE OF THIS SECOND REPORT

8. Since the commencement of these proceedings, the Monitor has previously filed one report in these CCAA Proceedings (the "**First Report**"). The Monitor also filed a Pre-Filing Report. Copies of these reports are found on the Case Website.
9. The purpose of this second report of the Monitor (the "**Second Report**") is to provide the Court with the following information:
 - a) an interim update on the SISP, including the Monitor's involvement in marketing efforts, administering the SISP and facilitating due diligence;
 - b) a comparison of the actual cash receipts and disbursements compared to the cash flow forecast as appended to the First Report (the "**Initial Cash Flow Forecast**");
 - c) an updated cash flow forecast for the period from October 19 to **November 8, 2023** (the "**Updated Cash Flow Forecast**") and comments in respect of same;
 - d) an update on other key matters pertaining to the CCAA Proceedings;
 - e) an update on certain deemed requests for information by various creditors pursuant to Section 31 of the ARIO; and

- f) the Monitor's recommendations with respect to the relief sought in the Petitioners' Application.

TERMS OF REFERENCE

10. In preparing this Second Report, the Monitor has relied upon the Petitioners' unaudited financial information, certain other financial information and financial projections of the Petitioners, and discussions with the Petitioners' management ("**Management**") (collectively, the "**Information**"). The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information relied upon to prepare this Second Report in a manner that would comply with Canadian Accounting Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook, and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the Information should perform its own diligence.
11. Some of the information used in preparing this Second Report consists of forward-looking information. The Monitor cautions that such forward looking information is based upon the Petitioners' assumptions about future events and conditions that are not ascertainable. The Petitioners' actual results with respect to the forward-looking information and the variations thereof could be significant. The Monitor expresses no opinion or other form of assurance on whether forward-looking information will be achieved.
12. During the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by the Petitioners and its Management, within the context in which such Information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that Management bring to its attention any

significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Second Report is based solely on the Information (financial or otherwise) made available to the Monitor by the Petitioners and its Management.

13. This Second Report has been prepared for the use of this Court and the Petitioners' stakeholders and to assist the Court in determining whether to grant the relief sought by the Petitioners. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose. The Monitor will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Second Report contrary to the provisions of this paragraph.
14. Unless otherwise stated or defined:
 - a) all monetary amounts contained herein are expressed in US Dollars;
 - b) all references to time are references to Pacific Time; and
 - c) capitalized terms not otherwise defined herein have the meaning given to them in the ARIO, the SISP Order, and the SISP Procedure.

SALE AND INVESTMENT SOLICITATION PROCESS

15. The SISP was developed in consultation with BRON for the purpose of generating interest in, and soliciting offers for, one or more or any combination of: (i) 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 (ii) a sale of all, or substantially all of one or more components of the Petitioners' assets and/or business operations of BRON as a going concern or otherwise.
16. The SISP was structured in such a way that interested parties may propose a transaction (a "**Transaction**") by way of:

- a) an offer to purchase BRON's assets pursuant to an asset purchase transaction (an "**Asset Bid**");
 - b) an offer for the restructuring of the debt, share or capital structure of BRON (a "**Restructuring Bid**"); or
 - c) some combination of an Asset Bid and a Restructuring Bid (together, a "**Bid**").
17. The SISP was also structured as a two-phase process, consisting of: (i) an LOI Process; and (ii) a Final Bid Process. Only those Potential Bidders who submitted non-binding Qualified LOIs by the LOI Submission Deadline were entitled to be admitted to the Final Bid Process to submit a Final Bid.
18. Below is a summary of the original key milestones of the SISP:

Key Deadlines	Per SISP Order
LOI Submission Deadline	August 28, 2023 5:00pm PST
Final Bid Submission Deadline	September 8, 2023 5:00pm PST
Review and Selection of Bids	As soon as practicable
Application to the Court for Approval Order(s)	As soon as practicable
Closing of the Transaction	No later than October 6, 2023

Initial Solicitation of Interest

19. Following the pronouncement of the SISP Order, the Monitor, in consultation with the Petitioners and the Interim Lender and in accordance with the SISP Procedure, prepared the following:
- a) advertisements of the SISP that were published in issues of:
 - i. the *Globe and Mail* (National Edition) on August 3, 2023;

- ii. the *Hollywood Reporter*, a leading American weekly print magazine which focuses on the Hollywood film, television, and entertainment industries, on August 9, 2023;
 - iii. the website of *Animation Magazine*, a leading American print magazine and website covering the animation industry, for one month commencing on August 11, 2023 in order to focus the SISP opportunity on BRON Digital and its digital animation assets; and
 - iv. the “Assets for Sale” section of the regular weekly email updates from *Insolvency Insider*, a go-to source for over 7,500¹ restructuring professionals in Canada on August 14, 21, and 28, 2023;
- b) a list of potential bidders (“**Known Potential Bidders**”) who may have an interest in a Transaction, completed on July 31, 2023 and continuously updated thereafter to include new interested parties;
 - c) a draft confidentiality and non-disclosure agreement (the “**CNDA**”); and
 - d) an initial offering summary in the form of an email notifying the Known Potential Bidders of the SISP and inviting the Known Potential Bidders to express their interest in making a SISP Bid. The following documents constitute the “**SISP Information Package**”, all of which were also made available on the Case Website:
 - i. a six-page marketing document providing an overview of BRON’s business, company highlights, the SISP timeline and participation requirements;
 - ii. the SISP Procedure;

¹ As noted on [Advertise | Insolvency Insider Canada](#)

- iii. the CNDA; and
 - iv. a draft letter acknowledging receipt of the SISP Procedure and agreeing to be bound by the terms of the SISP Procedure.
20. To identify Known Potential Bidders so that they could be invited to participate in the SISP, the Monitor:
- a) researched financial databases including S&P Capital IQ and IBIS World for potential strategic buyers in the industries in which BRON conducts its businesses and other similar industries, including media and entertainment, movies and entertainment, film production and distribution, television, broadcasting, cable and satellite, interactive home entertainment, entertainment software, digital animation, and gaming;
 - b) researched online and compiled a list of leading media and entertainment lawyers in Canada and the US because the Monitor believed that such lawyers might have clients who were interested in participating in the SISP;
 - c) contacted the entertainment practices of Grant Thornton LLP, an entity related to the Monitor, in the UK and US;
 - d) reviewed a list of parties who, prior to the commencement of the CCAA Proceedings, contacted the Petitioners or the Monitor and expressed interest in a potential acquisition of BRON's property and/or business;
 - e) obtained from BRON a list of further potential interested parties and a list of existing film and television buyers (both past and current); and
 - f) reviewed potential interested parties among BRON's creditors and other stakeholders.

21. On August 1, 2023, pursuant to the SISP Procedure, the Monitor distributed the SISP Information Package by email to an initial list of 225 Known Potential Bidders consisting of entities and individuals identified in the above-noted steps.
22. Some emails to Known Potential Bidders were returned to the Monitor as “undeliverable”. Following receipt of the return emails, the Monitor: (i) undertook additional research to obtain those parties’ updated email addresses; and (ii) sent the SISP Information Package to the updated email addresses.
23. Following the distribution of the SISP Information Package, the Monitor and BRON continued to work to identify potential interested parties and added to the list of Known Potential Bidders, including by: (i) communicating with additional parties that contacted the Monitor and/or BRON and expressed interest in the SISP; and (ii) conducting additional research.
24. As a result of these additional efforts, the Monitor sent the SISP Information Package to 115 further Known Potential Bidders.
25. As at the LOI Submission Deadline, the Monitor had sent the SISP Information Package to a total of 340 Known Potential Bidders.
26. The Monitor is of the view that the marketing and advertising efforts during the initial solicitation of interest phase were appropriate and sufficient to the extent practical, and the market has been fully canvassed with respect to each business component of the Petitioners.

Administering the Initial Phase of the SISP

27. Pursuant to the SISP Procedure, and in consultation with BRON, the Monitor
 - a) prepared a confidential information memorandum (the “**CIM**”) describing the SISP opportunity in greater detail;

- b) established a virtual data room (the “VDR”) containing confidential information pertaining to the Petitioners, their property, and their business, including the CIM, in order to facilitate due diligence by Potential Bidders. The VDR contained approximately 2,390 documents, including the CIM; and
 - c) consulted with BRON about what documents should be posted to the VDR, which, to date, has been a continual process.
- 28. Starting on August 1, 2023, a total of 38 Known Potential Bidders executed CNDAs and provided the Monitor with sufficient documentation to demonstrate, to the satisfaction of the Monitor, their financial capabilities and technical expertise to make a viable bid in the SISP. Accordingly, the Monitor deemed these 38 Known Potential Bidders to be “Potential Bidders”, allowed them to participate in the SISP, and granted them access to the VDR. Twenty Potential Bidders were given access to the VDR between August 7 and August 17, while 18 Potential Bidders were invited to the VDR between August 18 and August 31 (all dates inclusive). Thereafter, the Potential Bidders actively reviewed or downloaded the documents contained in the VDR and subsequently asked questions and/or requested calls with the Monitor and BRON.
- 29. The LOI Submission Deadline was initially set at 5:00 p.m. on August 25, 2023. However, on August 25, 2023, the Monitor and the Petitioners, with the consent of the Interim Lender, extended this deadline by one week to September 1, 2023, because:
 - a) many Potential Bidders did not submit the CNDAs on a timely basis and were granted late access to the VDR; and
 - b) after the VDR became available, the Monitor and BRON continued to assemble pertinent due diligence information requested by the Potential Bidders and place such information in the VDR.

30. The Monitor believed that a one-week extension would favourably enhance the likelihood of a successful SISP, resulting in potentially greater realization value which would benefit the creditors and the Petitioners' other stakeholders. The Final Bid Submission Deadline was similarly extended by one week from September 8, 2023, to September 15, 2023.

Protective Steps to Enhance Integrity and Efficacy of the SISP

31. The Monitor formed a committee (the "**SISP Committee**") to oversee the progress of the SISP. The SISP Committee consisted of Aaron Gilbert (Chief Executive Officer of BRON) and Steven Thibault (Chief Operating Officer of BRON), and BRON's advisor, Adam Davids (who was formerly in-house legal counsel at BRON) and representatives from the Monitor.
32. To further protect the integrity of the SISP, the Monitor told Management at the outset about
- a) its responsibility to assist with the SISP and work toward a successful outcome;
 - b) the need to maintain the confidentiality within the SISP, including the identity of Potential Bidders and the terms of LOIs and bids; and
 - c) the need to respect the SISP procedures, including not contacting interested parties that had not followed the SISP rules and not entering into any "side deals".
33. Management acknowledged its understanding of, and full commitment to comply with, these rules.
34. Immediately prior to the commencement of the SISP, BRON's Chief Financial Officer, Dave Whitney (the "**Conflicted Member**"), informed the Monitor that he was likely to participate in the SISP and become a Potential Bidder. As a result, the Monitor took the following additional protective steps to ensure fairness of the SISP:

- a) The Conflicted Member's involvement in answering questions for the Q&A Tracker (defined below) was limited to areas where the Conflicted Member had specific valuable knowledge of BRON and industry expertise. The Monitor first had to be satisfied that the Conflicted Member's input was necessary, and it monitored such involvement; and
 - b) The Conflicted Member was barred from attending any meetings with the Monitor or Management that involved discussion of the SISP (including LOIs or bids).
35. In addition, the Conflicted Member committed to the Monitor in writing that, among other things,
- a) he would assist BRON with the SISP Procedure in good faith;
 - b) where he was permitted to provide information, he would provide all appropriate information to other bidders in the SISP, including the information that those bidders may reasonably require in order to consider making a bid and determining the terms of a bid;
 - c) he would not discourage, whether directly or indirectly, any other bidder from making a bid, and he would not influence the amount or terms of any bid;
 - d) he would not take any step that could reasonably be seen as advantaging his bid over other bids for the same assets (including *en bloc* bids that include those assets);
 - e) he would not receive or review any LOIs or other bids unless the Monitor consented (which consent the Monitor never provided); and
 - f) if he was approached to participate in any other bidder's bid or if such other bidder might provide benefits to him (such as employment in the future), he was required to immediately disclose such circumstances to the Monitor in writing.

36. BRON and the Monitor also recognized from the start of these CCAA Proceedings that involvement of the Interim Lender as a Potential Bidder could raise concerns about fairness and the integrity of the SISP. Accordingly, the following protective measure was included in paragraph 36 of the SISP Procedure, which was approved by the Court in the SISP Order:

Notwithstanding any other provision of the SISP, the [Interim] Lender shall not be entitled to: (i) receive copies of any LOIs received by the LOI Deadline in the event the [Interim] 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 the [Interim] Lender elects to submit a Final Bid.

37. The Monitor reviewed this provision with the Interim Lender, and the Interim Lender acknowledged its understanding and acceptance of it.
38. No evidence has come to the Monitor's attention to suggest any breach of the foregoing protocols has occurred, and the Monitor is satisfied with the manner in which the SISP was executed, particularly considering the precautions imposed.

Outcome of the LOI Process

39. By the Revised LOI Submission Deadline, the Monitor received a total of 11 LOIs. The Monitor carefully reviewed all LOIs and, in consultation with BRON, the Monitor deemed that all 11 LOIs met the criteria to be considered Qualified LOIs and the Monitor accepted all 11 Qualified Bidders (whose status changed from "**Potential Bidders**" to "**Qualified Bidders**") into the Final Bid Process.
40. As a result of the protective measures implemented by the Monitor to ensure the integrity of the SISP, neither the Conflicted Member nor the Interim Lender was provided an opportunity to review the LOIs or receive any information regarding the LOIs. Both the Conflicted Member and the Interim Lender had submitted an LOI and were thus

disqualified from receiving or reviewing information about other LOIs or the identity of Qualified Bidders.

41. On September 5, 2023, four days after the Revised LOI Submission Deadline, the Monitor received one additional LOI. The Monitor advised the party that it could not accept the LOI because it was submitted after the Revised LOI Submission Deadline. As of the date of this Second Report, the Monitor has not received further correspondence from this party.
42. On September 11, 2023, another party contacted the Monitor to ask whether it could submit an LOI at that stage. On that same day, the Monitor advised the party that, pursuant to the SISP Procedure, it was too late to submit an LOI.

Final Bid Process

43. On September 5, 2023, the Monitor gave notice to those Potential Bidders that submitted LOIs that the Monitor determined were Qualified LOIs that they were deemed to be Qualified Bidders and could participate in the Final Bid Process phase of the SISP.
44. Following this notice, Qualified Bidders continued with their due diligence, including by asking further questions and attending videoconferences with Management and the Monitor.
45. The Monitor received eight Final Bids by the revised Final Bid Submission Deadline. The Monitor carefully reviewed all of the Final Bids and undertook the following, in conjunction with the Petitioners:
 - a) conducted an analysis of each Qualified Asset Bid or Qualified Restructuring Bid (collectively, the “**Qualified Bids**” or individually, a “**Qualified Bid**”) in order to ensure conformity with the SISP Procedure relating to the specific requirements of a Qualified Bid;

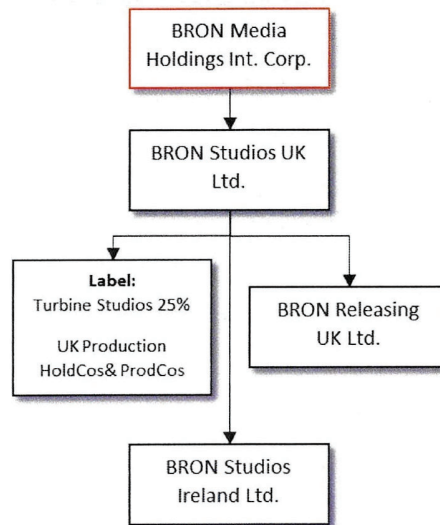
- b) reviewed in detail, in conjunction with the Monitor's counsel and the Petitioners' counsel, the purchase agreements related to each of the Qualified Bids received;
 - c) created a summary analysis, shared with Management and BRON's counsel, detailing specifics of each of the Qualified Bids, particularly relating to assets where multiple Qualified Bids included offers on the same assets of BRON (the **"Overlap Assets"**);
 - d) engaged with counsel to certain Qualified Bidders to request further clarification regarding certain elements of their Final Bids, including as they pertain to the Overlap Assets; and
 - e) sent a follow-up email to certain Qualified Bidders to offer an opportunity to reconsider the amount of their bids and, if they deem it advisable, to amend their bids to increase the purchase price offered.
46. Given the extensions to the LOI Submission Deadline and the Final Bid Submission Deadline, the original Final Agreement Deadline of September 22, 2023, fell only one week after the Final Bid Submission Deadline. Given the time needed to review the Final Bids and determine whether they were Qualified Final Bids, to obtain clarification about the terms of some of the Final Bids, and to comment on the draft purchase agreements corresponding to each Winning Bid, the Monitor and the Petitioners, with the consent of the Interim Lender, initially extended the Final Agreement Deadline from September 22 to September 29, 2023, then implemented a further extension until 5 pm PT on Friday, October 6, 2023, and then implemented a further extension until 5 pm PT on Friday, October 13, 2023.
47. The Monitor and the Petitioners continue to work with Qualified Bidders to prepare definitive agreements.

48. The Petitioners intends to give full notice to stakeholders and creditors of any application for approval of one more transactions resulting from the SISP (the “**Approval Application**”). The Monitor shares this view. Because of the extension of the Final Agreement Deadline to October 13, 2023, the Petitioners will not be able to prepare and serve court materials in time to have the Approval Application heard by the Court on or before the expiry of the current stay of proceedings on October 18, 2023.
49. Accordingly, the Petitioners are seeking the extension of the stay, for a further three weeks, to November 8, 2023. The Monitor understands that the Approval Application will be scheduled for a hearing on or before November 8. Because no definitive agreements have yet been entered into, the Monitor is not reporting on the number or terms of any Winning Bids at this stage. The Monitor will report on these matters in a subsequent report filed in relation to the Approval Application.

UPDATE ON KEY MATTERS PERTAINING TO THE CCAA PROCEEDINGS

UK Proceedings and the Payment of Pre-Filing VAT

50. BRON has operations and subsidiaries in Canada, the US and the UK. The portion of the BRON corporate chart that includes BRON UK (as defined below) is as follows:



51. At the time of the commencement of these CCAA Proceedings, BRON's priority was to stabilize its operations and the financial stress being experienced in Canada and the US. Accordingly, BRON's UK companies (collectively, "**BRON UK**") were not, and have not been, included as Petitioners.
52. All of the corporations constituting BRON UK are already non-Petitioners within the CCAA Proceeding but are not parties to the CCAA Proceeding and only benefit from a limited-scope stay.
53. The Monitor now understands that BRON is considering strategic options and alternatives for BRON UK such as a formal administration under UK law.

The CAMAs, Guilds and the Union of British Columbia Performers Claims for Priority

54. Many of BRON's productions are subject to collection account management agreements ("**CAMAs**"), which establish payment mechanisms for the proceeds received from the production. Typically, these CAMAs were agreed to by, among others,
 - a) a Petitioner that is the production company;
 - b) a sales agent;

- c) a main secured lender to the production;
- d) other production financiers;
- e) the guilds or unions whose members were involved with the production (the "Guilds");
- f) producers;
- g) actors holding a participation interest;
- h) holders of a carried interest; and
- i) a third-party (known as the "**Custodian**") that receives the proceeds of the production at first instance.

55. The CAMAs provide that the proceeds from the production are to be paid directly to the Custodian who then distributes the proceeds to the parties to the CAMA in accordance with the contractual priorities set out therein. However, the underlying entitlements of CAMA creditors are not found in the CAMAs. Rather, CAMA creditors enter into their own, separate agreements with the production company ("**Underlying Agreement**") such as a loan and security agreement (in the case of a main secured lender) or a sales representation agreement (in the case of a party assisting with distribution).
56. A number of parties to these Underlying Agreements have contacted the Monitor to assert their rights under same and have requested assurances that their entitlements will be respected as part of the SISP. A number of such parties have also taken the position that the priority charges previously approved by the Court on July 19 and 28, 2023 (including the Administration Charge and Interim Lender's Charge) do not attach to the proceeds due to them pursuant to the Underlying Agreements and the CAMAs. Alternatively, those parties have advised the Monitor that they may bring an application for an order that these

priority charges do not attach to the proceeds due to them pursuant to the Underlying Agreements and the CAMAs.

57. This issue was of immediate relevance to the SISP because, on many productions, the Guild has an existing priority entitlement to payment, which amounts are then distributed to the relevant artists. Similarly, a number of secured lenders take the position that they are entitled to payment.
58. During the SISP to date, the Monitor has taken the position that these obligations would need to be addressed as part of any Qualified Bid, such as, for example, by agreeing to respect the entitlement of the Guilds or, in the case of senior secured creditors, paying out such obligations with cash or obtaining the consent of such creditors to assume the existing obligation.
59. Depending on the terms of the definitive agreements that the Petitioners will enter into with the Winning Bidder(s), there may not be any dispute about payment pursuant to the CAMAs and the Underlying Agreements.
60. The Monitor will report further on this issue for purposes of the Approval Application.

CASH FLOW UPDATE

61. On July 18, 2023, BRON and the Interim Lender executed the DIP Term Sheet (a copy of which is attached as Exhibit "T" to the first affidavit of Aaron Gilbert sworn July 18, 2023). Key features of the DIP Term Sheet include:
 - a) a maximum principal borrowing amount of \$6,200,000;
 - b) interest at the rate of 15% *per annum* payable monthly in arrears on the last business day of each calendar month; and

- c) security consisting of the Interim Lender's Charge over all present and after-acquired property, assets and undertakings of the Petitioners.
- 62. The Monitor monitored on a weekly basis the actual cash flows of BRON relative to the Initial Cash Flow Forecast. This process included weekly calls with BRON's Chief Financial Officer to discuss its various queries relating to the actual cash flow each week, in comparison to the Initial Cash Flow Forecast, as well as the future expected cash flows provided to the Monitor.
- 63. The Monitor also attended weekly standing calls with the Interim Lender to provide ongoing reporting of the Petitioners' actual cash flows and reviewed the Petitioners' drawdown certificate requests and provided the Interim Lender with its view with respect to supporting each of the requests. In certain instances, the Monitor posed questions to BRON regarding various line items in the weekly cash flows to clarify such items to better evaluate the support provided by the Petitioners in their drawdown certificate requests.
- 64. BRON, with the assistance of the Monitor, has prepared the three cash flow forecasts as follows, attached hereto as **Appendix "A"**:
 - a) The 13-week cash flow forecast for the period of July 18, 2023 to October 18, 2023 dated July 18, 2023 (the "**Original Cash Flow Forecast**"), included in the Monitor's pre-filing report dated July 18, 2023;
 - b) An updated cash flow forecast for the period of July 18, 2023 to October 18, 2023, including actuals to October 4, 2023 (week 11) and revised forecasts for weeks 12 and 13 (the "**Updated Original Cash Flow Forecast**"); and
 - c) An updated cash flow forecast covering the three-week period from October 19, 2023 to November 8, 2023 (Weeks 14-16) (the "**Updated Cash Flow Forecast**") being the period relating to the requested stay extension.

65. Later in this report, the purpose of the Updated Original Cash Flow Forecast and Updated Cash Flow Forecast are discussed. The following paragraphs provide background information regarding employees which is relevant to the detailed description relating to the Updated Original Cash Flow Forecast and Updated Cash Flow Forecast as discussed further below.
66. The majority of BRON's remaining employees, except for one employee deemed critical and to be retained as an employee and not as a contractor (as defined below) (the "**retained employee**"), will be terminated on October 6, 2023 (the "**terminated employees**").
67. The Interim Lender, in consultation with Management, has preliminarily agreed to have certain terminated employees be retained as contractors (the "**Contractors**") to assist BRON with the transfer of assets from BRON to ultimate purchasers within the SISP process and such monitoring and other reporting as may be required.
68. Given the terminated employees receive no pay in lieu of their notice periods, the Monitor will be undertaking the administration of the WEPP. This will be coordinated in conjunction with one of the contractors, specifically the payroll manager.
69. The purpose of the Updated Original Cash Flow Forecast is to incorporate, amongst other things:
- a) Indicate the actual results to week 11;
 - b) Indicate revised forecasts for weeks 12 and 13, including the following:
 - c) adjustments relating to a transition period whereby BRON will retain agreed to hire the Contractors, who have been deemed critical for the transfer of assets from BRON following the finalization of the definitive agreements; and

- d) the extension of the SISP given the revisions made to the timeline as originally set out in the SISP Procedure, including extensions of the LOI Submission deadline, the Final Bid Submission Deadline, and the ongoing finalization of definitive agreements deadline.
70. Presently, the Updated Cash Flow Forecast is based on a “Wednesday-to-Wednesday” weekly forecast, so weekly reporting also occurred on a Wednesday-to-Wednesday basis. This reporting structure created reporting inefficiencies as numerous payments, including payroll, occurs on Friday. On October 6, 2023, following a discussion between the Monitor and Management, Monitor agreed to the Petitioner’s request to change the weekly cash flow reporting from being on a Wednesday to Wednesday basis to a Friday to Friday weekly reporting. No material impact to the cash flow forecast is expected from this change in reporting, and the next cash flow forecast filed with the Court will reflect this change in reporting structure.
71. The purpose of the Updated Cash Flow Forecast is to incorporate, amongst other things:
- a) the extension of the SISP given the revisions made to the timeline as originally set out in the SISP Procedure, including extensions of the LOI Submission deadline, the Final Bid Submission Deadline, and ongoing finalization of definitive agreements deadline;
 - b) adjustments relating to a transition period whereby the Interim Lender has agreed to the hiring of the Contractors, who have been deemed critical for the transfer of assets from BRON following the finalization of the definitive agreements;
 - c) adjustments to operating expenses including, amongst other things, additional rent payments that will be required given certain physical assets of BRON being located within BRON’s Burnaby office; and

- d) adjustments to professional fees relating to the requests, from various creditors, that the Monitor undertake a review (the “**Review**”) relating to reviewing the books and records of certain BRON entities to trace the proceeds BRON received on certain films and the flow of those proceeds.

72. The table below summarizes BRON's cumulative actual cash flow for the period from the commencement of the CCAA Proceedings to October 4, 2023, relative to the Initial Cash Flow Forecast:

\$000s	Actual	Initial Cash Flow Statement	Variance
<u>Receipts</u>	\$0	\$0	\$0
<u>Disbursements</u>			
Operating Disbursements			
Payroll Expense	\$(2,332,905)	\$(2,515,137)	\$182,231
Other Operating Disbursements	\$(386,355)	\$(546,958)	\$160,604
Non-operating Disbursements			
CCAA Professional Fees	\$(1,908,929)	\$(2,260,751)	\$351,822
Net Cash Flow	\$(4,628,189)	\$(5,322,846)	\$694,657

73. The Monitor's understanding of the key variances in actual cash receipts and disbursements as compared to the Initial Cash Flow Forecast are as follows:

- a) Payroll Expense: A favourable variance of approximately \$182,000 was due to the following factors:
- i. *Weekly Payroll Timing*: The weekly cash flow reporting deadline of Wednesday, as compared to payroll being processed and paid to employees on Fridays has caused a discrepancy between reported actual amounts and the Initial Cash Flow Forecast amounts. There is a timing difference due to when payroll accounts are funded and when employees are paid.

- ii. *Employees' Notice Period Payments:* Based on advice from their Canadian and US legal counsel following the commencement of the CCAA Proceedings, BRON was made aware that certain employees' notice period payments in the amount of approximately \$158,000 were no longer required to be paid.
- b) Other Operating Disbursements: A favourable variance of approximately \$161,000 resulted from efforts to reduce expenses where possible, such as by cancelling certain software related subscriptions. However, these savings were offset by rent for the months of July, August, and September being paid sooner; and
- c) CCAA Professional Fees: A favourable variance of \$352,000 due to the following:
 - i. *Timing of Billing:* The Monitor and the Monitor's Counsel typically generate invoices and send them to BRON towards the beginning of the week, while they are only paid at the end of the week given the Wednesday 5:00 p.m. cash flow reporting deadline; and
 - ii. *Budgeted Amounts:* BRON's legal counsel fees have been lower than the amounts estimated in the Initial Cash Flow Forecast, partially offset by the following actual (invoiced) professional fees which are higher than budgeted amounts: Monitor fees (\$776,000), Monitor's Canadian counsel fees (\$498,000), Monitor's US counsel fees and US Filing Fees (\$263,000).

74. As of the date of this Second Report, the Interim Lender has advanced \$4,859,702 of the current DIP Facility of \$6,200,000. The October 4, 2023 updated projections provided by BRON to the Monitor estimate that BRON will require an additional funding \$848,307 prior

to the expiry of the Stay Period. At such time, the total advances under the current DIP Facility are forecasted to be USD\$6,200,000. BRON has on hand receipts of approximately \$639,000 (resulting from certain film revenue) in the amount which are projected to be utilized for disbursements in week 12 and 13.

75. Section 9 of the DIP Term Sheet indicates draws after the third DIP advance shall be funded by the Interim Lender to a segregated trust account established by the Monitor, who would then fund BRON. During the week of September 25, 2023, the Monitor requested (in accordance with section 9) that DIP advances be paid directly to the Monitor in trust, so that the Monitor could pay professional fees and remit the balance to BRON.
76. As mentioned in the First Report, the Initial Cash Flow Forecast contemplated paying 10 key employees a KERP totaling \$234,425 (the "**KERP**"). Management subsequently considered other individuals who should be entitled to the KERP and expanded the list from 10 employees to 13 employees, while maintaining the same amount of the total KERP of \$234,425. Three "C-Level" employees were provided entitlement as they were considered key to the CCAA Proceedings. The Monitor notes that the CEO is not entitled to a KERP. Payment of the KERP was changed in the Initial Cash Flow Forecast from the entire KERP being paid out in week 13 to a three-installment basis over the course of the 13-weeks depending on the role of an employee. As at the date of this Second Report, BRON has paid approximately \$180,000 in KERP payments.
77. Notwithstanding the variances as noted above, the Monitor is of the view that BRON continues to be operating within the parameters of the Initial Cash Flow Forecast.
78. Further, the Monitor will be required to continue its duties pursuant to the ARIO with regarding to Monitoring certain financial and operational activities of the business as well as undertake action relating to the preparation of court reports regarding upcoming court hearings, specifically, but not limited to, the SISP approval hearing.

STAKEHOLDER INQUIRIES

79. On October 3, 2023, the Monitor received a letter from certain parties (the “**Investors’ Counsel Letter**”) requesting the Monitor review the Petitioners’ books and records and certain of the Petitioners’ transactions prior to the commencement of these CCAA Proceedings. Such parties requested the Monitor include a copy of the Investors’ Counsel Letter in the Monitor’s Report. A copy of the Investors’ Counsel Letter is attached hereto as **Appendix “B”**.
80. The Monitor and Petitioners continue to receive and respond to other inquiries from stakeholders regarding, among other things, the status of the CCAA and SISF process, matters related to the litigation proceedings in which certain of the Petitioners are involved, and inquiries from creditors and contractual counterparties to productions and other operations of the Petitioners. The Monitor, in consultation with relevant parties, will review and respond to stakeholder inquiries in due course and within the scope of the Monitor’s mandate and pursuant to the powers granted to the Monitor under the CCAA.

CONCLUSION

81. Since the date of the First Report, the Monitor is of the opinion that the Petitioners have acted and continued to act in good faith and with due diligence in respect of exploring various options which would enable them to restructure their business and operations, including by way of one or more Court-approved sale transactions.
82. As at the date of this Second Report, nothing has come to the attention of Monitor that would require the Monitor to report that a material adverse change has occurred or that these CCAA Proceedings should be changed to proceedings under the *Bankruptcy and Insolvency Act*, pursuant to sections 23(1)(d)(i) and 23(1)(h) of the CCAA, respectively.

83. For the reasons set out in this Second Report, the Monitor is of the view that the relief requested by the Petitioners is reasonable and respectfully recommends that this Court approve the requested relief in the Petitioners' Notice of Application dated October 5, 2023.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 6th day of October 2023.

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

Per:



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

Schedule "A"
List of Petitioners

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

26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Gossamer Holdings USA, LLC
29. Gossamer Productions USA Inc.
30. Harry Heft Productions, Inc.
31. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
32. I Am Pink Productions, LLC
33. Lucite Desk, LLC
34. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
35. National Anthem ProdCo Inc.
36. Oakland Pictures Holdings, LLC
37. Pathway Productions, LLC
38. Robin Hood Digital PC USA Inc.
39. Robin Hood Digital USA, LLC
40. Solitary Holdings USA, LLC
41. Surrounded Holdings USA, LLC
42. Welcome to Me, LLC

Schedule "B"
Non-Petitioner Entities

1. BRON Studios UK Ltd.
2. BRON Releasing UK Ltd.
3. CMA Productions UK Ltd.
4. In Good Company Holdings Ltd.
5. Kid Unknown Holdings Ltd. (formerly known as Hunaman Holdings Ltd.)
6. Neon Club Productions, Ltd.
7. Shadowplay Series Holdings UK Limited
8. TDBB Holdings UK Ltd.
9. Townsend Series Holdings UK Ltd.
10. Townsend Series Productions UK Ltd. (Grey Door Film Productions Ltd.)
11. Front Runner Productions Inc.
12. BRON Creative MG1, LLC
13. BRON Creative WB 1, LLC
14. BRON Labs LLC
15. A Single Shot Movie, LLP
16. Blackhand Developments Inc.
17. Blackhand Pictures, LLC
18. BRON Next Film Production, LLC (BRON Life, LLC)
19. BRON Pictures Holdings, LLC
20. BRON Subnation Slate 1, LLC
21. Rideg Film Holdings, LLC
22. Brown Amy, LLC
23. Driftless Area, LLC
24. Drunk Parents Production Services Inc.

25. Erostratus LA, LLC
26. Erostratus, LLC
27. Fonzo Production Services Inc.
28. Fonzo, LLC
29. Front Runner, LLC
30. Green Moon Inc.

Appendix 8

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

OCT 12 2023

SUPREME COURT
OF BRITISH COLUMBIA
ENTERED

SEAL
VANCOUVER
REGISTRY



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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
) October 11, 2023
JUSTICE GOMERY)

THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 11th day of October, (the "**Order Date**"); AND ON HEARING Asim Iqbal, counsel for the Petitioners and those other counsel listed on **Schedule "B"** hereto; AND UPON READING the material filed, including the Third Affidavit of Aaron Gilbert sworn October 4th, 2023 (the "**Third Gilbert Affidavit**"), and the Second Report of Grant Thornton Limited in its capacity as the Monitor (in such capacity, the "**Monitor**"), dated October 6, 2023;

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:

SERVICE AND DEFINITIONS

1. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Initial Order of Justice Gomery made on July 19, 2023, as amended by the Order of Justice Gomery dated July 28th, 2023 (the “**Initial Order**”).

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

STAY OF PROCEEDINGS

3. The stay of proceedings granted pursuant to the Initial Order is hereby extended up to and including November 8, 2023.

WEPPA

4. Pursuant to section 5(5) of the *Wage Earner Protection Program Act (Canada)*, SC 2005, c 47, s1 (“**WEPPA**”), BRON Animation Inc., BRON Media Corp., BRON Studios Inc., Fables Productions BC Inc., Gossamer Productions BC Inc. and Robin Hood Digital PC BC Inc. and each of their former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 and are individuals to whom the WEPPA applies as of the date this Order.

SALE AND INVESTMENT SOLICITATION PROCESS

5. A hearing for an application for orders, *inter alia*, approving the transactions contemplated by any definitive agreements (the “APAs”) entered into pursuant to the Sale and Investment Solicitation Process Order (the “SISP”) made on July 28, 2023 in this matter, is hereby set for one day on November 7, 2023 before Mr. Justice Gomery (the “**Sale Approval Hearing**”).

6. The parties will exchange materials for the Sale Approval Hearing in accordance with the following schedule:

Date	Step
Within 2 business days of execution of APAs, but no later than October 20, 2023 (“ Notice Date ”). The Notice Date may be extended to no later than October 24, 2023 with the consent of the Monitor and notice to all parties on the Service List.	Petitioners provide sale approval application materials
2 business days after the Notice Date	Monitor to provide report pertaining to Sale Approval Hearing
6 business days after the Notice Date	Respondents deliver any responses to sale approval application and any cross-applications
By November 2, 2023	Petitioners provide any reply materials on sale approval application; delivery of responses to any cross-applications
By November 3, 2023	Respondents provide any reply materials on cross-applications; Monitor to provide any supplemental report
November 3, 2023	Petitioners to file Application Record for sale approval application and any cross-applications

GENERAL

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

8. 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, the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

9. Each of the Foreign Representative, the Petitioners and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

10. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

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

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



Signature of Bryan Hicks
☐ Party ☒ Lawyer for the Petitioners

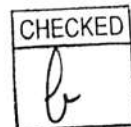
for 

Asim Iqbal

BY THE COURT



REGISTRAR



Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.
DATED: OCT 12 2023



Authorized Signing Officer
DRINA READ

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 I, 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

List of Counsel

NAME	PARTY
Asim Iqbal, Miller Thomson LLP	Counsel for Petitioners
Bryan Hicks, Miller Thomson LLP	Counsel for Petitioners
Monica Faheim, Miller Thomson LLP	Counsel for Petitioners
John N. Birch, Cassels Brock & Blackwell LLP	Counsel for the Monitor
Forrest Finn, Cassels Brock & Blackwell LLP	Counsel to the Monitor
Kathryn Esaw, Osler, Hoskin & Harcourt LLP	Counsel for the Screen Actors Guild American Federation of Television and Radio Artists
David Ahdoot, Bush Gottlieb	U.S. Counsel to Screen Actors Guild American Federation of Television and Radio Artists
Peter Bychawski, Blakes, Cassels & Graydon LLP	Counsel for Access Road Capital, LLC
Claire Hildebrand, Blakes, Cassels & Graydon LLP	Counsel for Three Point Capital Holdings, LLC
Laurie Graham, Orr Taylor LLP	Counsel for certain investors in Creative Wealth Media
Joshua Foster, Bennett Jones LLP	Canadian Counsel to Creative Wealth Media Lending LP 2016
Michael Selenes, Bennett Jones LLP	Canadian Counsel to Creative Wealth Media Lending LP 2016
David Gruber, Bennett Jones LLP	Canadian Counsel to Creative Wealth Media Lending LP 2016
Tevia Jeffries, Farris LLP	Counsel for Hercules Film Investors 1 (US), Inc.
Philip Cho, Weirfoulds LLP	Counsel for Premium Properties Limited
Jordan Schultz, Dentons Canada LLP	Canadian Counsel to Comerica Bank

Appendix 9

ASSET PURCHASE AGREEMENT

This Agreement is made as of the 24th day of October, 2023 (the “**Effective Date**”)

AMONG:

BRON MEDIA CORP., a corporation incorporated pursuant to the laws of British Columbia (“**BRON Media**”)

– and –

THE ENTITIES LISTED IN SCHEDULE “A”, ATTACHED HERETO (collectively with BRON Media, the “**Vendors**”)

– and –

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**, a limited partnership formed under the laws of the Province of Ontario (the “**Purchaser**”)

WHEREAS:

A. Pursuant to the Order of the Honourable Justice Gomery of the Supreme Court of British Columbia (the “**Court**”) issued July 19, 2023 (as amended on July 28, 2023, and as may be further amended or amended and restated from time to time, the “**Initial Order**”), the Vendors were granted, among other things, relief under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”), and Grant Thornton Limited was appointed as Monitor of the Vendors (in such capacity, the “**Monitor**”).

B. In connection with the proceedings initiated by the Initial Order (the “**CCAA Proceedings**”), on July 28, 2023, the Vendors sought and obtained an order of the Court approving, among other things, a sale and investment solicitation process (the “**SISP**”), to be conducted by the Vendors, with the assistance of the Monitor, intended to solicit interest in, and opportunities for, one or more or any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the Vendors as a going concern; or (ii) a sale of all, substantially all or one or more components of the Vendors’ assets and/or business, as a going concern or otherwise.

C. In accordance with the terms of the SISP, the Purchaser has submitted an offer to purchase the Purchased Assets (as defined herein) from the Vendors.

D. The Vendors wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendors, the Purchased Assets, subject to, and in accordance with, the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the “**Parties**”, and each, a “**Party**”) hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

“Accounts Receivable” means all accounts receivable, notes receivable and other debts due or accruing due to the Vendors.

“Administration Charge” has the meaning set out in the Initial Order.

“Affiliate” has the meaning given to the term “affiliate” in the *Business Corporations Act*, SBC 2002, c 57.

“Agreement” means this asset purchase agreement, including any schedules or exhibits appended to this asset purchase agreement, in each case as may be supplemented, amended or amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor.

“Applicable Law” means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code, directive, decree or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

“Approval and Vesting Order” means an order of the Court in the form attached hereto as Schedule “D”, and otherwise satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, among other things, approving and authorizing this Agreement and the Transaction and vesting in the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) all of the Purchased Assets.

“Assignment and Assumption Agreement” means an assignment and assumption agreement evidencing the assignment to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Vendors’ interest in, to and under the Assumed Contracts and the assumption by the Purchaser of all of the Assumed Liabilities, in form and substance satisfactory to the Parties, acting reasonably.

“Assignment Order” means an order of the Court pursuant to section 11.3 of the CCAA in the form attached hereto as Schedule “E”, and otherwise satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, assigning to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) the rights and obligations of the Vendors under the Assumed Contracts for which a consent, approval or waiver necessary for the assignment of such Assumed Contracts has not been obtained, and which will include, if necessary, a mechanism for the resolution of any disputed Cure Costs.

“Assumed Contracts” means the Contracts listed in Schedule “B” (including as such Assumed Contracts may be amended, restated, supplemented or otherwise modified from time to time).

“Assumed Liabilities” has the meaning set out in Section 2.3.

“Authorization” means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

“Books and Records” means all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including tax and accounting books and records, used or intended for use by, and in the possession of the Vendors or any of their respective Affiliates in connection with the ownership, operation, production and/or exploitation of the Purchased Assets, including information, documents and records relating to the Assumed Contracts, the Assumed Liabilities, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production accounting statements and records, pitch materials, ultimates calculations, sales estimates, tax rebate and credit calculations, distribution proceeds, audits respecting distribution, participation statements for third parties and participation statements in favor of the Vendors, take and sales prices, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, emails (subject in all respects to Section 9.2(b)), data and information stored electronically, digitally or on computer-related media, excluding the minute books and corporate records. For greater certainty, Books and Records shall not include: (i) information subject to privilege of one or more of the Vendors; or (ii) information in respect of which its disclosure would violate any confidentiality obligations to which the Vendors are bound as at the Closing Time or Applicable Law.

“Borrowers” has the meaning set out in the DIP Loan Agreement.

“BRON Media” has the meaning set out in the preamble hereto.

“BRON Media Debt” means all indebtedness of BRON Media owing to the Purchaser as of the Closing Date pursuant to the Revolving Loan Agreement dated August 8, 2017, as amended pursuant to amending agreements dated October 5, 2017, May 21, 2018, November 19, 2019 and August 7, 2020.

“Business” means the business conducted by the Vendors, being digital animation, gaming and live-action production.

“Business Day” means a day on which banks are open for business in Vancouver, British Columbia, but does not include a Saturday, Sunday or statutory holiday in the Province of British Columbia.

“Cash Payment” has the meaning set out in Section 3.1(g).

“CCAA” has the meaning set out in the recitals hereto.

“CCAA Charge Amount” means the aggregate amount sufficient to satisfy the amounts allocated to the Vendors as of the Closing Date, if any, under the Administration Charge, the KERP Charge and the Directors’ Charge.

“CCAA Proceedings” has the meaning set out in the recitals hereto.

“Chapter 15 Proceedings” has the meaning set out in the DIP Loan Agreement.

“Charges” has the meaning set out in the Initial Order.

“Claims” means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment or reassessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person, complaints, grievance, petition, application, charge, investigation, indictment, prosecution, judgement, debt, liability, damage, or loss, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, known or unknown, disputed or undisputed, contractual, legal or equitable.

“Closing” means the closing and consummation of the Transaction.

“Closing Date” means the date that is two (2) Business Days after the date upon which the conditions set forth in Article 7 have been satisfied or waived, other than any conditions set forth in Article 7 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Vendors and the Purchaser in writing, each acting reasonably); provided that the Closing Date shall be no later than the Outside Date.

“Closing Time” means 12:01 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

“Consent Required Contract” has the meaning set out in Section 2.2.

“Contracts” means all pending and executory contracts, agreements, deeds, leases, understandings and arrangements (whether oral or written) to which any Vendor is a party or by which such entity is bound or in which such entity has, or will at Closing have, any rights or by which any of its property or assets are or may be affected.

“Court” has the meaning set out in the recitals hereto.

“Credit Bid Amount” means the aggregate amount of the Interim Lender Debt, BRON Media Debt, Robin Hood Debt, Solitary Debt, and Surrounded Debt.

“Cure Costs” means, in respect of a Consent Required Contract, all amounts, costs, fees and expenses required to be paid: (i) to remedy all of the Vendors’ monetary defaults in relation to such Assumed Contract, other than those arising by reason only of the Vendors’ bankruptcy, insolvency or failure to perform a non-monetary obligation; (ii) to secure a counterparty’s or any other necessary Person’s consent to the assignment of such Consent Required Contract; or (iii) pursuant to the Approval and Vesting Order or the Assignment Order, as applicable, and which for greater certainty, may be an amount agreed to by the Purchaser and the counterparty to such Consent Required Contract.

“DIP Loan Agreement” means the DIP Loan Agreement dated July 18, 2023 between the Borrowers and the Purchaser, as amended by the Amendment No. 1 to the DIP Loan Agreement dated October 17, 2023, and as may be further amended, restated, supplemented and/or modified from time to time.

“Directors’ Charge” has the meaning set out in the Initial Order.

“Disclaimed Contracts” has the meaning set out in Section 2.2(f).

“Effective Date” has the meaning set out in the preamble hereto.

“Employee” means any individual who is employed by any of the Vendors immediately prior to the Closing Date.

“Employee Plan” means all plans with respect to the Employees or former Employees to which any of the Vendors is a party to or bound by or to which any of the Vendors has an obligation to contribute relating to retirement savings, pensions, bonuses, profit sharing, deferred compensation, share purchase or share option, share appreciation, phantom stock, incentive compensation, life or accident insurance, hospitalization, health, medical or dental treatment or expenses, disability, unemployment insurance benefits, employee loans, vacation pay, severance or termination pay or other benefit plan.

“Encumbrance” means any restriction, security interest, security agreement, debenture, lien, Claim, charge, right of retention, trust, deemed trust, judgement, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, assignment (as security), deposit arrangement, direction, hypothec, lease, right of distress, royalty interest, defect of title, legal, equitable or contractual setoff or adverse claim of any nature or kind, mortgage or right of a third party (including any contractual right, such as a purchase option, call or similar right of a third party in respect of securities, right of first refusal, right of first offer or any other Transfer Restriction or pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, including any conditional sale or title retention agreement, or any capital or financing lease.

“Excise Tax Act” means the *Excise Tax Act*, RSC, 1985, c. E-15.

“Excluded Assets” means all those assets that are not Purchased Assets.

“Excluded Contracts” means those contracts and other agreements of the Vendors that are not Assumed Contracts.

“Excluded Liabilities” has the meaning set out in Section 2.4.

“Final Recognition Order” means the order of the U.S. Court entered on August 15, 2023, among other things, recognizing the Initial Order and the CCAA Proceedings.

“General Conveyance” means a general conveyance evidencing the conveyance to the Purchaser (or in such Permitted Assignee(s) as it may direct in accordance with the terms herein) of the Purchased Assets, in form and substance satisfactory to the Parties, acting reasonably.

“Governmental Authority” means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), judicial body, regulatory authority, tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation having jurisdiction over the Vendors, the Purchaser, the Purchased Assets or the Assumed Liabilities.

“GST/HST” means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act*, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

“Guilds” has the meaning set out in Section 2.3(e).

“**Income Tax Act**” means the *Income Tax Act*, RSC, 1985, c. 1 (5th Supp.).

“**Initial Order**” has the meaning set out in the recitals hereto.

“**Intellectual Property**” means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) common law and registered trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property.

“**Interim Lender**” has the meaning set out in the Initial Order.

“**Interim Lender Debt**” means all indebtedness of the Borrowers to the Purchaser as of the Closing Date pursuant to the DIP Loan Agreement.

“**Interim Lender’s Charge**” has the meaning set out in the Initial Order.

“**Interim Period**” means the period beginning on the Effective Date and ending at the Closing Time.

“**KERP Charge**” has the meaning set out in the Initial Order.

“**Liability**” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“**Maximum Amount**” has the meaning set out in the DIP Loan Agreement.

“**Monitor**” has the meaning set out in the recitals hereto.

“**Monitor’s Certificate**” means the certificate of the Monitor contemplated by the Approval and Vesting Order certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor from the Parties that all conditions of Closing have been satisfied or waived by the applicable Parties and that the Vendors have received the Purchase Price.

“**Non-Petitioner Entities**” means the following Vendors: Front Runner Productions, Inc.; Brown Amy, LLC; Fonzo Production Services Inc.; Fonzo, LLC; Front Runner, LLC; Green Moon Inc.; Harmon Films, LLC; Harmon Monster Films, Inc.; Needle In A Timestack, LLC; October Series Holdings, LLC; Para Productions, LLC; Red Sea LLC; Red Sea Productions Inc.; Tully

Productions, LLC; TWWMD Holdings, LLC; TWWMD Productions, Inc.; Villains Pictures, LLC; Villains Production Services, Inc.; and Surrounded Productions USA Inc.

“Organizational Documents” means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

“Outside Date” means 11:59 p.m. (Vancouver time) on November 30, 2023 or such later date and time as the Vendors, with the consent of the Monitor, and the Purchaser may agree to in writing.

“Parties” has the meaning set out in the recitals hereto.

“Party” has the meaning set out in the recitals hereto.

“Permitted Assignee” has the meaning set out in Section 9.10.

“Permitted Encumbrance” all security interests and other interests arising exclusively from the Assumed Liabilities.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.

“Petitioners” has the meaning set out in the Initial Order.

“Priority Indebtedness” means the amounts payable by the Vendors that are secured by Encumbrances against the Purchased Assets in favour of any one or more of the Writers Guild of America, West Inc., the Directors Guild of America Inc. or the Screen Actors Guild – America Federation of Television and Radio Artists, which rank prior to the interests of the Purchaser in its capacity as the Interim Lender in accordance with the Initial Order or as the Pre-Filing Lender, in each case solely to the extent applicable and necessary to satisfy the Credit Bid Amount in accordance with paragraph 34 of the SISP.

“Pre-Filing Lender” means Creative Wealth Media Lending LP 2016, in its capacity as lender to: (i) Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC in respect of the Robin Hood Debt; (ii) Solitary Holdings USA, LLC in respect of the Solitary Debt; (iii) Surrounded Holdings USA LLC in respect of the Surrounded Debt; and (iv) BRON Media Corp. in respect of the BRON Media Debt.

“Projects” means all protectable works, including, without limitation, motion pictures, audio, visual, and audiovisual works, interactive works, development properties and all literary and written works.

“Property” has the meaning set out in the Initial Order.

“Purchased Assets” means all of the assets listed at Schedule “C” hereto, and for greater certainty shall exclude all Excluded Assets and Excluded Liabilities.

“Purchase Price” has the meaning set out in Section 3.1.

“Purchaser” has the meaning set out in the preamble hereto.

“Representative” means, in respect of a Party, each director, officer, employee, agent, Affiliate, manager, lender, solicitor, accountant, professional advisor, consultant, contractor and other representative of such Party or such Party’s Affiliates.

“Robin Hood Debt” means all indebtedness of Robin Hood Digital PC BC Inc., Robin Hood Digital PC USA Inc., and Robin Hood Digital USA, LLC pursuant to a loan and security agreement dated as of December 1, 2021 between Robin Hood Digital PC USA Inc. and the Purchaser.

“Second ARIO” has the meaning set out in Section 7.1(b).

“Second DIP Amendment” has the meaning set out in Section 7.1(a).

“SISP” has the meaning set out in the recitals hereto.

“Solitary Debt” means all indebtedness of Solitary Holdings USA, LLC to the Purchaser as of the Closing Date pursuant to a loan and security agreement dated as of August 5, 2020 among Solitary Holdings USA, LLC, Windor Productions BC Inc. and the Purchaser.

“Surrounded Debt” means all indebtedness of Surrounded Holdings USA LLC to the Purchaser as of the Closing Date pursuant to a loan and security agreement dated as of November 30, 2020 among Surrounded Holdings USA, LLC, Surrounded Productions USA Inc. and the Purchaser, as amended by an amendment no. 1 dated as of December 22, 2021 and by an amendment no. 2 dated as of August 31, 2022.

“Taxes” means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, customs duties, fees, assessments, imposts, levies and other charges of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, fines, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

“Transaction” means all of the transactions contemplated by this Agreement, including the purchase and sale of the Purchased Assets.

“Transfer Restrictions” means any and all restrictions on the transfer of shares, equity securities, partnership or membership units or interests or other interests in property, including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders, members or lenders in respect of such interests.

“Transfer Taxes” means all present and future transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges imposed by a Governmental Authority, including any related penalties and interest, in connection with the sale, transfer or registration of the transfer of the Purchased Assets, including GST/HST.

“Transferred Permits” means all authorizations, approvals, plans, franchises, orders, certificates, consents, directives, notices, licences, permits, waivers, variances, registrations or other rights or privileges issued to or required of the Vendors by or from any Governmental Authority in relation to any of the Purchased Assets, to the extent transferrable, relating to, or required for the operation or use of the Purchased Assets or any part thereof.

“Transition Agreement” means an agreement between the Purchaser and the Vendors on terms acceptable to the Purchaser, the Vendors and the Monitor, each acting reasonably, pursuant to which the Vendors shall provide the Purchaser with such transition services as may reasonably be requested by the Purchaser after the Closing Date to give effect to the Transaction and the transfer of the Purchased Assets to the Purchaser, including by the retention of any Transition Contractors after the Closing Date as may be requested by the Purchaser.

“Transition Contractors” means the Employees, consultants or independent contractors retained by the Vendors designated by the Purchaser no later than five (5) Business Days following the granting of the Approval and Vesting Order, if any, to remain employed or be retained by the Vendors, on the Purchaser’s behalf, after the Closing Date until no later than November 30, 2023 (unless extended upon mutual agreement of the Purchaser, the Vendors and the Monitor, each acting reasonably) on the terms set out in the Transition Agreement.

“U.S. Court” means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

“U.S. Recognition Orders” means one or more orders of the U.S. Court in form and substance satisfactory to the Purchaser, the Vendors and the Monitor, each acting reasonably, among other things, recognizing the Second ARIQ, the Approval and Vesting Order and, if applicable, any Assignment Order.

“Vendors” has the meaning set out in the recitals hereto.

“Vendor Controlled Subsidiaries” has the meaning set out in Section 9.1.

“Warranties” means, to the extent transferable, any existing warranties, guarantees, indemnitees and representations in favour of the Vendors and/or their successors in interest in connection with the (i) development, production and/or services of third parties or transfers of rights in and to or in respect of any of the Purchased Assets and/or (ii) construction, condition or operation of any of the equipment forming part of the Purchased Assets or any component thereof or any improvements made thereto (other than the Excluded Assets).

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States of America.

1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Vancouver time) on the next succeeding Business Day.

1.5 Additional Rules of Interpretation

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement shall be written consent, agreement, approval, confirmation, or notice, and email shall be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings.* The inclusion in this Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles or Sections of this Agreement, and Schedules to this Agreement.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.
- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

- (i) *No Strict Construction.* The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party, including, without limitation, the doctrine of *contra proferentum*.

1.6 Schedules & Amendments to Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

- Schedule “A” - Vendors
- Schedule “B” - Assumed Contracts
- Schedule “C” - Purchased Assets
- Schedule “D” - Approval and Vesting Order
- Schedule “E” - Assignment Order

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchase and Sale of Purchased Assets

- (a) Subject to the terms and conditions of this Agreement and except for the Excluded Assets, at the Closing and effective as of the Closing Time, the Vendors hereby agree to sell, assign and transfer to the Purchaser pursuant to the Approval and Vesting Order and any applicable Assignment Order, and the Purchaser agrees to purchase from the Vendors, the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).
- (b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Purchased Asset or any right thereunder if an assignment or transfer by the Vendors to the Purchaser as contemplated hereunder is not permitted or enforceable under Applicable Law.

2.2 Assumed Contracts

In the event that there are any Assumed Contracts which are not assignable in whole or in part without the consent, approval or waiver of the counterparties to them or any other Person (each a “**Consent Required Contract**”):

- (a) the Vendors, at the direction of and in consultation with the Purchaser, shall use their commercially reasonable efforts to obtain any such consent, approval or waiver, all on terms and conditions acceptable to the Purchaser, acting reasonably, and shall regularly apprise the Purchaser on the status of same. The Purchaser shall provide its reasonable cooperation to assist the Vendors in obtaining any such consent, approval or waiver;

- (b) if any consent, approval or waiver is not obtained for the assignment of any Consent Required Contract to the Purchaser, on terms acceptable to the Purchaser, acting reasonably, the Vendors shall bring an application to the Court for issuance of an Assignment Order with respect to such Consent Required Contract contemporaneously with the Vendors' application for the issuance of the Second ARIO and the Approval and Vesting Order in accordance with Section 5.1(a);
- (c) once the consent, approval or waiver to the assignment of a Consent Required Contract is obtained, or the assignment of such Contract has been ordered by the Court pursuant to an Assignment Order, such Consent Required Contract shall be deemed to be assigned to the Purchaser on Closing;
- (d) with respect to each Consent Required Contract, subject to Closing and to either (i) the consent of the other parties thereto to the assignment thereof, or (ii) in the absence of such consent, the obtaining of an Assignment Order, in addition to its other obligations under this Agreement, the applicable Cure Costs related to such Consent Required Contract on Closing shall be paid by the Purchaser in accordance with the Assignment Order or in the manner set out in the consent of the applicable counterparty or as otherwise may be agreed to by the Purchaser and such counterparty, as applicable;
- (e) subject to Sections 2.2(b) and 7.2(a), if any consent, approval, waiver or Assignment Order required to assign a Consent Required Contract has not yet been obtained as of the Closing Date, then nothing in this Agreement will be construed as an assignment of any such Consent Required Contract and the Purchaser shall have no liability or obligation whatsoever in respect of any such Consent Required Contract and all such Consent Required Contracts shall be deemed to be Excluded Contracts; and
- (f) at the request of and in consultation with the Purchaser, the Vendors shall disclaim or seek to disclaim any Excluded Contracts at any time (collectively, the “**Disclaimed Contracts**”); provided that the Vendors shall be under no obligation to disclaim or seek to disclaim any Excluded Contract which the Vendors (or any one or more of them) are marketing to another party or have entered into an agreement to sell.

2.3 Assumed Liabilities

Subject to the Closing, and except for the Excluded Liabilities, the Purchaser shall assume and perform, discharge and pay when due the following obligations and Liabilities of the Vendors (collectively, the “**Assumed Liabilities**”):

- (a) all debts, Liabilities and obligations under the Assumed Contracts (to the extent assigned or transferred to the Purchaser on Closing) for the period from and after the Closing Time, in each case provided that such debts, obligations or Liabilities are not due, arising from, or attributable to any default, breach or violation by the Vendors of any term or condition of this Agreement;
- (b) the obligation and Liability of the Vendors to pay Cure Costs in respect of any Consent Required Contract;
- (c) all debts, Liabilities and obligations arising from ownership and use of the Purchased Assets for the period from and after the Closing Time;
- (d) the Priority Indebtedness; and

- (e) all obligations owing from any Vendor to the Directors Guild of America, Inc., the Screen Actors Guild – American Federation of Television and Radio Artists and the Writers Guild of America, West., Inc., and to any other labour union (collectively, the “**Guilds**”) arising from a collective bargaining agreement between any Vendor or Vendors and any one or more of the Guilds, including but not limited to all obligations owing from any Vendor to one or more Guilds for the payment of residuals, including, without limitation, security agreements, collection account management agreements, assumption agreements, intercreditor agreements, interparty agreements, guarantee agreements, and any cash deposits or reserves held by any Guild.

2.4 Excluded Liabilities

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable, directly or indirectly, or otherwise responsible for any debts, Liabilities or other obligations of or Claims against the Vendors (collectively, the “**Excluded Liabilities**”), including:

- (a) all debts, Liabilities, obligations or claims related to any Excluded Asset, including all obligations owing by the Vendors pursuant to any Excluded Contract;
- (b) all debts, Liabilities and obligations related to any Purchased Asset or the Business arising out of or related to the period prior to the Closing Time;
- (c) all Liabilities of the Vendors under the Assumed Contracts incurred prior to the Closing Time, excluding any applicable Cure Costs;
- (d) all obligations and Liabilities owing by the Vendors to any shareholder, director, officer or affiliate;
- (e) all obligations, Liabilities or Claims relating to, resulting from or arising out of the employment or termination of any Employee of the Vendors, including any Employee Plan;
- (f) all obligations, Liabilities or Claims relating to the Disclaimed Contracts;
- (g) all Taxes imposed on or relating to the Vendors or any of their Representatives or Affiliates and all Taxes imposed on or relating to the Purchased Assets that are attributable to any pre-Closing tax period whether or not any such period ends on or before the Closing Date (other than any Transfer Taxes payable by the Purchaser in accordance with Section 3.4);
- (h) all debts, Liabilities and obligations of the Vendors arising under this Agreement, including for certainty, all legal, accounting, broker, financial advisor or other professional fees, costs and expenses incurred by the Vendors in connection with the CCAA Proceedings, this Agreement or the Transaction;
- (i) all debts, Liabilities and obligations of the Vendors that are vested from the Purchased Assets pursuant to the Approval and Vesting Order, including all debts, Liabilities and obligations of the Vendors under the Administration Charge, KERP Charge and Directors’ Charge; and
- (j) all Claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Time.

2.5 Right to Modify the Purchased Assets and Assumed Contracts

From and after the Effective Date until the date that is (i) three (3) days prior to the date upon which the application for the Approval and Vesting Order is scheduled to be heard by the Court in the case of undertakings, property and assets of the Vendors (other than any Contracts) and (ii) five (5) days prior to the date upon which the application for the granting of an Assignment Order is scheduled to be heard by the Court in the case of any Contracts, the Purchaser shall be entitled, by notice in writing to the Monitor, and the Vendors, to:

- (a) add any of the undertakings, property and assets of the Vendors to the Purchased Assets, which undertakings, property and assets shall, and shall be deemed to be Purchased Assets and shall be acquired by or transferred or assigned to the Purchaser at Closing;
- (b) add any Contracts to the Assumed Contracts, which Contracts shall, and shall be deemed to be Assumed Contracts and shall be acquired by or transferred or assigned to the Purchaser at Closing; and
- (c) add any Liabilities to the Assumed Liabilities, which Liabilities shall, and shall be deemed to be Assumed Liabilities and shall be assumed by the Purchaser at Closing.

No change to the Credit Bid Amount shall result from the addition of any undertakings, property, assets, Contracts or Liabilities to the Purchased Assets, Assumed Contracts and Assumed Liabilities pursuant to this Section 2.5.

2.6 Right to Modify the Excluded Assets and Excluded Contracts

From and after the Effective Date until the date that is (i) seven (7) days prior to the Closing Date in the case of undertakings, property and assets of the Vendors (other than any Contracts) and (ii) one (1) day prior to the Closing Date in the case of any Contracts, the Purchaser shall, by notice in writing to the Vendors and the Monitor, be entitled to:

- (a) exclude any of the undertakings, property and assets of the Vendors from the Purchased Assets, which undertakings, property and assets shall, and shall be deemed to be Excluded Assets and shall not be acquired by or transferred or assigned to the Purchaser at Closing; and
- (b) exclude any Contracts from the Assumed Contracts, which Contracts shall, and shall be deemed to be Excluded Contracts and shall not be acquired by or transferred or assigned to the Purchaser at Closing.

No change to the Credit Bid Amount shall result from the exclusion of any undertakings, property, assets, Contracts or Liabilities from the Purchased Assets, Assumed Contracts and Assumed Liabilities pursuant to this Section 2.6. Notwithstanding the foregoing, the Purchaser may not exclude any of the Priority Indebtedness from the Liabilities classified as “Assumed Liabilities”, as applicable.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Purchased Assets shall comprise of the following amounts (in the aggregate, the “**Purchase Price**”), in each case exclusive of Transfer Taxes:

- (a) an amount equal to the Interim Lender Debt;
- (b) an amount equal to the BRON Media Debt;
- (c) an amount equal to the Robin Hood Debt;
- (d) an amount equal to the Solitary Debt;
- (e) an amount equal to the Surrounded Debt;
- (f) an amount equal to the Assumed Liabilities, payable on, accruing to, or arising prior to the Closing Time; and
- (g) the sum of \$9,500.00 (the “**Cash Payment**”).

3.2 Allocation of the Purchase Price

The Purchaser and the Vendors shall agree upon the allocation of the Purchase Price in respect of the Purchased Assets, both acting reasonably, within thirty (30) days following Closing or by such other date as the Parties agree. Such allocation shall be determined in accordance with Applicable Laws. The Parties shall report the purchase and sale of the Purchased Assets for all federal, provincial and local tax purposes in accordance with the agreed upon allocation and this Agreement.

3.3 Satisfaction of the Purchase Price

The Purchase Price shall be satisfied by the Purchaser as follows, and the Vendors hereby direct the Purchaser to satisfy the Purchase Price in accordance with this Section 3.3 and this shall be the Purchaser’s good and sufficient authority for so doing:

- (a) as to the amounts referred to in Sections 3.1(a), by the Purchaser releasing the Borrowers from repayment of all amounts owing thereunder;
- (b) as to the amounts referred to in Sections 3.1(b)-3.1(e), by the Purchaser releasing the Vendors from repayment of all amounts owing thereunder;
- (c) as to the amount referred to in Section 3.1(f), by the Purchaser assuming, performing, and/or discharging such Assumed Liabilities as and when they become due; and
- (d) as to the amount referred to in Section 3.1(g), by the Purchaser paying the Cash Payment by wire transfer of immediately available funds to the Vendors.

For greater certainty, the assumption by the Purchaser of the Assumed Liabilities has been taken into account with respect to the determination of the aggregate Purchase Price payable pursuant to this Article 3 and the assumption of such Assumed Liabilities by the Purchaser does not (except to the extent such liabilities are payable on, accruing to, or arising prior to the Closing Time) constitute separate or additional consideration hereunder in respect of the Purchased Assets.

3.4 Tax Matters

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay any applicable Transfer Taxes on the Purchaser’s acquisition of the Purchased

Assets in addition to the Purchase Price, either to the Monitor on behalf of the Vendors or directly to the appropriate Governmental Authority, as required by Applicable Law;

- (b) if applicable, the Vendors and the Purchaser shall each jointly elect under section 167 of the *Excise Tax Act* and any equivalent or comparable corresponding provision under any applicable provincial or territorial legislation, in the form prescribed for the purposes of each such provision, that no GST/HST will be payable in respect of the sale and transfer of the Purchased Assets and the Purchaser shall file such elections with the applicable tax authorities within the time and in the manner required by the Applicable Law; and
- (c) the Purchaser and the Vendors shall also execute and deliver such other tax elections and forms as they may mutually agree upon.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendors

The Vendors hereby represent and warrant as of the date hereof and as of the Closing Time as follows, and acknowledge that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Vendors are corporations incorporated and existing under the statutes of the jurisdiction identified next to their names in Schedule “A”, and are in good standing under such statutes and have the power and authority to enter into, deliver and perform their obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and, subject to obtaining the Second ARIQ and the Approval and Vesting Order in respect of the matters to be approved therein, performance by the Vendors of this Agreement has been authorized by all necessary corporate action on the part of the Vendors.
- (c) No Conflict. The execution, delivery and performance by the Vendors of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Vendors.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendors and constitutes a legal, valid and binding obligation of the Vendors, enforceable against them in accordance with its terms, subject only to obtaining the Second ARIQ and the Approval and Vesting Order.
- (e) No Proceedings. Unless otherwise known to the Purchaser, there are no proceedings pending against the Vendors or, to the knowledge of the Vendors, threatened, with respect to, or in any manner affecting, the Purchased Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Assets or the Closing of the Transaction as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendors from fulfilling any of their obligations set forth in this Agreement.
- (f) No Consents or Authorizations. Subject only to obtaining the Second ARIQ, the Approval and Vesting Order, and any consents, approvals or waivers required in connection with the

assignment of the Assumed Contracts, no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Vendors, and each of the agreements to be executed and delivered by the Vendors hereunder or the sale of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Vendors to consummate the Transaction.

- (g) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement and unless otherwise known to the Purchaser, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendors of the Purchased Assets.
- (h) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement for which the Purchaser will be liable or responsible.
- (i) Assumed Contracts. The Contracts listed in Schedule "B" include all of the Contracts necessary to establish the Vendors' right, title and interest in and to the Purchased Assets and for the Purchaser to acquire, and obtain the benefit of, all of the Purchased Assets (in each case solely to the extent Contracts are required in respect of the same).
- (j) Taxable Canadian Property. With respect to each Vendor, either:
 - (i) such Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (and, if such Vendor is a partnership, such Vendor is a "Canadian partnership" as defined in the *Income Tax Act*); or
 - (ii) if such Vendor is a non-resident of Canada for purposes of the *Income Tax Act* (or a partnership other than a "Canadian partnership" as defined in the *Income Tax Act*), then the Purchased Assets acquired from such Vendor under this Agreement do not constitute (and are not deemed to constitute) "taxable Canadian property" to the Vendor within the meaning of the *Income Tax Act*, and without limiting the foregoing, such Vendor does not carry on business in Canada for purposes of the *Income Tax Act*.

4.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendors as of the date hereof and as of the Closing Time, and acknowledges that, the Vendors are relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

- (a) Formation and Status. The Purchaser is a limited partnership formed and existing under the *Limited Partnerships Act* (Ontario), is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser's general partner.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or

allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Second ARIO and the Approval and Vesting Order.
- (e) No Proceedings. Unless otherwise known to the Vendors, there are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin, delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) No Consents or Authorizations. Subject only to obtaining the Second ARIO, the Approval and Vesting Order, and any consents, approvals or waivers required in connection with the assignment of the Assumed Contracts (including any Assignment Order), no consent, approval, waiver or other Authorization is required from any Governmental Authority or any other Person, in connection with the execution, delivery or performance of this Agreement by the Purchaser, and each of the agreements to be executed and delivered by the Purchaser hereunder or the purchase of any of the Purchased Assets hereunder, except for any Authorizations, consents, approvals, filings or notices of any Governmental Authority, court or Person that would not have a material effect on or materially delay or impair the ability of the Purchaser to consummate the Transaction.
- (g) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transaction based on any arrangement or agreement entered into by the Purchaser for which the Purchaser will be liable or responsible.
- (h) Solvency. The Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

4.3 As is, Where is

The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Assets shall be sold and delivered to the Purchaser on an “*as is, where is*” basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, the Purchaser acknowledges and agrees that: (i) no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, including with respect to the Purchased Assets; and (ii) the Monitor has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the Transaction contemplated hereby, including with respect to the Purchased Assets. The disclaimer in this Section 4.3 is made notwithstanding the delivery or disclosure to the Purchaser or its Representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement). Without limiting the generality of the foregoing and unless and solely to the extent expressly set forth in this Agreement or in any documents required to be delivered pursuant to this Agreement, any and all conditions, warranties or representations, expressed or implied, pursuant to Applicable Law do not apply hereto and are hereby expressly waived by

the Purchaser. The Purchaser further acknowledges, agrees and confirms that it has conducted its own investigations, due diligence and analysis in satisfying itself as to all matters relating to the Vendors and their assets, liabilities and business.

Until Closing, the Purchased Assets shall remain at the risk of the Vendors. After Closing occurs, the Purchased Assets shall be at the sole risk of the Purchaser regardless of the location of the Purchased Assets.

ARTICLE 5 COVENANTS

5.1 Application for the Second ARIO, the Approval and Vesting Order and Petition for the U.S. Recognition Orders

Subject to the requirements of Section 2.2:

- (a) each of the Parties shall use its commercially reasonable efforts to: (i) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction; and (ii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law. Among other things, the Parties agree that this shall require the Vendors, as promptly as practicable after execution and delivery of this Agreement, to serve and file with the: (i) Court an application for the issuance of the Second ARIO, the Approval and Vesting Order and any Assignment Order; and (ii) U.S. Court a petition for the issuance of the U.S. Recognition Orders;
- (b) the Vendors shall: (i) provide the Purchaser with a reasonable opportunity to review and comment upon all materials filed by the Vendors with the Court and the U.S. Court in accordance with this Section 5.1 at least two (2) Business Days in advance of such filing, which materials shall be consistent with the terms and conditions of this Agreement; and (ii) provide notice of the application for the Second ARIO, the Approval and Vesting Order and any Assignment Order and petition for the U.S. Recognition Orders on all Persons as may be required by the Purchaser, including, without limitation, all Persons required to receive notice under Applicable Law and the requirements of the CCAA, the Court, and any other Person determined necessary or advisable by the Vendors or the Purchaser. The Vendors shall promptly inform and provide the Purchaser with copies of responses or objections received by them relating to this Agreement or the Transaction in the event the Vendors or their counsel have reason to believe that counsel to the Purchaser has not already separately received copies of the same; and
- (c) if the Second ARIO, the Approval and Vesting Order, any Assignment Order or the U.S. Recognition Orders shall be appealed or any application or petition for rehearing or reargument shall be filed with respect thereto, the Vendors agree to take all action as may be commercially reasonable and appropriate to defend against such appeal, application, or motion.

5.2 Actions to Satisfy Closing Conditions

Each of the Parties shall use its commercially reasonable efforts to take or cause to be taken, all appropriate action, and do, or cause to be done all things necessary, proper or advisable under Applicable Law to consummate and make effective, as soon as reasonably practicable and in any event prior to the Outside

Date, the transactions contemplated by this Agreement (including the transfer to the Purchaser of title to the Purchased Assets) and, without limiting the generality of the foregoing, each Party shall:

- (a) use its commercially reasonable efforts to take such actions as are, at the time of such action, within its power to control and to cause other actions to be taken which are not within its power to control, so as to facilitate the fulfillment of all of the conditions precedent to the other Party's obligations to consummate the Transaction provided for in Section 7.1, Section 7.2 and Section 7.3; and
- (b) not take any action, or refrain from taking any action and use commercially reasonable efforts to not permit any action to be taken or not taken, which would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement.

The Purchaser hereby agrees, and hereby agrees to cause its Representatives to, keep the Vendors informed on a reasonably current basis, as reasonably requested by the Vendors or the Monitor, as to the Purchaser's progress in terms of the satisfaction of the conditions precedent contained herein. The Vendors hereby agree, and hereby agree to cause their Representatives to, keep the Purchaser informed on a reasonably current basis, as reasonably requested by the Purchaser, as to the Vendors' progress in terms of the satisfaction of the conditions precedent contained herein.

5.3 Access to Information and Investigation by the Purchaser

Until the Closing Date, the Vendors shall furnish to the Purchaser's Representatives engaged in the transactions contemplated by this Agreement during normal business hours full access to the Purchased Assets, including all of the Books and Records relating solely to the Purchased Assets and the Assumed Liabilities, and shall furnish them with all such information relating solely to the Purchased Assets and the Assumed Liabilities as the Purchaser may reasonably request solely in connection with the Transaction; provided that any such access shall be in accordance with Applicable Law (including any orders of any Governmental Authority that would restrict, limit or otherwise hinder such access), in such a manner as to maintain confidentiality and not to unreasonably interfere with the normal operations of the Vendors' Business. The Purchaser and its Representatives further agree to abide by any safety rules or rules of conduct reasonably imposed by the Vendors with respect to such access and any information furnished to it or its Representatives pursuant thereto. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require the Vendors to disclose: (i) due diligence questions, lists or investigations conducted by others, names, bids, letters of intent, expressions of interest, or other proposals received from others in connection with the Transaction or other information and analyses relating to such communications; or (ii) information (A) subject to privilege, (B) which would conflict with any confidentiality obligations to which the Vendors are bound or (C) in violation of Applicable Law.

5.4 Interim Period

During the Interim Period, except (i) as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Vesting Order), (ii) as necessary in connection with the CCAA Proceedings, (iii) as otherwise provided in the Initial Order and any other Court orders prior to the Closing Time, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Vendors shall:

- (a) remain in possession of the Purchased Assets, use the Purchased Assets only in the ordinary course of business in all material respects consistent with past practice and maintain, preserve and protect the Purchased Assets in the condition in which they exist on the date hereof, other than ordinary wear and tear and other than replacements, dispositions,

modifications or maintenance in the ordinary course of business, including by maintaining in full force and effect all material insurance policies and binders relating to the Purchased Assets and give any notice or present any Claim under any such insurance policies and binders consistent with the past practice of the applicable Vendors in the ordinary course of business;

- (b) not transfer, lease, license, sell, abandon, create any Encumbrance on, or otherwise dispose of any of the Purchased Assets or any portion thereof or interest therein, other than in the ordinary course of business in all material respects consistent with past practice;
- (c) not amend in any material respect or in a manner outside the ordinary course of business in all material respects consistent with past practice any Assumed Contract that forms a part of the Purchased Assets or waive any material provision or right thereunder or surrender, disclaim, terminate or assign any such Assumed Contract;
- (d) keep the Purchaser reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any tax or regulatory investigation or any other investigation by a Governmental Authority or action involving the Vendors or the Purchased Assets, provided that nothing in this Section 5.4(d) shall require the Vendors to disclose information: (i) subject to privilege; (ii) which would conflict with any confidentiality obligations to which the Vendors are bound; or (iii) in violation of Applicable Law; and
- (e) not enter into any material contract or other material written agreement in respect of or materially applicable to any of the Purchased Assets.

5.5 Post-Closing Accounts Receivable

Within five (5) Business Days following the Closing Date, and prior to the termination of the CCAA Proceedings or any assignment in bankruptcy, the Vendors shall deliver a notice, in form and substance satisfactory to the Purchaser, acting reasonably, and duly executed by the Vendors, to the account debtors of, and all applicable collection account managers, agents and/or administrators with respect to, the Accounts Receivable and the Assumed Contracts included in the Purchased Assets regarding the transfer of the Accounts Receivable and the Assumed Contracts and directing that all further payments thereunder be made to the Purchaser. Any Accounts Receivable forming part of the Purchased Assets collected by the Vendors, the Monitor or any trustee-in-bankruptcy appointed with respect to the Vendors (or other proceeds collected or derived from a Purchased Asset by the Vendors, the Monitor or such trustee-in-bankruptcy), other than the Purchase Price paid hereunder, from and after the Closing Date shall be held in trust for the benefit of the Purchaser, and such funds shall not form part of the Vendors' estate or otherwise be made available to the Vendors' stakeholders, and, upon receipt following the Closing, shall promptly be paid to, and for the benefit of, the Purchaser in accordance with its rights under this Agreement.

If after Closing, the Purchaser or any of its Permitted Assignees receives or otherwise comes to possess any Excluded Assets, the Purchaser will promptly (i) give written notice to the Vendors and the Monitor and (ii) transfer, assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) such assets to the Vendors at the Vendors' sole expense. Prior to any such transfer, the Purchaser or its applicable Permitted Assignees receiving or possessing any such Excluded Asset will hold it in trust for the benefit of the Vendors. The Purchaser will cooperate with the Vendors and use its commercially reasonable efforts to

set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 5.5.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place electronically on the Closing Date effective as of the Closing Time (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

6.2 Vendors' Closing Deliveries

At the Closing Time, the Vendors shall execute and deliver or cause to be delivered, as the case may be, to the Purchaser the following, each of which shall be in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) the Purchased Assets, which shall be delivered *in situ* wherever located as of the Closing;
- (b) a true copy of the Second ARIO, as issued and entered by the Court;
- (c) a true copy of the Approval and Vesting Order, as issued and entered by the Court;
- (d) a true copy of any Assignment Order, as issued and entered by the Court;
- (e) true copies of the U.S. Recognition Orders, as issued and entered by the U.S. Court;
- (f) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Vendors;
- (g) the General Conveyance, duly executed by the Vendors;
- (h) the Assignment and Assumption Agreement, duly executed by the Vendors;
- (i) if applicable the Transition Agreement, duly executed by the Vendors;
- (j) a certificate of an officer of each Vendor dated as of the Closing Date confirming that all of the representations and warranties of such Vendor contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that such Vendor has performed in all material respects the covenants to be performed by it prior to the Closing Time; and
- (k) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall execute and deliver or cause to be delivered, as the case may be, to the Vendors (or to the Monitor, as applicable), the following, each of which shall be in form and substance satisfactory to the Vendors, acting reasonably:

- (a) payment to the Monitor (or evidence of payment by the Purchaser to the relevant Governmental Authorities) of all Transfer Taxes required by Applicable Law to be collected on Closing, in accordance with Section 3.4;
- (b) if applicable, the Tax elections contemplated by Section 3.4, duly executed by the Purchaser;
- (c) the General Conveyance, duly executed by the Purchaser;
- (d) the Assignment and Assumption Agreement, duly executed by the Purchaser;
- (e) if applicable the Transition Agreement, duly executed by the Purchaser;
- (f) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (g) payment to the Vendors of the Cash Payment in accordance with Section 3.1(g); and
- (h) such other agreements, documents and instruments as may be reasonably required by the Vendors to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

ARTICLE 7 CONDITIONS OF CLOSING

7.1 Conditions Precedent in Favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (a) Amendment to the DIP Loan Agreement. The Purchaser and the Vendors shall have entered into an amendment to the DIP Loan Agreement (the “**Second DIP Amendment**”) pursuant to which, among other things, (i) the Non-Petitioner Entities shall be added as “Borrowers” under the DIP Loan Agreement, (ii) the maturity date under the DIP Loan Agreement shall be extended to December 4, 2023, and (iii) if necessary, the Maximum Amount under the DIP Loan Agreement shall be increased to an amount to be determined by the Parties and the Monitor, each acting reasonably.
- (b) Second Amended and Restated Initial Order. The Court shall have issued a second amended and restated Initial Order (the “**Second ARI**O”), among other things, (i) adding the Non-Petitioner Entities as “Petitioners” in the CCAA Proceedings, (ii) approving the Second DIP Amendment, and (iii) if necessary, increasing the Interim Lender’s Charge to be equal to the Maximum Amount under the Second DIP Amendment, which Second ARIO shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (c) Approval and Vesting Order. The Court shall have issued and entered the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, varied in a

manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.

- (d) U.S. Recognition Orders. The U.S. Court shall have issued and entered the U.S. Recognition Orders, which U.S. Recognition Orders shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (e) No Order. No Applicable Law and no final or non-appealable judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction or modifies or amends the Second ARIQ, the Approval and Vesting Order, the Assignment Order, if any, or the U.S. Recognition Order, in each case in a manner materially adverse to the Purchaser.
- (f) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (g) Monitor's Certificate. The Monitor shall have provided an executed copy of the Monitor's Certificate confirming that all conditions to Closing have either been satisfied or waived by both the Purchaser and the Vendors.
- (h) Transition Agreement. If requested by the Purchaser, the Vendors and the Purchaser shall have entered into the Transition Agreement.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in this Section 7.1 is not satisfied, performed or mutually waived on or prior to the Outside Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

7.2 Conditions Precedent in Favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Assignment Order. The Court shall have issued and entered any Assignment Order requested by the Purchaser, which Assignment Order shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) Vendors' Deliverables. The Vendors shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 6.2.
- (c) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (d) No Breach of Covenants. The Vendors shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendors on or before the Closing Date.
- (e) Stay of Proceedings. All stays of proceedings contained in the Initial Order and the Final Recognition Order shall have remained in effect as at the Closing Time except where any such stay is terminated or lifted or amended in a manner which is not materially prejudicial to the Purchaser or which does not materially adversely affect the Purchaser's rights under this Agreement or the Purchased Assets.
- (f) Existing Court Orders. The Initial Order, the SISP Order and the Final Recognition Order shall be in full force and effect and shall not have been stayed, varied in a manner materially adverse to the Purchaser, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Purchaser.
- (g) No Default. No default or event of default shall have occurred or shall be continuing under the DIP Loan Agreement.
- (h) Allocation. Any allocation of the Charges amongst the Property sought pursuant to the Initial Order or proposed in connection with the SISP, the Approval and Vesting Order, this Agreement or the Transaction, shall be satisfactory to the Purchaser in its sole discretion.
- (i) CCAA Charge Amount. The CCAA Charge Amount shall have been pre-funded pursuant to the DIP Loan Agreement or otherwise satisfied from the Vendors' cash on hand.
- (j) Obligations Due to the Guilds. The aggregate total of the Liabilities to the Guilds arising out of or related to the period prior to the Closing Time and assumed pursuant to Section 2.3(e) shall not exceed \$50,000.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in this Section 7.2 is not satisfied or performed on or prior to the Outside Date, the Purchaser may elect on written notice to the Vendors to terminate this Agreement.

7.3 Conditions Precedent in Favour of the Vendors

The obligation of the Vendors to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (a) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendors at the Closing all the documents and payments contemplated in Section 6.3.
- (b) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects: (i) as of the Closing Date as if made on and as of such date; or (ii) if made as of a date specified therein, as of such date.

- (c) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.
- (d) Payment of the Non-Petitioners' Petitioners. The fees and expenses to be incurred in connection with the addition of the Non-Petitioner Entities as "Petitioners" in the CCAA Proceedings and the filing of the Non-Petitioner Entities' petitions for relief in the Chapter 15 Proceedings shall have been funded under the DIP Loan Agreement.

The foregoing conditions are for the exclusive benefit of the Vendors. Any condition in this Section 7.3 may be waived by the Vendors in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Vendors only if made in writing. If any condition set out in this Section 7.3 is not satisfied or performed on or prior to the Outside Date, the Vendors may elect on written notice to the Purchaser to terminate this Agreement.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Vendors (with the consent of the Monitor) and the Purchaser;
- (b) by the Purchaser upon written notice to the Vendors if: (i) the Closing has not occurred on or prior to the Outside Date; or (ii) the Second ARIIO and the Approval and Vesting Order are not obtained on or before November 8, 2023 (subject to availability of the Court); provided in each case that the failure to close or obtain such order, as applicable, by such deadline is not caused by a breach of this Agreement by the Party proposing to terminate the Agreement;
- (c) by written notice from the Purchaser to the Vendors if there has been a material breach by the Vendors of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendors, and such breach has not been cured within five (5) days following the date upon which the Vendors received such notice, unless the Purchaser is in material breach of its obligations under this Agreement; or
- (d) by written notice from the Vendors (with the consent of the Monitor) to the Purchaser if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendors, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 7.1 or Section 7.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendors have provided prior written notice of such breach to the Purchaser, and such breach has not been cured within five (5) days following the date upon which the Purchaser received such notice, unless any one or more of the Vendors are in material breach of their obligations under this Agreement.

8.2 Effect of Termination

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder. Under no circumstances shall either of the Parties or their respective Representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

8.3 Dispute Resolution

If any dispute arises with respect to any matter related to the Transaction or the interpretation or enforcement of this Agreement such dispute will be determined by the Court, or by such other Person or in such other manner as the Court may direct.

ARTICLE 9 GENERAL

9.1 Binding on Subsidiaries

Each of the Vendors acknowledges and agrees that it is entering into this Agreement on behalf of itself and on behalf of each of its wholly-owned and/or controlled subsidiaries (including, without limitation, any entities for which one or more of the Vendors are member managers), and that any and all grants of rights contained in this Agreement is intended to include any and all of the Purchased Assets owned or controlled by each Vendor and any and all of the Purchased Assets owned or controlled by each Vendor's wholly-owned and/or controlled subsidiaries (the “**Vendor Controlled Subsidiaries**”), only to the extent necessary to sell, assign and transfer the Purchased Assets to the Purchaser. For greater certainty, the Vendor Controlled Subsidiaries shall not be obliged to sell, convey, assign or transfer any Excluded Asset to the Purchaser.

9.2 Access to Books and Records

- (a) For a period of two (2) years from the Closing Date or for such longer period as may be reasonably required for the Vendors (or any trustee in bankruptcy of the estate of any of the Vendors) to comply with any Applicable Law, the Purchaser shall retain all original Books and Records that are transferred to the Purchaser under this Agreement. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Monitor and the Vendors (or trustee in bankruptcy of the estate of the Vendors) have the right to inspect and to make copies (at their own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.
- (b) Notwithstanding any other term in this Agreement, emails within the Vendors' possession immediately prior to Closing that form part of the Purchased Assets will not be delivered to the Purchaser (other than in accordance with the terms of this Section 9.2) and will only be preserved on data systems held by Adam Davids Law, PLLC and by a Canadian law firm to be selected solely by the Vendors. Emails related to the Purchased Assets (and only those emails) can be accessed by the Purchaser upon request to the Vendor, subject to review by a third party, selected by the Vendors and the Purchaser, acting reasonably, for privilege, confidentiality, restrictions under Applicable Law, and relevance to the Purchased Assets. All expenses, costs and fees related to such requests shall be borne solely by the Purchaser.

9.3 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by same-day courier or by read-receipted email, addressed:

- (a) in the case of the Purchaser, as follows:

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

- (b) in the case of the Vendors, as follows:

c/o BRON Media Corp.

Suite 1700, Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Aaron Gilbert
Email: agilbert@bronstudios.com

with a copy to:

Miller Thomson LLP

40 King Street West, Suite 5800
Toronto, ON M5H 4A9

Attention: Asim Iqbal
Email: aiqbal@millerthomson.com

- (a) in each case, with a further copy to the Monitor as follows:

Grant Thornton Limited

Suite 1600 – 333 Seymour Street
Vancouver BC V6B 0A4

Attention: Mark Wentzell
Email: Mark.Wentzell@ca.gt.com

with a copy to:

Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: John Birch
Email: jbirch@cassels.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Vancouver time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

9.4 Public Announcements

Subject to Section 5.1(b), the Vendors and the Monitor shall be entitled to disclose this Agreement to the Court, the U.S. Court and the parties in interest in the CCAA Proceedings and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Subject to the foregoing, no press release or other announcement concerning the Transaction shall be made by the Purchaser or the Vendors without the prior consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Survival

The representations and warranties of the Parties contained in this Agreement or in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction shall merge on Closing, provided that the representations, warranties and covenants of the Parties contained in this Agreement and in any other agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction to be performed after the Closing, or which by their terms survive Closing, shall survive Closing and remain in full force and effect.

9.7 Entire Agreement

This Agreement and the attached Schedules hereto, and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement

may not be amended or modified in any respect except by written instrument executed by the Vendors (with the consent of the Monitor) and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of British Columbia therefrom.

9.10 Assignment; Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except as specifically provided herein, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Monitor and the Parties and their successors and permitted assigns. Subject to the following sentence, no Party may assign its right or benefits under this Agreement without the consent of the other Party and the Monitor. Notwithstanding the foregoing, the Purchaser may, from time to time prior to the application for the Approval and Vesting Order, upon prior notice to the Vendors and the Monitor (and without their respective prior written consent), assign this Agreement, or any or all of its rights and obligations hereunder, to one or more related parties, subsidiaries or Affiliates (each, a “**Permitted Assignee**”) (and, for greater certainty, the Purchaser may assign to one or more Permitted Assignees the right to purchase, in consideration for the allocable portion of the Purchase Price, all or any portion of the Purchased Assets hereunder), provided that any such Permitted Assignee agrees to be bound by the terms of this Agreement to the extent of the assignment and that no such assignment shall relieve the Purchaser of its obligations hereunder.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement, including any documents reasonably necessary to reflect a chain of title in and to and/or to obtain access to the Purchased Assets for the benefit of the Purchaser. In addition, the Vendors shall cause each of the Vendor Controlled Subsidiaries to transfer all rights in and to the Purchased Assets to the Purchaser and to execute documents consistent therewith.

9.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

9.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant

or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.14 Non-Waiver

No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

9.15 Expenses

Except as otherwise provided in the DIP Loan Agreement, each of the Parties shall pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

9.16 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel, and the Closing shall be deemed to have occurred.

9.17 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA, the Initial Order and any other order of the Court in the CCAA Proceedings, the Vendors and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Vendors and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

BRON MEDIA CORP.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 (CANADA) CORP.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC BC INC.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

WINDOR PRODUCTIONS BC INC.

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE USA, CORP.

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA INC.

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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 LLC

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

I AM PINK PRODUCTIONS, LLC

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC USA INC.

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Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL USA, LLC

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

SOLITARY HOLDINGS USA, LLC

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE CORP.

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA INC.

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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON RELEASING INC.

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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON EVEREST PRODUCTIONS INC.

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Name: Aaron Gilbert
Title: Chief Executive Officer

HENCH 2 BC PRODUCTIONS INC.

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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON DIGITAL USA, LLC

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

DRUNK PARENTS, LLC

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS USA INC.

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By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER PRODUCTIONS USA INC.

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

HARRY HAFT PRODUCTIONS, INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

OAKLAND PICTURES HOLDINGS, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

PATHWAY PRODUCTIONS, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

**BRON LIFE USA INC. (BRON LEGACY
USA INC.)**

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON RELEASING USA INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

BAKHORMA, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

WELCOME TO ME, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON ANIMATION INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES HOLDINGS USA, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER HOLDINGS USA, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

LUCITE DESK, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON DEVELOPMENTS INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS INTL. CORP.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA DEVELOPMENTS INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

**HEAVYWEIGHT HOLDINGS, LLC
(PREVIOUSLY HARRY HAFT FILMS, LLC)**

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS BC INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER PRODUCTIONS BC INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA CORP.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FRONT RUNNER PRODUCTIONS, INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

BROWN AMY, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO PRODUCTION SERVICES INC.

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

FRONT RUNNER, LLC

DocuSigned by:
By: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

GREEN MOON INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

HARMON FILMS, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

HARMON MONSTER FILMS, INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

NEEDLE IN A TIMESTACK, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

PARA PRODUCTIONS, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

RED SEA LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

RED SEA PRODUCTIONS INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

TULLY PRODUCTIONS, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD HOLDINGS, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD PRODUCTIONS, INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

VILLAINS PICTURES, LLC

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

VILLAINS PRODUCTION SERVICES, INC.

DocuSigned by:
By: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

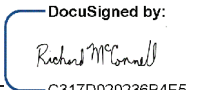
SURROUNDED PRODUCTIONS USA INC.

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

OCTOBER SERIES HOLDINGS, LLC

DocuSigned by:
By: Aaron Gilbert
Name: Aaron Gilbert
Title: Chief Executive Officer

**CREATIVE WEALTH MEDIA LENDING
LP 2016**, by its general partner, **CREATIVE
WEALTH MEDIA GENPAR LTD.**

By: 
Name: Richard McConnell
Title: President

SCHEDULE “A”

VENDORS

Canadian Vendors:

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)
BRON Everest Productions Inc. (Ontario)
Fables Productions BC Inc. (British Columbia)
Gossamer Productions BC Inc. (British Columbia)
Hench 2 BC Productions Inc. (British Columbia)
Robin Hood Digital PC BC Inc. (British Columbia)
Windor Productions BC Inc. (British Columbia)

US Vendors:

Bakhorma, LLC (Washington)
BRON Creative USA, Corp. (Nevada)
BRON Digital USA, LLC (Delaware)
BRON Life USA Inc. (BRON Legacy USA Inc.) (Delaware)
BRON Media Holdings USA Corp. (Delaware)
BRON Releasing USA Inc. (Delaware)
BRON Studios USA Development Inc. (Nevada)
BRON Studios USA Inc. (Nevada)
BRON Ventures 1 LLC (Delaware)
Brown Amy, LLC (Nevada)
Drunk Parents, LLC (New York)
Fables Holdings USA, LLC (Delaware)
Fables Productions USA Inc. (Delaware)
Fonzo Production Services Inc. (Louisiana)
Fonzo, LLC (Nevada)
Front Runner, LLC (Nevada)
Front Runner Productions, Inc. (Georgia)
Gossamer Holdings USA, LLC (Delaware)
Gossamer Productions USA Inc. (Delaware)
Green Moon Inc. (Washington)
Harmon Films, LLC (New York)
Harmon Monster Films, Inc. (New York)
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)
Needle In A Timestack, LLC (Delaware)
Oakland Pictures Holdings, LLC (Delaware)

October Series Holdings, LLC (Delaware)
Para Productions, LLC (Nevada)
Pathway Productions, LLC (Delaware)
Red Sea LLC (Nevada)
Red Sea Productions Inc. (Nevada)
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)
Tully Productions, LLC (Nevada)
TWWMD Holdings, LLC (Delaware)
TWWMD Productions, Inc. (Nevada)
Villains Pictures, LLC (Nevada)
Villains Production Services, Inc. (New York)
Welcome to Me, LLC (California)

SCHEDULE “B”

ASSUMED CONTRACTS

The following is an exhaustive list of the Assumed Contracts:

Bakhorma, LLC

1. Collection Account Management Agreement, regarding Prospect, dated June 22, 2018, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including Bakhorma, LLC.
2. Distribution Agreement, regarding Prospect, dated September 27, 2018, between Gunpowder & Sky Distribution, LLC and Bakhorma, LLC.
3. Literary Purchase Agreement, regarding Prospect, dated October 7, 2016, between Bakhorma, LLC and Shep LLC.

BRON Creative Corp.

4. Collection Account Management Agreement, regarding Blackbird, dated June 12, 2015, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including BRON Creative Corp.
5. Collection Account Management Agreement, regarding The Nightingale, dated February 23, 2017, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, including BRON Creative Corp.
6. Sales Agent Side Letter Agreement, regarding Nightingale, dated February 23, 2017, between Nightingale Films Holdings Pty Ltd., FilmNation International, LLC, Cinefinance, LLC, Bron Creative Corp and Screen Australia, a statutory authority established by the *Screen Australia Act 2008 (Cth)*.
7. Loan and Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.
8. General Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.
9. Copyright Mortgage and Assignment; Power of Attorney, regarding My Abandonment, dated March 29, 2017, between My Abandonment and Bron Creative Corp.
10. Copyright Assignment and Notice of Ownership, regarding Fences, between Paramount Pictures Corporation and BRON Creative Corp.
11. Loan and Security Agreement, regarding Nightingale, dated November 18, 2016, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., and Bron Creative Corp.
12. General Security Agreement, regarding Nightingale, dated December 22, 2016, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., and Bron Creative Corp.

13. Priority Deed, regarding Nightingale, dated February 7, 2017, between BRON Creative Corp., Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Fulcrum Media Finance 3 PTY Ltd., and Fulcrum Media Finance 2 PTY Ltd.
14. Interparty Agreement, regarding Nightingale, dated February 16, 2017, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Screen Tasmania, Fulcrum Media Finance 3 PTY Ltd., Fulcrum Media Finance 2 PTY Ltd. and The Crown in Right of Tasmania.
15. Second Variation to the Interparty Agreement, regarding Nightingale, dated June 7, 2018, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Fulcrum Media Finance 3 PTY Ltd., and Fulcrum Media Finance 2 PTY Ltd.
16. Omnibus Amending Agreement, regarding Nightingale, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., and Cinefinance, LLC.
17. Second Omnibus Amending Agreement, regarding Nightingale, dated June 7, 2018, between, *inter alios*, Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., and Cinefinance, LLC.

BRON Creative Corp. & BRON Creative USA, Corp.

18. Assignment of Contracts Agreement, dated June 18, 2019, between Bron Creative Corp., and Bron Creative USA, Corp., together with all rights, titles, and interests assigned pursuant thereto, including under the Term Sheet, regarding Inner City, dated April 4, 2017, between Columbia Pictures Industries, Inc. and Bron Creative Corp.
19. Assignment Agreement, dated July 20, 2017, between Bron Creative Corp., and Bron Creative USA, Corp., together with all rights, titles, and interests assigned pursuant thereto, including under the Co-Financing Agreement dated March 22, 2016 between BRON Creative Corp. and Paramount Pictures Corporation and the proceeds thereof.

BRON Creative USA Corp.

20. Collection Account Management Agreement, regarding Green Knight, dated January 25, 2022, between Freeway CAM B.V, Stitching Freeway Custody, Green Knight Productions LLC, Off With Your Head LLB, A24 Distribution LLC, and BRON Creative USA, Corp.
21. Co-Finance Agreement, regarding The Good Liar, dated February 28, 2018, between BRON Creative USA, Corp. and New Line Productions, Inc.
22. Amended and Restated Financing Term Sheet, dated April 2, 2018, between BRON Creative USA Corp., BRON Studios USA, Inc., and Creative Wealth Media Lending LP.
23. Financing Agreement, regarding Green Knight, dated March 28, 2019, between A24 Distribution LLC and BRON Creative USA, Corp.
24. Investment Agreement, regarding Queen and Slim, dated April 30, 2019, between Royalty Holdings LLC and BRON Creative USA, Corp.

25. Amended and Restated Term Sheet dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA Inc. and Creative Wealth Media Lending LP 2016
26. Co-Financing and Distribution Term Sheet, regarding Rust City, dated May 3, 2019, between Columbia Pictures Industries Inc. and Bron Creative USA Corp.
27. Fatherhood Term Sheet, dated July 9, 2019, confirming the Agreement between Columbia Pictures Industries Inc. and Bron Creative USA, Corp.
28. Partnership Agreement for Hercules-Bron Creative Partnership, regarding Hercules, dated June 7, 2018, between Hercules Film Investors I, Inc. and Bron Creative USA Corp.
29. Limited Liability Company Agreement, dated November 16, 2018, between Bron Creative USA, Corp., Creative Wealth Media Lending Inc., and the Persons signing this Agreement as Members on counterpart signature pages for the Company, BRON Creative WB 1, LLC.
30. Administration Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc. and BRON Creative WB 1, LLC.
31. Letter Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc., BRON Creative WB 1, LLC and LPF (WB Blocker) Investment Corp.
32. Investment Agreement, dated January 2, 2020 between BCWB1 Blocker, Inc. and BRON Creative USA, Corp.
33. Priority Payment to Blocker Agreement dated January 2, 2020 between BCWB1 Blocker, Inc., BRON Creative USA, Corp., and Creative Wealth Media Equity Fund I LP.

BRON Creative USA Corp. & BRON Studios USA Inc.

34. Hercules Partnership Term Sheet, dated May 10, 2018, between BRON Creative USA Corp., BRON Studios USA, Inc., and Creative Wealth Media Lending LP 2016.
35. Amended and Restated Financing Term Sheet, regarding The Good Liar, dated April 2, 2018, between BRON Studios USA, Inc., BRON Creative USA Corp., and Creative Wealth Media Lending LP 2016.
36. Amended and Restated Financing Term Sheet, regarding Greyhound, dated February 28, 2018, between BRON Creative USA, Corp., BRON Studios USA, Inc. and Creative Wealth Media Lending LP 2016.
37. Amended and Restated Collection Account Management Agreement, dated October 4, 2018, between Freeway Cam B.V., Stitching Freeway Custody, BRON Studios USA Inc., My Abandonment, LLC, My Abandonment Productions Services Inc., Linda Reisman, Harrison Productions, Inc. f/s/o Anne Harrison, Anne Rosselini, BRON Creative Corp., First Look Productions, 18th Floor Studios, LLC, Still Rolling Productions, Inc. f/s/o Debra Granik, Endeavour Content, LLC, Screen Actors Guild- American Federation of Television and Radio Artists.

BRON Developments Inc. & Para Productions LLC

- 38. Option Purchase Agreement, regarding Parallel, dated June 25, 2015, between Bron Developments Inc. and Scott Blaszak.
- 39. Assignment of Contracts Agreement, regarding Parallel, dated October 4, 2016, between BRON Developments Inc. and Para Productions LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Option and Purchase Agreement dated June 25, 2015, between BRON Developments Inc., as producer, and Scott Blaszak, as owner, and Writer's Agreement dated March 31, 2016 between BRON Developments Inc., as producer, and Scott Blaszak, as writer.

BRON Everest Productions Inc.

- 40. Everest: The North Face Co-Financing/Distribution Term Sheet, dated April 4, 2021, between IMAX Corporation, BRON Everest Productions Inc., and NGC Network US, LLC.

BRON Life USA Inc. (BRON Legacy USA Inc.) & BRON Releasing USA Inc.

- 41. Sales Agent Agreement, regarding Playground, dated August 11, 2021, between BRON Life USA Inc. and BRON Releasing USA Inc.
- 42. Term Sheet, regarding Playground, dated May 19, 2021, between BRON Life USA Inc. and Trooper Entertainment, f/s/o David Caplan.

BRON Media Corp.

- 43. MasterKey Series Commercial Coverage, dated January 21, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.
- 44. Chubb Commercial Excess and Umbrella Insurance Agreement, dated January 30, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.
- 45. Inland Marine Insurance Film Producers Commercial Coverage, dated February 1, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.

BRON Media Corp., BRON Ventures 1, LLC & BRON Studios USA Inc.

- 46. Transactions and Settlement Agreement, dated October 27, 2021, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.
- 47. Second Amended and Restated Limited Liability Company Agreement for Media Res Studio, LLC, between Media Res Studio, LLC, and BRON Ventures LLC.

BRON Media Holdings Int. Corp & BRON Studios USA Inc.

- 48. Certificate of Liability Insurance, dated June 2, 2021, between FRONT Row Insurance Brokers, LLC and Bron Media Holdings Intl. Corp, Bron Studios USA Inc., BRON Studios UK Ltd, CMA Series Holdings UK Ltd, CMA Productions UK Ltd, and BRON Releasing UK Ltd.

BRON Media Holdings USA Corp.

- 49. Simple Agreement for Future Equity, between Subnation Media Inc. and Bron Media Holdings USA Corp.

BRON Releasing Inc. & BRON Animation Inc.

- 50. Collection Account Management Agreement, regarding Henchmen, dated March 1, 2021, between Fintage Collection Account Management B.V., Henchmen Productions, BRON Releasing Inc., BRON Animation, Inc., Creative Wealth Media Finance Corp., and SAG-AFTRA.

BRON Releasing Inc., BRON Ventures 1 Canada (Corp.) & BRON Creative USA, Corp.

- 51. Participation Agreement, regarding Hailey and the Hero Heart, dated April 24, 2020, between Creative Wealth Media Finance Corp., BRON Releasing Inc., Epic Story Media Distribution Inc., Hero Heart IP Holdco Inc., and Hunted Production Services Inc.

BRON Releasing USA Inc.

- 52. Sales Agent Agreement, regarding Fables, dated April 17, 2020, between BRON Releasing USA Inc. and Fables Holdings USA, LLC.
- 53. Sales/Advisory Services Letter Agreement, regarding Untitled Nicki Minaj Documentary Series, dated December 17, 2020, between BRON Releasing USA Inc. and Endeavor Content, LLC.
- 54. Co-Sales Representation Agreement, regarding National Anthem, dated January 26, 2022, between BRON Releasing USA Inc., William Morris Endeavor Entertainment, LLC, and National Anthem Holdings, LLC.
- 55. Sales Agent Agreement, regarding National Anthem, dated November 23, 2021, between National Anthem Holdings, LLC and BRON Releasing USA Inc.
- 56. Investor Agreement, regarding Loudmouth, dated June 28, 2021, between BRON Releasing USA Inc. and Loudmouth Documentary, LLC.

BRON Releasing USA Inc. & Solitary Holdings USA, LLC

- 57. Sales Agent Agreement, regarding Solitary, dated August 4, 2020, between Solitary Holdings USA, LLC and BRON Releasing USA Inc.

BRON Releasing USA Inc. & BRON Studios USA Inc.

- 58. Collection Account Management Agreement, regarding Needle in a Timestack, dated October 25, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Needle in a Timestack, LLC, Needle Production Services BC Inc., BRON Studios USA, Inc., BRON Releasing USA, Inc., Creative Wealth Media Lending LP 2016, Endeavor Content, LLC, Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America Inc, and Writers Guild of America, West, Inc.
- 59. Collection Account Management Agreement, dated April 3, 2023, regarding National Anthem, between Freeway Cam B.V., Stichting Freeway Custody, National Anthem Holdings, LLC, National Anthem Prodco, Inc., BRON Studios USA, Inc., BRON Releasing USA, Inc., Creative Wealth Media Finance Corp, William Morris Endeavor Entertainment, LLC, SAG-AFTRA, Directors Guild of America Inc., Writers Guild of America, West, Inc., Writers Guild of America, East, Inc., and Hercules Film Investors I (US), Inc.

60. Collection Account Management Agreement, regarding Pieces of a Woman, dated August 10, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Holding Pieces, LLC, Pieces Film, Inc, BRON Studios USA, Inc., Creative Wealth Media Lending LP 2016, BRON Releasing USA, Inc., Creative Artists Agency, LLC, and Comerica Bank.
61. Collection Account Management Agreement, regarding Parallel, dated July 19, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Para Productions BC Inc., Para Productions, LLC., Bron Studios USA Inc., Bron Releasing USA, Inc., Endeavor Content, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, SAG-AFTRA, and Directors Guild of America Inc.

BRON Releasing USA Inc. & Gossamer Holdings USA, LLC

62. Sales Agent Agreement, regarding Gossamer, dated April 21, 2020, between Gossamer Holdings USA, LLC and BRON Releasing USA Inc.

BRON Studios Inc.

63. Collection Account Management Agreement, regarding “Tell”, dated November 11, 2014 between Fintage Collection Account Management B.V., Humdinger International, LLC, Arclight Films International Pty Ltd (CAN 100 209 872), Bron Studios Inc., and Creative Wealth Media Finance Corp.
64. Writing Services Agreement, regarding “Into the Forest”, dated July 30, 2013, between SPD Productions, LLC, its assignees, licensees and designees, and Vos Productions, Ltd.
65. Option Purchase Agreement, regarding “House of Heroin” AKA “Muslim Mafia”, dated December 4, 2017, between First Look Productions, Inc. and Bron Studios, Inc. on the one hand, and Haroon Ullah on the other hand.
66. Amendment to Option Agreement, regarding “House of Heroin”, dated April 2, 2021, between Haroon Ullah on the one hand, and First Look Productions, Inc. and Bron Studios, Inc. on the other hand.
67. Notice of Option Extension, regarding “House of Heroin” AKA “Muslim Mafia”, dated June 7, 2021, between First Look Productions, Inc. and Bron Studios, Inc. on the one hand, and Haroon Ullah on the other hand.
68. Letter Agreement regarding NBA dated January 8, 2021, between Endgame Entertainment Company, LLC, Film 45, LLC, BRON Studios Inc., and the NBA Development League.

BRON Studios Inc. & BRON Studios USA Inc.

69. Product Declaration, regarding Queen and Slim, dated August 26, 2020, between Bron Studios Inc., Bron Studios USA Inc., and Bron Studios UK Ltd.

BRON Studios USA Inc.

70. Collection Account Management Agreement, dated 21 September, 2018, regarding Master Cleanse, between Freeway Cam B.V., Stichting Freeway Custody, Master Cleans, LLC, XYZ Films, LLC, Creative Wealth Media Finance Corp., BRON Studios USA, Inc., Alcide Bava Pictures Inc., and SAG-AFTRA.

71. Collection Account Management Agreement, dated March 25, 2019, regarding Assassination Nation, between Erostratus LA, LLC, Erostratus, LLC., BRON Studios USA Inc., Creative Wealth Media Finance Corp., Foxtail Entertainment, LLC, David the King, LLC, AXQG Corp., Three Point Capital, LLC, Phantom Four Productions, LLC, The Reasonable Bunch, Inc, William Morris Endeavor Entertainment, LLC, SAG-AFTRA, Writer's Guild of America, West, Inc., and Directors Guild of America Inc.
72. Collection Account Management Agreement, dated April 8, 2015, regarding Driftless Area, between Fintage Collection Account Management B.V., Bron Studios USA, Inc., Driftless Area LLC, Unified Pictures, Inc., Radiant Films International, LLC, Creative Wealth Media Finance Corp., SAG-AFTRA, and Mutressa Movies LLC.
73. Collection Account Management Agreement, regarding Tumbledown, dated July 18, 2014, between Fintage Collection Account Management B.V., Bron Studios USA, Inc., Tumbledown, LLC, Sierra/Affinity, LLC, Creative Wealth Media Finance Corp., Corner Piece Capital, LLC, Rebecca Hall, LLC, Ruby's Tuna, Inc., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc., Creative Artists Agency, Indigo Productions Inc., Grand Slam Investments Inc., Scott Byberg.
74. Binding Term Sheet, regarding Mad Solar, dated October 28, 2020, between Lake Effect Productions LLC, Scott Mescudi, Dennis Cummings and BRON Studios USA Inc., and any limited liability company agreement to which BRON Studios USA Inc. is a party related thereto.
75. Loan Agreement, regarding Blackhand, dated July 1, 2020, between BRON Studios USA Inc. and Blackhand Pictures LLC.
76. Limited Liability Company Agreement, dated July 1, 2020, between Blackhand Pictures LLC and BRON Studios USA Inc.
77. Little Lamb Agreement, dated December 6, 2021, between Bron Studios USA Inc. and Little Lamb Productions, Inc.
78. Common Stock Subscription Agreement, dated January 2022, between Little Lamb Productions, Inc. and BRON Studios USA Inc.
79. Certificate of Liability Insurance, dated June 2, 2021, between Front Row Insurance Brokers, LLC, Bron Media Holdings Intl. Corp, Bron Studios USA Inc, BRON Studios UK Ltd, CMA Series Holdings UK Ltd, CMA Productions UK Ltd, and BRON Releasing UK Ltd.
80. Certificate of Insurance, dated April 22, 2019, between Bron Studios Inc., BRON Holdings USA, Inc., Shadowplay Series Holdings UK Limited, Film United s.r.o. and Chubb Insurance Company of Canada, with Additional Insured Creative Wealth Media Equity Fund I LP.
81. Insurance – Confirmation of Binding, dated April 23, 2019.
82. Initial Limited Liability Company Operating Agreement for BRON Pictures Holdings, LLC, dated May 22, 2019, between BRON Studios USA Inc. and Blac USA Inc.
83. Collection and Account Management Agreement re: "Villains" dated December 4, 2019 between Freeway Cam B.V., Stitching Freeway Custody, Villains, LLC c/o BRON Studios, and Villains

Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.

84. Collection Account Management Agreement, regarding Meadowland, dated June 16, 2015, among Fintage Collection Account Management B.V., Meadowland Production Services, Inc., Meadowland Movie, LLC, K5 Media Group GmbH, William Morris Endeavor Entertainment LLC, The Gersh Agency, Creative Wealth Media Finance Corp., BRON Studios USA, Inc., Three Point Capital, LLC, Laleslig Films, LLC, Itaca Films S DE R.L. DE C.V., Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc. for itself and on behalf of the Writers Guild of America, East, Inc. and Gray Krauss Stratford Sandler Des Rochers LLP.
85. Bridge Loan Agreement, dated March 28, 2014, between BRON Studios USA Inc. and Tumbledown, LLC.

BRON Studios USA, Inc. & Brown Amy, LLC

86. Collection Account Management Agreement, regarding Beatriz at Dinner, dated June 22, 2017, among Freeway Cam B.V., Stichting Freeway Custody and those persons, firms or other entities specified in Schedule 1, each a Party, including Brown Amy, LLC, BRON Studios USA, Inc., Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Killer Content, Inc, Film Finances, Inc., Lewis M. Hendler, Sierra/Affinity LLC, Carmina Productions, William Morris Endeavor Entertainment, Creative Artists Agency, United Talent Agency, SAG-AFTRA, Writers Guild of America, West, Inc., and Directors Guild of America Inc.

BRON Studios USA, Inc. & Lucite Desk, LLC

87. Quitclaim Agreement, regarding Fair and Balanced, dated October 9, 2018, between Annapurna Productions, LLC, BRON Studios USA, Inc., and Lucite Desk LLC (provided that, the membership units in Lucite Desk LLC shall not constitute a Purchased Asset).
88. Collection Account Management Agreement, dated July 15, 2020, regarding Bombshell, between Freeway Cam B.B., Stichting Freeway Custody, Lucite Desk, LLC, BRON Studios USA Inc., Creative Wealth Media Finance Corp, Creative Wealth Media Lending LP 2016, Cast & Crew Financial Services, LLC, and Annapurna Productions, LLC.

BRON Studios USA, Inc. & Harry Haft Productions, Inc.

89. Collection and Account Management Agreement regarding “The Survivor” AKA “Harry Haft” dated May 10, 2021 between Freeway Cam B.V., Stichting Freeway Custody, Heavyweight Holdings, LLC, Harry Haft Productions, Inc., BRON Studios USA, Inc., Creative Wealth Media Equity Fund I LP, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP, 2016, Three Point Capital, LLC, New Mandate Films, LLC, Endeavour Content JB International, LLC, Endeavour Content, LLC, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writers Guild of America, West, Inc.

BRON Studios USA Inc. & Welcome to Me, LLC

90. Collection Account Management Agreement, regarding Welcome to Me, dated May 21, 2013, between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo

Entertainment, LLC, Media House Capital (Canada) Corp., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writer's Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East, Inc., Gary Sanchez Productions, LLC, Bron Studios USA, Inc., United Talent Agency, William Morris Endeavour Entertainment LLC.

91. Amendment to Collection Account Management Agreement, regarding Welcome to me, between Fintage between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Gary Sanchez Productions, LLC, and BRON Studios USA, Inc.
92. Second Amendment to the Collection Account Management Agreement, regarding Welcome to Me, dated May 31, 2018, between Fintage Collection Account Management B.V., Welcome To Me, LLC, Cargo Entertainment, LLC, Media House Capital (Canada) Corp., Film Finances, Inc., Screen Actors Guild-American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writer's Guild of America, West, Inc. for itself and on behalf of Writers Guild of America, East, Inc., Gary Sanchez Productions, LLC, Bron Studios USA, Inc., United Talent Agency, William Morris Endeavour Entertainment LLC.

BRON Studios USA Developments Inc. & Needle In A Timestack, LLC

93. Assignment Agreement, dated June 13, 2018, regarding Needle in a Timestack, dated June 13, 2018, between BRON Studios USA Developments Inc. and Needle in a Timestack, LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Screenplay Purchase Agreement dated as of May 1, 2018, and Quitclaim Agreement dated as of May 3, 2018, each entered into by BRON Studios USA Developments Inc.

BRON Ventures 1 LLC

94. Convertible Promissory Note, dated September 30, 2019, between NOW//with Ventures LLC and BRON Ventures 1 LLC.
95. Note Purchase Agreement, dated July 31, 2019, between NOW//with Ventures LLC, and any successor entity thereto pursuant to any corporate reorganization, and the persons and entities whose name appear on the signature pages hereto, including BRON Ventures 1 LLC.
96. Securities Purchase Agreement, dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.
97. Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.
98. Subscription Agreement, dated May 2, 2019, between PictureStart LLC and the undersigned purchaser, BRON Ventures 1 LLC.

BRON Ventures 1 (Canada) Corp.

99. Investment Agreement, dated September 26, 2018, between Epic Story Media Inc. and BRON Ventures 1 (Canada) Corp.

- 100. Promissory Note, dated September 26, 2018, between Epic Story Media Inc. and Bron Ventures 1 (Canada) Corp.
- 101. Shareholders' Agreement, dated September 26, 2018, between Epic Story Media Inc., Epic Story Investments Inc., and Bron Ventures 1 (Canada) Corp.

Brown Amy, LLC

- 102. Option Agreement regarding Beatriz at Dinner, dated July 18, 2016, between Go Mike Go, Inc. and Brown Amy LLC.
- 103. Option Exercise Letter, regarding Beatriz at Dinner, dated July 29, 2016, between GO Mike Go and Brown Amy LLC, whereby Brown Amy elects to exercise the Option under the Option Agreement dated July 18, 2016.
- 104. Non-Theatrical Distribution Agreement regarding Beatriz at Dinner, dated May 12, 2017, between Entertainment In Motion Inc. and Brown Amy LLC by its exclusive agent, Sierra/Affinity, LLC.
- 105. Distribution Agreement regarding Beatriz at Dinner, dated May 10, 2017, between Buena Vista International, Inc. and Brown Amy LLC.
- 106. License Agreement regarding Beatriz at Dinner, dated March 1, 2017, between Brown Amy LLC, and Myndform EHF.
- 107. License Agreement regarding Beatriz at Dinner, dated April 4, 2017, between Brown Amy LLC and Eagle Films Middle East LLC.
- 108. License Agreement regarding Beatriz at Dinner, dated June 6, 2017, between Brown Amy LLC, and MVP VIVA (FZC).
- 109. Motion Picture Distribution Agreement, regarding Beatriz at Dinner, dated January 27, 2017 between Brown Amy, LLC, and Roadside Attractions LLC and Filmnation Features, LLC.
- 110. License Agreement regarding Beatriz at Dinner, dated March 8, 2017, between Brown Amy LLC, and Ster-Kinekor Entertainment, a division of Primedia Pty Ltd.
- 111. License Agreement regarding Beatriz at Dinner, dated February 22, 2017, between Brown Amy LLC, and Fabula Medya A.S.
- 112. License Agreement regarding Beatriz at Dinner, dated April 24, 2017, between Brown Amy LLC, and CDC International SARL.

Drunk Parents, LLC

- 113. Collection Account Management Agreement, dated December 14, 2016, between Freeway CAM B.V.; Stichting Freeway Custody; Drunk Parents, LLC; Drunk Parents Productions Inc.; Drunk Parents Production Services, Inc.; Fortitude International, Inc.; Creative Wealth Media Finance Corp; Three Point Capital, LLC; Screen Actors Guild – American Federation of Television and Radio Artists; Writers Guild of America, West, Inc.; Directors Guild of America Inc.; Film Finances, Inc.; Turk Bev Productions, Inc. FSO Alec Baldwin; Dos Lunas, Inc. FSO Salma Hayek.

114. Letter and Standard Terms of the non-theatrical agreement, dated January 3, 2019, between Drunk Parents, LLC and Terry Steiner International, Inc. with respect to the pictures and/or television programmes specified in Exhibit A.
115. Settlement Agreement, dated May 14, 2019 between Kino Swiat Sp. Z.o.o. and Fortitude International, Inc. as sales agent for Drunk Parents, LLC and as successor in interest to Cinephil France S.A.S.
116. Content Acquisition Agreement, dated July 3, 2019, between Universal Pictures Visual Programming Limited and Drunk Parents, LLC.
117. Distribution Agreement, dated December 18, 2018, between Drunk Parents, LLC and Vertical Entertainment, LLC and all its successors, assignees, licensees and/or sublicenses.
118. Sales Agency Agreement, dated December 1, 2015, between Drunk Parents, LLC, and Fortitude International, Inc.

Fables Holdings USA, LLC

119. Assignment and Assumption Agreement, regarding Fables, dated May 1, 2020, between Little Lamb Productions, Inc., and Fables Holdings USA, LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Writing Agreement between Little Lamb Productions, Inc. and Kyra Noonan dated April 28, 2020, and all other writing/consulting/development agreements in connection with the audiovisual project titled “Fables” entered into by Little Lamb Productions, Inc.

Fables Holdings USA, LLC & BRON Releasing USA Inc.

120. Sales Agent Agreement, regarding Fables, dated April 17, 2020, between Fables Holdings USA, LLC and BRON Releasing USA Inc.

Fonzo, LLC

121. Payment Agreement regarding Capone, dated July 9, 2020, between Roadshow Films Pty Ltd. and Fonzo LLC, and Comerica Bank, regarding the Distribution Agreement dated May 5, 2020 between Fonzo, LLC and Roadshow Films Pty Ltd.
122. License Agreement regarding Capone, dated May 16, 2017, between Jellyfish Bloom, LLC, Fonzo LLC, and Garsu Pasauloi Irasai.
123. License Agreement regarding Capone, dated May 14, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and The Searchers NV.
124. License Agreement regarding Fonzo, dated April 16, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and UCFTI, Inc.
125. License Agreement regarding Capone, dated June 8, 2020 between Endeavour Content JB, LLC (f/k/a Jellyfish Bloom, LLC), Fonzo LLC, and Blitz d.o.o.
126. Master Film License Agreement regarding Fonzo, dated January 30, 2017, between Fonzo LLC and Freeway Entertainment Kft. with Exhibits 3, 4, and 6.

127. International Multiple Rights Distribution Agreement regarding Capone, dated May 7, 2020, between Fonzo, LLC and Leonine Licensing AG.
128. License Agreement regarding Capone, dated December 16, 2021, between William Morris Endeavour Entertainment, LLC, Fonzo, LLC, and ADS Services KFT.
129. License Agreement regarding Fonzo, dated March 16, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and SENA.
130. License Agreement regarding Fonzo, dated February 24, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and PT Prima Cinema Mutimedia.
131. Distribution Agreement regarding Capone, dated December 1, 2021, between Fonzo LLC, and America Video Films S.A.
132. License Agreement regarding Fonzo, dated February 14, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and Selim Ramia & Co.
133. License Agreement regarding Capone, dated May 18, 2020, between Endeavour Content JB, LLC (f/k/a Jellyfish Bloom, LLC), Fonzo, LLC, and Monolith Films SP Z.O.O.
134. Assignment of Sub-License Agreements, dated February 8, 2021, between Fonzo, LLC and Kristola Film & TV (UK) Limited.
135. Master Film License Agreement, regarding Fonzo, dated January 30, 2017, between Fonzo, LLC and Kristola Film & TV (UK) Limited, with Exhibits 1 and 2.
136. License Agreement regarding Fonzo, dated September 18, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Disenire Ltd.
137. Amendment No. 2 to License Agreement regarding Capone, dated July 30, 2020, between Endeavour Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and Disenire Ltd.
138. License Agreement regarding Fonzo, dated February 21, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and Star Media Entertainment.
139. Amendment No. 1 to License Agreement regarding Fonzo, dated July 13, 2020, between Endeavour Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and Star Media Entertainment.
140. License Agreement regarding Fonzo, dated January 16, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Fox Networks Group Asia Pacific Limited.
141. License Agreement regarding Fonzo, dated February 25, 2019, between Jellyfish Bloom, LLC, Fonzo, LLC, and Empire Entertainment, a Tiso Blackstar Group Brand (f/k/a Times Media Films A Division of Times Media (Pty) Limited).
142. License Agreement regarding Capone, dated January 22, 2021, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and Comunidad Filmin SL.

- 143. License Agreement regarding Fonzo, dated December 11, 2017, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Fonzo, LLC, and Elite Film AG.
- 144. License Agreement regarding Fonzo, dated March 1, 2017, between Jellyfish Bloom, LLC, Fonzo, LLC, and TME Icerik Produksiyon A.S.
- 145. Amendment to License Agreement regarding Fonzo, dated August 20, 2020, between Endeavor Content JB, LLC (f/k/a/ Jellyfish Bloom, LLC), Fonzo, LLC, and TME Icerik Produksiyon A.S
- 146. License Agreement dated January 9, 2018, between Jellyfish Bloom, LLC, Fonzo, LLC, and Entertainment Film Distributors Ltd.
- 147. Quitclaim Agreement, regarding Fonzo, dated January 16, 2018, between Fonzo, LLC and its assignees and/or successors in interest, and AI Film Entertainment and its assignees and/or successors, and Lawrence Bender Productions, Inc.

Fonzo, LLC & BRON Studios USA Developments Inc.

- 148. Assignment of Contracts Agreement, regarding Fonzo, dated February 8, 2018, between BRON Studios USA Developments Inc. and Fonzo, LLC.

Fonzo, LLC & Fonzo Production Services, Inc. & BRON Studios USA, Inc.

- 149. Collection Account Management Agreement, regarding “Fonzo” AKA “Capone”, dated January 21, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Fonzo, LLC, Fonzo Production Services, Inc., Bron Studios USA, Inc., Lawrence Bender Productions, Inc, Addictive Pictures, Inc., Endeavor Content JB, LLC AKA Jellyfish Bloom, LLC, Endeavor Content, LLC, Creative Wealth Media Lending LP 2016, Three Point Capital Louisiana, LLC, Blueberry Hill Films, Inc. F/S/O Joshua Trank, Little Black Doc, Inc. F/S/O Tom Hardy, SAG-AFTRA, Director’s Guild of America Inc., and Writers Guild of America, West, Inc.

Front Runner, LLC

- 150. Distribution Agreement regarding The Front Runner, dated May 17, 2018, between Sony Pictures Worldwide Acquisitions Inc. and Front Runner, LLC.

Gossamer Holdings USA, LLC

- 151. Marketplace Distribution Agreement, dated March 14, 2023, regarding Gossamer, between Epic Games Inc. and Gossamer Holdings USA, LLC.
- 152. Exhibit A.1 of the Marketplace Distribution Agreement, regarding Gossamer, dated March 14, 2023, between Gossamer Holdings USA, LLC and Epic Games Inc.

Green Moon Inc. & Bakhorma, LLC

- 153. Collection Account Management Agreement, regarding “Prospect”, dated June 22, 2018, between Freeway Cam B.V., Stichting Freeway Custody, Bakhorma, LLC, Green Moon Inc, The Realm Productions USA, LLC, Shep, LLC, Weitz Brothers Productions, Inc, Ground Control Entertainment, Inc., Creative Wealth Media Finance Corp., Film Finances Canada Ltd, William Morris Endeavor Entertainment LLC, and SAG-AFTRA.

Harmon Films, LLC

- 154. License Agreement, regarding “Monster”, dated August 11, 2021, between Kanopy Inc. and Harmon Films, LLC.
- 155. License Agreement, regarding “Monster”, dated September 22, 2020, between Netflix, Inc. and Harmon Films, LLC.
- 156. Sales Agent Agreement, regarding “Monster”, dated April 15, 2016, between William Morris Endeavor Entertainment, LLC and Harmon Films, LLC.
- 157. Writing Agreement, regarding “Monster”, dated June 5, 2013, between Tonik Productions, LLC and Heygood Images Productions, Inc.
- 158. Amendment to Writing Agreement, regarding “Monster”, dated February 10, 2017, between Tonik Productions, LLC and Heygood Images Productions, Inc., whereby Tonik shall assign all of its right, title, and interest, and all obligations and responsibilities under the Agreement, to Harmon Films, LLC.
- 159. Short Form Assignment, regarding “Monster”, dated August 23, 2016 between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.
- 160. Amendment to Short Form Assignment, regarding “Monster” AKA “All Rise”, dated June 20, 2019, between Tonik Productions, Inc. and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.
- 161. Short Form Assignment, regarding “Monster”, dated July 21, 2016 between Tonik Productions, LLC and Charlevoix Entertainment, LLC on the one hand, and Harmon Films, LLC on the other hand.
- 162. Amendment to Short Form Assignment, regarding “Monster”, dated June 20, 2019, between Tonik Productions, Inc. and Harmon Films, LLC, amending the Short Form Assignment dated July 21, 2016.
- 163. Amendment to Short Form Assignment, regarding “Monster”, dated October 17, 2016, between ToniK Productions, Inc. and Harmon Films, LLC, amending the Short Form Assignment dated July 21, 2016.
- 164. Polish Agreement, regarding “Monster”, dated April 27, 2016, between Harmon Films, LLC and Janece Shaffer.
- 165. Credit Amendment to Polish Agreement, regarding “Monster”, dated March 21, 2019, between Harmon Films, LLC and Janece Shaffer, amending the Polish Agreement, dated April 27, 2016.

Harmon Films, LLC & Harmon Monster Films, Inc.

- 166. Collection Account Management Agreement, regarding Monster, dated September 7, 2017, between Freeway Cam B.V., Stichting Freeway Custody, and Harmon Monster Films, LLC, Harmon Monster Films, Inc., Tonik Productions, LLC, William Morris Endeavor Entertainment,

LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Three Point Capital, LLC, Bron Studios USA Inc., DC Investing, LLC, Linnea Roberts, Charlevoix Entertainment, LLC, Capstone Credit, LLC, SAG-AFTRA, Directors Guild of America, and Gray Krause Stratgord Sandler Des Rochers LLP.

167. First Amendment to the Collection Account Management Agreement “Monster”, regarding “Monster”, dated December 16, 2021, between Freeway Cam B.V., Stichting Freeway Custody, Harmon Films, LLC, Harmon Monster Films, Inc., Tonik Productions, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Three Point Capital, LLC, Bron Studios USA Inc., DC Investing, LLC, Linnea Roberts, Charlevoix Entertainment, LLC, Capstone Credit, LLC, SAG-AFTRA, and Directors Guild of America

Heavyweight Holdings, LLC

168. License Agreement, dated September 27, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Benelux Film Investments, B.V.
169. Amendment No. 1 to the License Agreement dated January 18, 2022 between Heavyweight Holdings, LLC, WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC f/k/a/ Jellyfish Bloom International, LLC) acting as Sales Agent on behalf of Licensor, and Benelux Film Investments B.V.
170. License Agreement, dated January 8, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Heavyweight Holdings, LLC, and Latvian Theatrical Distribution Ltd.
171. Short Form License Agreement-“Harry Haft”, dated October 3, 2019, between Heavyweight Holdings, LLC, and Elevation Pictures Corp., executed in accordance with and subject to the terms of the Distribution Agreement dated as of August 15, 2019 between Heavyweight Holdings, LLC and Elevation Pictures Corp.
172. License Agreement, dated May 19, 2022, between WME Legacy International, LC (f/k/a/ Endeavour Content International JB, LLC, Heavyweight Holdings, LLC, and Beijing Xiaoming Zhumeng Data Service Ltd.
173. License Agreement, dated October 3, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Sena.
174. License Agreement, dated October 1, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and PT Falcon.
175. Master Film License Agreement – “Harry Haft”, dated June 3, 2019 between Heavyweight Holdings, LLC and Freeway Entertainment Kft.
176. License Agreement, dated August 15, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Selim Ramia & Co.
177. License Agreement, dated November 21, 2019, between Jellyfish Bloom International, LLC, Heavyweight Holdings, LLC, and Focus Entity Capital LLP.

178. License Agreement, dated September 12, 2020, between Endeavour Content JB International, LLC (f/k/a Jellyfish Bloom International, LLC), Heavyweight Holdings, LLC, and Prorom Entertainment B.V.,
179. Amendment No. 1 to License Agreement, dated January 12, 2022, between Heavyweight Holdings, LLC, WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC), and Prorom Entertainment B.V.
180. Master License Agreement, dated January 19, 2022 between Heavyweight Holdings, LLC and Film & TV House Limited.
181. Distribution Agreement, dated April 12, 2022, between WME Legacy International, LLC (f/k/a Endeavour Content JB International, LLC), Heavyweight Holdings, LLC, and Sun Distribution Groups S.A.
182. License Agreement, dated August 11, 2022, between WME Legacy International, LLC (f/k/a Endeavour Content International JB, LLC), Heavyweight Holdings, LLC, and Empire Entertainment, a division of Arena Holdings (Pty) Ltd.
183. License Agreement dated October 6, 2021, between Heavyweight Holdings, LLC, BRON Studios and Home Box Office, Inc. on behalf of itself and WarnerMedia Direct, LLC.

I Am Pink Productions, LLC & BRON Releasing USA Inc.

184. Sales Agent Agreement, regarding Untitled Nicki Minaj Documentary Series, dated August 17, 2018, between I Am Pink Productions, LLC and BRON Releasing USA Inc.

Lucite Desk LLC

185. Assignment Agreement, regarding Untitled Charles Randolph Project, dated August 26, 2018, between Freddie Sportello, LLC and Lucite Desk LLC, together with all rights, titles, and interests assigned pursuant thereto, including under the Writer Agreement dated as of December 5, 2016 between Freddie Sportello, LLC and Prolefeed, Inc.
186. Co-Production and Distribution Agreement, regarding Bombshell, dated December 1, 2018, between Lucite Desk LLC and Lions Gate Films Inc.

Needle In A Timestack, LLC

187. Acquisition Agreement, regarding Needle in a Timestack, dated February 1, 2021, between Needle in a Timestack, LLC and Lions Gate Films Inc.
188. Amendment No. 1 to Acquisition Agreement, regarding Needle in a Timestack, dated March 4, 2021 between Lions Gate Films Inc. and Needs in a Timestack, LLC.
189. Amendment No. 2 to Acquisition Agreement, regarding Needle in a Timestack, dated April 7, 2021 between Lions Gate Films Inc. and Needle in a Timestack.
190. Amendment No. 3 to Acquisition Agreement, regarding Needle in a Time stack, dated June 30, 2021, between Lions Gate Films Inc. and Needle in a Timestack, LLC.

- 191. Literary Material Option/Purchase Agreement, regarding Needle in a Timestack, dated January 26, 2015, between Miramax Development, LLC and Agberg, LTD.
- 192. Literary Option Agreement, regarding Needle in a Timestack, dated March 1, 2018, between Startling Inc., Agberg, Ltd., and Robert Silverberg.
- 193. Assignment Agreement, regarding Needle in a Timestack, dated May 3, 2018, between Startling, Inc. and Needle in a Timestack, LLC.

Oakland Pictures Holdings, LLC

- 194. The agreement between Oakland Pictures Holdings, LLC and The Town Media, LLC in respect of Once Upon a Time in Oakland as well as the Sales Agency Agreement between Oakland Pictures Holdings, LLC and BRON Releasing USA Inc to the extent either can be located.

October Series Holdings, LLC

- 195. Acquisition Agreement – Principle Terms, regarding “Reggie”, dated June 17, 2022 between Amazon Alternative LLC and October Series Holdings, LLC.

Para Productions, LLC

- 196. Deal Memorandum, regarding Parallel, dated December 17, 2021, between Para Productions LLC and Capelight Pictures OHG.
- 197. Deal Memorandum, regarding Parallel, regarding Parallel, between Para Productions LLC and Front Row.
- 198. Deal Memorandum, regarding Parallel, dated November 15, 2022, between Para Productions LLC and You Planet Pictures.
- 199. Distribution Agreement, regarding Parallel, dated October 12, 2020, between Para Productions, LLC and Vertical Entertainment, LLC.
- 200. Deal Memorandum, regarding Parallel, between Para Productions LLC and M2 Films.
- 201. Deal Memorandum, regarding Parallel, dated January 22, 2021, between Para Productions LLC and 101 Films Limited.
- 202. Deal Memorandum, regarding Parallel, dated June 2022, between Para Productions LLC and Nonstop Entertainment AB.
- 203. Deal Memorandum, regarding Parallel, dated April 7, 2021, between Para Productions LLC and Program Store.
- 204. Deal Memorandum, regarding Parallel, between Para Productions LLC and Entermode Corp.

Robin Hood Digital USA, LLC

205. Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.

Surrounded Holdings USA LLC

206. Acquisition - Distribution Term Sheet, regarding Surrounded, dated February 16, 2021, between Metro-Goldwyn-Mayer Pictures Inc., Surrounded Holdings USA, LLC, and BRON Studios USA, Inc.

Tully Productions, LLC

207. Sales Agent Agreement, regarding Tully, dated May 4, 2017, between William Morris Endeavor Entertainment, LLC and Tully Productions, LLC.
208. Option and Purchase Agreement, regarding Tully, dated June 26, 2016, between Tully Productions, LLC and Brook Maurio, pka Diablo Cody.
209. Collection Account Management Agreement, regarding Tully, dated January 5, 2018, between Freeway Cam B.V. Stichting Freeway Custody, Tully Productions BC Inc., Tully Productions, LLC, Watch Out For Bears Productions Inc, D&D Filmed Productions, Inc., Sierra/Affinity, LLC, William Morris Endeavor Entertainment, LLC, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP 2016, Comerica Bank, National Bank of Canada, Film Finances Canada Ltd, Screen Actors Guild-American Federation of Television and Radio Artists, Writers Guild of America, West, Inc., Directors Guild of America Inc, and Three Point Capital, LLC.
210. Exclusive Territorial Distribution Agreement, regarding Tully, dated July 27, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Studiocanal PTY Limited.
211. License Agreement, regarding Tully, dated June 10, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and The Searchers.
212. License Agreement, regarding Tully, dated October 16, 2017, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Vertical Distribution Limited.
213. License Agreement, regarding Tully, dated May 12, 2017, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Paradise Film Distribution Company.
214. Distribution Agreement, regarding Tully, dated June 12, 2017, between Tully Productions, LLC and Focus Features LLC.
215. License Agreement, regarding Tully, dated September 14, 2016, between Tully Productions LLC and E Stars Films LTD.
216. License Agreement, regarding Tully, dated August 17, 2016, between Tully Productions LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and PT ATHALI SUKSES MAKMUR.

- 217. License Agreement, regarding Tully, dated June 1, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Sun Distribution Group S.A.
- 218. License Agreement, regarding Tully, dated August 23, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and MVP VIVA (FZC).
- 219. License Agreement, regarding Tully, dated August 16, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Scanbox Entertainment Film Rights APS.
- 220. License Agreement, regarding Tully, dated November 29, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and M Pictures Co., LTD.
- 221. License Agreement, regarding Tully, dated August 18, 2016, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Tanweer Films FZ, LLC.
- 222. License Agreement, regarding Tully, dated July 11, 2017, between Tully Productions, LLC, Sierra Affinity LLC as the exclusive sales agent for Licensor, and Soundspace International LTD.

TWWMD Holdings, LLC

- 223. Assignment, regarding “Those Who Wish Me Dead”, dated June 6, 2019, between TWWMD Holdings, LLC and New Line Productions, Inc.
- 224. Purchase and Distribution Agreement, regarding “Those Who Wish Me Dead”, dated May 16, 2019, between TWWMD Holdings, LLC and New Line Productions, Inc.
- 225. Quitclaim Agreement, regarding “Those Who Wish Me Dead”, dated May 1, 2019, between New Line Productions, Inc. and TWWMD Holdings, LLC.
- 226. Option Agreement, regarding “Those Who Wish Me Dead”, dated April 5, 2019 between Michael Koryta and TWWMD Holdings, LLC.

TWWMD Holdings, LLC & BRON Studios USA, Inc.

- 227. Amendment No. 1 to Purchase and Distribution Agreement, regarding “Those Who Wish Me Dead”, dated February 1, 2021, among TWWMD Holdings, LLC, New Line Productions, Inc., and Bron Studios USA, Inc.

Villains Pictures, LLC

- 228. Non-Theatrical Rights Distribution Agreement, regarding Villains, dated August 2, 2019, between Villains Pictures, LLC and Terry Steiner International, Inc.
- 229. Distribution Agreement, regarding Villains, dated August 15, 2019, between Gunpowder & Sky Distribution, LLC and Villains Pictures, LLC.
- 230. Distribution Agreement, regarding Villains, dated August 6, 2019, between Sony Pictures Worldwide Acquisitions Inc. and Villains Pictures, LLC.

Villains Productions Services, Inc.

- 231. Collection Account Management Agreement, regarding "Villains", dated December 4, 2019, between Freeway Cam B.V., Stitching Freeway Custody, Villains, LLC c/o BRON Studios, and Villains Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.

Welcome to Me, LLC

- 232. Acquisition Agreement, regarding Welcome to Me, dated May 1, 2015, effective as of September 7, 2014, between Our Alchemy, LLC and Welcome to Me, LLC.
- 233. Amendment No. 1 to Acquisition Agreement, dated July 25, 2018, between Our Alchemy, LLC and Welcome to Me, LLC.
- 234. License Agreement, regarding Welcome to Me, dated April 30, 2015, between Universal City Studios Productions LLLP, Cargo Entertainment, LLC, and Welcome to Me, LLC.
- 235. Screenplay Option Purchase Agreement, regarding Welcome to Me, dated June 21, 2013, between Welcome to Me, LLC, a WGA Signatory and Eliot Laurence.
- 236. Sales Agency Agreement, regarding Welcome to Me, dated May 21, 2013, between Cargo Entertainment, LLC and Welcome to Me, LLC.
- 237. Producer Representation Agreement, regarding Welcome to Me, dated June 17, 2013, between United Talent Agency, Inc. and Welcome to Me, LLC.

SCHEDULE “C”

PURCHASED ASSETS

All of the Vendors’ and, to the extent applicable pursuant to Section 9.1, all of the Vendor Controlled Subsidiaries’, right, title, benefit and interest in, in to and under:

1. all cash on hand, cash equivalents, bank or other deposits (including security deposits), prepaid expenses, prepayments, deferred assets, refunds, credits or overpayments;
2. all Books and Records;
3. all tangible and intangible personal property, including all furniture, fixtures, equipment, marketing materials, merchandise and other personal property;
4. all Projects, all versions and/or episodes thereof in any and all stages of development, production and/or post-production, all rights throughout the world therein and thereto, and all properties and things of value pertaining to such Projects, including all rights of every kind and nature in and to the literary or other works and/or other rights upon which any Project is or may be based; all marketing and promotional materials in any and all media respecting such Projects; all works prepared in connection with the exercise of any of the collateral, derivative, allied, ancillary and subsidiary rights respecting such Projects; all results and proceeds of any employee, independent contractor or other third party providing services in connection with such Projects (including, without limitation, all writers, directors, cast, producers, directors of photography, editors and/or other creative, artistic or technical staff); all physical and/or digital properties or assets of every kind and nature in any and all media relating to such Projects (including, all equipment and materials necessary to provide development, pre-production, production, post-production and/or graphic design services, digital art, graphics, images, text, cryptocurrencies, utility tokens, security tokens, non-fungible tokens (NFTs), virtual and blockchain-based assets, digital stocks and digital collectables and features); all rights to perform, copy, record, re-record, produce, reproduce and/or synchronize any or all audio, music and musical compositions created for, used in or to be used in connection with such Projects; all Books and Records respecting such Projects; and all copyrights (including any renewal rights), moral rights, urls, and trademarks related thereto, and all exploitation, collateral, derivative, allied, ancillary and subsidiary rights related to all of the foregoing and the right to receive and retain all revenues respecting or derived from all of the foregoing;
5. all rights in and to any musical compositions and/or sound recordings whether used on Projects or otherwise;
6. all Accounts Receivable;
7. all of the Assumed Contracts, provided that such benefit shall not be sold, transferred and assigned until the relevant Assumed Contract becomes an Assumed Contract in accordance with Article 2;
8. all Intellectual Property owned or licensed by the Vendors;
9. the proceeds of any and all refunds, credits and/or other benefits that may be due to the Vendors from Canada Revenue Agency, from any provincial tax authorities or any equivalent authorities at any level of government in any other jurisdictions in which the Vendors operate except for any tax rebate proceeds assigned by Fables Productions BC Inc. and Gossamer Productions BC Inc. to Three Point Capital Holdings LLC;

10. to the extent transferrable, all orders, Authorizations, approvals, licenses or permits of any Governmental Authority, owned, held or used by the Vendors;
11. all claims, actions, causes of action, indemnities, warranties, guarantees, rights of recovery, rights of set-off and rights of recoupment of the Vendors;
12. all proceeds payable to the Vendors under any policies of insurance to the extent such policies relate to any Purchased Asset or any of the Assumed Liabilities;
13. all customer guarantees, customer notes, security agreements, financing statements under applicable personal property security legislation, customer deposits or collateral, filings or property securing customer obligations;
14. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities: Media Res Studio LLC; Picturestart, LLC; Emjag Productions, Inc.; NOW//with Ventures LLC; and VideoShop;
15. all of the issued and outstanding shares, equity securities or membership interests or units, in the capital of Epic Story Media Inc., including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities;
16. all of the issued and outstanding shares in the capital, equity securities or membership interests or units, of the following entities, including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities: Mad Solar Productions, LLC; Blackhand Pictures, LLC; and Little Lamb Productions, Inc.;
17. all of the issued and outstanding shares in the capital, equity securities or membership interests or units of Subnation Media Inc., including any securities convertible into or options, equity-based awards or other rights, agreements or commitments that are convertible into or exchangeable for such shares, membership interests or units or any other securities;
18. all partnership interests or units of Hercules-Bron Creative Partnership, including rights, agreements or commitments that are convertible into or exchangeable for such partnership interests or units;
19. all Warranties;
20. all Transferred Permits;
21. all software, firmware, middleware, computer programs, applications, interfaces, tools, operating systems, software code of any nature, (including all object code, source code, interpreted code, data files, rules, definitions and methodology derived from the foregoing), together with all processes, technical data, build scripts, test scripts, script and animation data, algorithms, APIs, subroutines, techniques, operating procedures, screens, user interfaces, report formats, development tools, templates, menus, buttons, icons and user interfaces, and any derivations, updates, enhancements and customization of any of the foregoing, electronic data, databases and data collections, computer hardware, equipment, licenses, and documentation therefor and rights therein used in respect of the other Purchased Assets, and any other information technology systems, resources and information,

owned by the Vendors and used in respect of the Purchased Assets, including all electronic data processing systems, programs, specifications, networks, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, technical manuals, training manuals, programming comments, other work products used to design, plan, organize and develop any of the foregoing, and other related material; and

22. without limiting the generality of the foregoing, all of the following Contracts: License Agreement, regarding Drunk Parents, dated November 7, 2018 between Roadshow Films PTY Ltd. and Fortitude International, Inc. (on behalf of Drunk Parents, LLC); International Distribution License Agreement, regarding Drunk Parents, dated February 1, 2016 between Fortitude International Inc. (on behalf of Drunk Parents, LLC) and Benelux Film Investments B.V.; International Distribution License Agreement, regarding Drunk Parents, dated February 28, 2019 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and VVS Films; International Distribution License Agreement, regarding Drunk Parents, dated December 15, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and Focus Entity Capital LLP; Amendment to Distribution Agreement, regarding Drunk Parents, dated January 13, 2018 between Fortitude International Inc. (on behalf of Drunk Parents, LLC) and Focus Entity Capital LLP; International Distribution License Agreement, regarding Drunk Parents, dated January 29, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and JIL Kft; International Distribution License Agreement, regarding Drunk Parents, dated January 22, 2016 between Krisolta Film & TV (UK) Limited and Tanweer Alliances S.A.; International Distribution License Agreement, regarding Drunk Parents, dated December 15, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and SamFilm; International Distribution License Agreement, regarding Drunk Parents, dated November 16, 2015 between Freeway Entertainment Kft. and Impossible Films Pvt. LTD; International Distribution License Agreement, regarding Drunk Parents, dated November 13, 2015 between Fortitude International Inc. and Prima Cinema Multimedia; International Distribution License Agreement, regarding Drunk Parents, dated November 13, 2015 between Fortitude International Inc. and United Champs Assets; International Distribution License Agreement, regarding Drunk Parents, dated June 1, 2016 between Freeway Entertainment Kft. and United King Films Ltd.; International Distribution License Agreement, regarding Drunk Parents, dated November 8, 2015 between Fortitude International Inc. and Falcon Films International (Off-Shore); Amendment II to Distribution Agreement, regarding Drunk Parents, dated January 13, 2018 between Fortitude International Inc. and Falcon Films International (Off-Shore); International Distribution License Agreement, regarding Drunk Parents, dated November 24, 2015 between Fortitude International Inc. and OctoArts Films; International Distribution License Agreement, regarding Drunk Parents, dated January 26, 2016 between Cinephil France S.A.S. and Kino Swiat Ps. Z.o.o; Settlement Agreement, regarding Drunk Parents, dated May 14, 2019 between Kino Swiat Sp. Z.o.o and Fortitude International. Inc. (as sales agent for Drunk Parents, LLC, and as successor in interest to Cinephil France S.A.S.); International Distribution License Agreement, regarding Drunk Parents, dated November 16, 2015 between Krisolta Film & TV (UK) Limited and NOS Lusomundo Audiovisuais, SA; International Distribution License Agreement, regarding Drunk Parents, dated November 8, 2015 between Fortitude International Inc. and FILMDOM MEDIA; International Distribution License Agreement, regarding Drunk Parents, dated March 2, 2016 between Fortitude International, Inc. (on behalf of Drunk Parents, LLC) and Soundspace International Limited; Distribution License Agreement, regarding Welcome to Me, dated July 10, 2013, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Modus Vivendi Inc. in the care and control of its European Agent, Pueblo Film AG; Distribution License Agreement, regarding Welcome to Me, dated July 10, 2013, between Cargo Entertainment, LLC, (as an agent for Welcome to Me), LLC and SAM Film; Distribution License Agreement, regarding Welcome to Me, dated June 11, 2013,

between GEM Entertainment Kft. And Forum Film Ltd; Deal Memorandum, regarding Welcome to Me, between GEM Entertainment Kft. and Leone Film Group; Deal Memorandum, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Phoenicia Pictures International; Distribution License Agreement, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Aqua Group, Inc.; Distribution License Agreement, regarding Welcome to Me, between Cargo Entertainment, LLC, (as an agent for Welcome to Me, LLC) and Vertigo Releasing Limited; and Distribution Agreement, regarding Welcome to Me, dated July 29, 2013, between D Films Corporation and Cargo Entertainment/Welcome to Me, LLC

SCHEDULE “D”

APPROVAL AND VESTING ORDER

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

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

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE

JUSTICE GOMERY

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)
)

November 7, 2023

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 7th day of November, 2023; AND ON HEARING Asim Iqbal and [●], counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**") and the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated [●]; 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 Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Agreement of Purchase and Sale dated October 24, 2023 among the Vendors and Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd. (in such capacity, the "**Purchaser**"), a copy of which is attached hereto as **Schedule "C"** (the "**Sale Agreement**").

2. The sale transaction (the “**Transaction**”) contemplated by the Sale Agreement is commercially reasonable and is hereby approved, with such minor amendments as the Petitioners may deem necessary with the consent of the Purchaser and the Monitor. The execution of the Sale Agreement by the Vendors is hereby authorized, ratified, and approved and the Vendors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser and any Permitted Assignee of the Purchased Assets.
3. This Order shall constitute the only authorization required by the Vendors to proceed with the Transaction and no shareholder or other approvals shall be required in connection therewith.
4. The Monitor is hereby authorized to take such additional steps in furtherance of its responsibilities under the Sale Agreement and this Order and shall not incur any liability in taking such steps.

APPROVAL AND VESTING

5. Upon the filing with this Court of the Monitor’s Certificate substantially in the form attached hereto as **Schedule “D”** (the “**Monitor’s Certificate**”), all of the Vendors’ right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser and any Permitted Assignee in fee simple, free and clear of and from any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, reservations of ownership, rights of retention, royalties, options, rights of pre-emption, privileges, assignments (as security), actions, judgements, Transfer Restrictions, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, writs of enforcement, writs of seizure, or any other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by any Order of this Court in the Petitioners’ CCAA proceeding commenced on July 19, 2023 (this “**CCAA Proceeding**”);
 - (b) all charges, security interests or claims evidenced by registrations pursuant to the *Uniform Commercial Code* (United States), the *Personal Property Security Act* of British Columbia, the *Personal Property Security Act* of Ontario or any other personal property registry system;
 - (c) all claims in respect of, or relating to, any Taxes owing by the Petitioners as at the Closing Date or any Taxes assessed or that could be assessed in respect of the Petitioners or their business, property and assets; and
 - (d) any other restrictions which may be applicable to the Purchased Assets,(all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed in **Schedule “E”** hereto (the “**Permitted Encumbrances**”)), and, for greater certainty, all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. The Monitor may rely on written notice from the Vendors and the Purchaser regarding the fulfilment of the conditions to Closing under the Sale Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.
7. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") shall stand in the place and stead of the Purchased Assets and, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the Net Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale. For greater certainty, "**Net Proceeds**" shall not include any receipts that are subject to a collection account management agreement to which any of the Vendors are a party.
8. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, or any other personal privacy legislation of another province where applicable to the Petitioners, the Petitioners are hereby authorized and permitted to disclose and transfer to the Purchaser and any Permitted Assignee all human resources and payroll information in the company's records pertaining to the Petitioners' past and current employees. The Purchaser and any Permitted Assignee shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner, which is in all material respects identical to the prior use of such information, by the Petitioners.
9. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Vendors to the Purchaser and any Permitted Assignee at the Closing Time, subject to the Permitted Encumbrances.
10. The Vendors, with the consent of the Purchaser and the Monitor, shall be at liberty to extend the Closing Date to such later date according to the Sale Agreement without the necessity of a further Order of this Court.
11. Notwithstanding:
 - (a) this CCAA Proceeding or the termination thereof;
 - (b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,the vesting of the Purchased Assets in the Purchaser and/or any Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction

outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ASSUMED CONTRACTS

12. Except as expressly contemplated in the Sale Agreement and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the Assumed Contract), all Assumed Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and completion of the Transaction, and no Person who is a party to an Assumed Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:
- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Petitioners or any of their affiliates);
 - (b) the insolvency of the Petitioners or any of their affiliates, or the fact that the Petitioners or any affiliate of the Petitioners sought or obtained relief under the CCAA or any of the Petitioners or any of their affiliates sought or obtained any relief under Chapter 15 of Title 11 of the United States Code U.S.C., §§ 101 – 1532 (the "**Bankruptcy Code**") or the Insolvency Act 1986 (c 45) (the "**UK Insolvency Act**");
 - (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Sale Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA Proceeding, any Order of the U.S. Court under the Bankruptcy Code, or any Order under the UK Insolvency Act in respect of any of the Petitioners or any of their affiliates; or
 - (d) any transfer or assignment, or any change of control arising from the Sale Agreement or the Transaction or the provisions of this Order.
13. As of the Closing Time and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Purchaser or any Permitted Assignee and the counterparty to the applicable Assumed Contract), all Persons shall be deemed to have waived any and all defaults of the Petitioners then existing or previously committed by the Petitioners, or caused by the Petitioners, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Petitioners, the filing by the Petitioners under the CCAA, the Sale Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 12 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.

14. From and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Purchaser and/or any Permitted Assignee relating in any way to the Excluded Assets, Excluded Liabilities, Excluded Contracts, any Encumbrances (other than Permitted Encumbrances), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

GENERAL

15. 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 of 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 (as defined in the Initial Order), the Petitioners, the Purchaser, any Permitted Assignee and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Foreign Representative, the Petitioners, the Purchaser, any Permitted Assignee and the Monitor and their respective agents in carrying out the terms of this Order.
16. The Petitioners, the Monitor, the Purchaser and any Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.
17. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

REGISTRAR

Schedule "A"

List of Petitioners

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

25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Heft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
49. Green Moon Inc.

- 50. Harmon Films, LLC
- 51. Harmon Monster Films, Inc.
- 52. Needle In A Timestack, LLC
- 53. Para Productions, LLC
- 54. Red Sea LLC
- 55. Red Sea Productions Inc.
- 56. Tully Productions, LLC
- 57. TWWMD Holdings, LLC
- 58. TWWMD Productions, Inc.
- 59. Villains Pictures, LLC
- 60. Villains Production Services, Inc.
- 61. Surrounded Productions USA Inc.
- 62. October Series Holdings, LLC

Schedule “B”

List of Counsel

<u>Name</u>	<u>Party</u>

Schedule “C”

Sale Agreement

(see attached)

Schedule "D"

Form of Monitor's Certificate

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

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

PETITIONERS

MONITOR'S CERTIFICATE

1. Capitalized terms used but not otherwise defined in this Monitor's Certificate shall have the meaning given to them in the Order of the Supreme Court of British Columbia (the "**Court**") pronounced on November 7, 2023 (the "**Approval and Vesting Order**").
2. Pursuant to an Order of the Court pronounced July 19, 2023, Grant Thornton Limited was appointed as the monitor (the "**Monitor**") of the Petitioners.
3. Pursuant to the Approval and Vesting Order, the Court ordered that all of the right, title and interest of the Vendors in and to the Purchased Assets shall vest in the Purchaser or any Permitted Assignee effective upon, among other things, the delivery by the Monitor of this Monitor's Certificate to the Purchaser confirming that the transactions contemplated by the Sale Agreement have been implemented.

THE MONITOR HEREBY CERTIFIES as follows:

1. The Petitioners and the Purchaser have each delivered written notice to the Monitor that all applicable conditions under the Sale Agreement have been satisfied and/or waived, as applicable.
2. The transactions contemplated by the Sale Agreement have been implemented.

Dated at the City of Vancouver, in the Province of British Columbia, this [●] day of [●], 2023.

Grant Thornton Limited, in its capacity as
Court-appointed Monitor of the
Petitioners and not in its personal
capacity.

€

Name:

Title:

Schedule "E"
Permitted Encumbrances

1. Nil.

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

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

PETITIONERS

APPROVAL AND VESTING ORDER

SCHEDULE “E”

ASSIGNMENT ORDER

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

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

PETITIONERS

ORDER MADE AFTER APPLICATION

ASSIGNMENT ORDER

BEFORE THE HONOURABLE

JUSTICE GOMERY

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November 7, 2023

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 7th day of November, 2023; AND ON HEARING Asim Iqbal and [●], counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto, and no one else appearing although duly served; AND UPON READING the material filed, including the Affidavit of Aaron Gilbert affirmed October 24, 2023, the Second Amended and Restated Initial Order of this Court dated as of the date hereof (the "**Initial Order**"), the Approval and Vesting Order of this Court dated as of the date hereof (the "**Approval and Vesting Order**") and the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated [●]; 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 Court;

THIS COURT ORDERS AND DECLARES THAT:

1. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to them in the Approval and Vesting Order or the Agreement of Purchase and Sale dated October 24, 2023 among the Vendors and Creative Wealth Media Lending LP 2016, by its general partner, Creative Wealth Media GenPar Ltd. (in such capacity, the

“Purchaser”), a copy of which is attached hereto as **Schedule “C”** (the **“Sale Agreement”**), as applicable.

APPROVAL OF ASSIGNMENT OF ASSIGNED CONTRACTS

2. Upon delivery of the Monitor’s Certificate:

- (a) all of the rights and obligations of the Vendors under and to the contracts set forth at **Schedule “D”** and **Schedule “E”** hereto (collectively the **“Assigned Contracts”** and each, an **“Assigned Contract”**) shall be assigned, transferred, and conveyed to and assumed by the Purchaser and LPF Media Asset Acq, LLC (the **“Permitted Assignee”**), respectively, pursuant to Section 11.3 of the CCAA and such assignment is valid and binding upon all counterparties to the Assigned Contracts, notwithstanding any restriction, condition or prohibition contained in any such Assigned Contracts, relating to the assignment thereof, including but not limited to, any Transfer Restrictions or provision(s) relating to a change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to such Assigned Contracts; and
- (b) the Assigned Contracts shall remain in full force and effect and the counterparties to the Assigned Contracts are prohibited from exercising any rights or remedies (including, without limitation, any right of set-off) under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action by reason of:
 - (i) any circumstance that existed or event that occurred on or prior to the Closing Date that would have entitled such counterparty to the Assigned Contract to enforce those rights or remedies or caused an automatic termination to occur;
 - (ii) any default arising from the insolvency of the Petitioners or any of their affiliates;
 - (iii) any default arising as a result of the commencement of this CCAA proceeding;
 - (iv) any restriction, condition or prohibition contained therein, including any Transfer Restrictions relating to the assignment thereof or any change of control;
 - (v) the implementation of the Sale Agreement and the proposed Transaction or any parts thereof (including the assignment of the Assigned Contracts pursuant to this Order and any default arising as a result of such assignment); or
 - (vi) one or more Petitioners having breached a non-monetary obligation under any of the Assigned Contracts;

and the counterparties under the Assigned Contracts are hereby deemed to waive any defaults relating thereto. For greater certainty and without limiting the generality of the foregoing, no counterparty under an Assigned Contract shall rely on a notice of default sent prior to the filing of the Monitor's Certificate to terminate an Assigned Contract as against the Purchaser or the Permitted Assignee.

3. The assignment of the Assigned Contracts shall be subject to the provisions of the Approval and Vesting Order directing that the Vendors' rights, title and interests in and to the Assigned Contracts shall vest absolutely in the Purchaser and the Permitted Assignee free and clear of all Claims and Encumbrances other than the Permitted Encumbrances in accordance with the provisions of the Approval and Vesting Order.
4. All monetary defaults in relation to the Assigned Contracts as set out in **Schedule "D"** and **Schedule "E"** hereto, if any, other than those arising solely by reason of (i) the Petitioners' insolvency, (ii) the commencement of these CCAA proceedings, or (iii) any failure of any of the Petitioners to perform a non-monetary obligation under any of the Assigned Contracts, shall be paid by the Purchaser and the Permitted Assignee, as applicable, in an amount agreed to by the Purchaser or the Permitted Assignee, as applicable, and the counterparty to such Assigned Contracts or as otherwise determined by further order of this Court within 30 calendar days of the delivery of the Monitor's Certificate.
5. Upon the delivery of the Monitor's Certificate and except as expressly set out to the contrary in any agreement among the Vendors, the Purchaser or the Permitted Assignee and the applicable counterparty under an Assigned Contract, the Purchaser and the Permitted Assignee, as applicable, shall be entitled to all of the rights and benefits and subject to all of the obligations pursuant to the terms of the applicable Assigned Contracts.
6. Notwithstanding:
 - (a) the pendency of these CCAA proceedings or the termination thereof, and any declaration of insolvency made herein;
 - (b) any applications for a bankruptcy order in respect of any or all of the Petitioners now or hereafter made pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of any or all of the Petitioners,

the assignment of the Assigned Contracts to the Purchaser and the Permitted Assignee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Petitioners and shall not be void or voidable by creditors of the Petitioners, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, or any similar legislation of a jurisdiction outside of Canada, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

7. This Court hereby 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 of 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 (as defined in the Initial Order), the Petitioners, the Purchaser, any Permitted Assignee and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Foreign Representative, the Petitioners, the Purchaser, the Permitted Assignee and the Monitor and their respective agents in carrying out the terms of this Order.
8. The Petitioners, the Monitor, the Purchaser and the Permitted Assignee, or any other party, each have liberty to apply for such further and other directions or relief as may be necessary or desirable to give effect to this Order.
9. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

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

Miller Thomson LLP
(Asim Iqbal)

BY THE COURT

REGISTRAR

Schedule "A"

List of Petitioners

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

25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Heft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA, LLC
43. Welcome To Me, LLC

ADDITIONAL PETITIONERS

44. Front Runner Productions, Inc.
45. Brown Amy, LLC
46. Fonzo Production Services Inc.
47. Fonzo, LLC
48. Front Runner, LLC
49. Green Moon Inc.

- 50. Harmon Films, LLC
- 51. Harmon Monster Films, Inc.
- 52. Needle In A Timestack, LLC
- 53. Para Productions, LLC
- 54. Red Sea LLC
- 55. Red Sea Productions Inc.
- 56. Surrounded Productions USA Inc.
- 57. Tully Productions, LLC
- 58. TWWMD Holdings, LLC
- 59. TWWMD Productions, Inc.
- 60. Villains Pictures, LLC
- 61. Villains Production Services, Inc.
- 62. October Series Holdings, LLC

Schedule “B”

List of Counsel

[illegible]

Schedule "C"

Sale Agreement

(see attached)

Schedule “D”

Consent Required Contracts of Canadian Vendors

Vendor	Consent Required Contract	Cure Costs
BRON Creative Corp. (Ontario)	Loan and Security Agreement, regarding My Abandonment, dated March 29, 2017, between My Abandonment, LLC and Bron Creative Corp.	\$0.00
BRON Creative Corp. (Ontario)	Copyright Assignment and Notice of Ownership, regarding Fences, between Paramount Pictures Corporation and BRON Creative Corp.	\$0.00
BRON Creative Corp. (Ontario)	Interparty Agreement, regarding Nightingale, dated February 16, 2017, between Nightingale Films Holdings Pty Ltd., Nightingale Pictures Pty Ltd., Bron Creative Corp., Cinefinance, LLC, Screen Australia, Screen Tasmania, Fulcrum Media Finance 3 PTY Ltd., Fulcrum Media Finance 2 PTY Ltd. and The Crown in Right of Tasmania.	\$0.00
BRON Media Corp. (British Columbia)	MasterKey Series Commercial Coverage, dated January 21, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	\$0.00
BRON Media Corp. (British Columbia)	Transactions and Settlement Agreement, dated October 27, 2021, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.	\$0.00
BRON Ventures 1 (Canada) Corp. (British Columbia)	Investment Agreement, dated September 26, 2018, between Epic Story Media Inc. and BRON Ventures 1 (Canada) Corp.	\$0.00
BRON Ventures 1 (Canada) Corp. (British Columbia)	Shareholders' Agreement, dated September 26, 2018, between Epic Story Media Inc., Epic Story Investments Inc., and Bron Ventures 1 (Canada) Corp.	\$0.00
BRON Media Corp. (British Columbia)	Chubb Commercial Excess and Umbrella Insurance Agreement, dated January 30, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	\$0.00
BRON Media Corp. (British Columbia)	Inland Marine Insurance Film Producers Commercial Coverage, dated February 1, 2023, between Bron Media Corp, Chubb Insurance Co. of Canada, and Front Row Insurance Brokers Inc.	\$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Studios Inc. (British Columbia)	Letter Agreement, regarding NBA, dated January 8, 2021, between Endgame Entertainment Company, LLC, Film 45, LLC, BRON Studios Inc., and the NBA Development League.	\$0.00
BRON Releasing Inc. (British Columbia)	Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.	\$0.00
BRON Media Corp. (British Columbia)	Media Res Studio, LLC's Second Amended and Restated Limited Liability Company Agreement.	\$0.00

Schedule “E”

Consent Required Contracts of U.S. Vendors

Vendor	Consent Required Contract	Cure Costs
BRON Creative USA, Corp. (Nevada)	Financing Agreement, regarding Green Knight, dated March 28, 2019, between A24 Distribution LLC and BRON Creative USA, Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Co-Financing and Distribution Term Sheet, regarding Greyhound, dated July 13, 2017, as amended and restated, dated February 28, 2018, between Sony Pictures Worldwide Acquisitions Inc. and BRON Creative USA Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Partnership Agreement for Hercules-Bron Creative Partnership, regarding Hercules, dated June 7, 2018, between Hercules Film Investors I (US), Inc. and Bron Creative USA Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Administration Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc. and BRON Creative WB 1, LLC.	
BRON Creative USA, Corp. (Nevada)	Letter Agreement, dated November 16, 2018, between Creative Wealth Media Lending Inc., BRON Creative USA, Corp., BCWB1 Blocker, Inc., BRON Creative WB 1, LLC and LPF (WB Blocker) Investment Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Investment Agreement, dated January 2, 2020 between BCWB1 Blocker, Inc. and BRON Creative USA, Corp.	\$0.00
BRON Creative USA, Corp. (Nevada)	Priority Payment to Blocker Agreement dated January 2, 2020, between BCWB1 Blocker, Inc., BRON Creative USA, Corp. and Creative Wealth Media Equity Fund I LP.	\$0.00
BRON Life USA Inc. (BRON Legacy USA Inc.) (Delaware) BRON Releasing USA Inc. (Delaware)	Sales Agent Agreement, regarding Playground, dated August 11, 2021, between BRON Life USA Inc. and BRON Releasing USA Inc.	\$0.00
BRON Ventures 1 LLC (Delaware)	Transactions and Settlement Agreement, dated October 27, 2021, between Media Res Studio, LLC, BRON Media Corp., BRON Ventures 1 LLC, and BRON Studios USA Inc.	\$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Studios USA Inc. (Nevada)		
BRON Ventures 1, LLC (Delaware) BRON Studios USA Inc. (Nevada)	Media Res Studio, LLC's Second Amended and Restated Limited Liability Company Agreement.	\$0.00
BRON Media Holdings USA Corp. (Delaware)	Simple Agreement for Future Equity, between Subnation Media Inc. and Bron Media Holdings USA Corp.	\$0.00
BRON Releasing USA Inc. (Delaware) Fables Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Fables, dated April 17, 2020, between BRON Releasing USA Inc. and Fables Holdings USA, LLC.	\$0.00
BRON Releasing USA Inc. (Delaware)	Sales/Advisory Services Letter Agreement, regarding Untitled Nicki Minaj Documentary Series, dated December 17, 2020, between BRON Releasing USA Inc. and Endeavor Content, LLC.	\$0.00
BRON Releasing USA Inc. (Delaware) Gossamer Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Gossamer, dated April 21, 2020, between Gossamer Holdings USA LLC and BRON Releasing USA Inc.	\$0.00
BRON Releasing USA Inc. (Delaware)	Sales Agent Agreement, regarding National Anthem, dated November 23, 2021, between National Anthem Holdings, LLC and BRON Releasing USA Inc.	\$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Releasing USA Inc. (Delaware)	Investor Agreement, regarding Loudmouth, dated June 28, 2021, between BRON Releasing USA Inc. and Loudmouth Documentary, LLC.	\$0.00
BRON Releasing USA Inc. (Delaware) Solitary Holdings USA, LLC (Delaware)	Sales Agent Agreement, regarding Solitary, dated August 4, 2020, between Solitary Holdings USA, LLC and BRON Releasing USA Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Binding Term Sheet, regarding Mad Solar, dated October 28, 2020, between Lake Effect Productions LLC, Scott Mescudi, Dennis Cummings and BRON Studios USA Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Limited Liability Company Agreement, dated July 1, 2020, between Blackhand Pictures LLC and BRON Studios USA Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Little Lamb Agreement, dated December 6, 2021, between Bron Studios USA Inc. and Little Lamb Productions, Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Initial Limited Liability Company Operating Agreement for BRON Pictures Holdings, LLC, dated May 22, 2019, between BRON Studios USA Inc. and Blac USA Inc.	\$0.00
BRON Studios USA Inc. (Nevada) Fonzo, LLC (Nevada) Fonzo Production Services Inc. (Louisiana)	Collection Account Management Agreement re: "Fonzo a.k.a Capone" dated January 21, 2021, among Freeway Cam B.V., Stichting Freeway Custody, Fonzo, LLC, Fonzo Production Services, Inc., BRON Studios USA, Inc., Lawrence Bender Productions, Inc., Addictive Pictures, Inc., Endeavour Content JB, LLC f/k/a Jellyfish Bloom, LLC, Endeavour Content, LLC , Creative Wealth Media Lending LP 2016, Three Point Capital Louisiana, LLC , Blueberry Hill Films, Inc. f/s/o Joshua Trank, Little Black Dog, Inc f/s/o Tom Hardy, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America Inc., Writers Guild of America, West, Inc., for itself and on behalf of Writers Guild of America East, Inc.	\$0.00
BRON Studios USA Inc. (Nevada)	Collection and Account Management Agreement re: "Villains" dated December 4, 2019 between Freeway Cam B.V., Stichting Freeway Custody, Villains, LLC c/o BRON Studios, and Villains Production Services Inc. c/o Bron Studios, BRON Studios USA, Inc., Creative Wealth Media Lending, LP 2016, Star Thrower Entertainment LLC, Endeavor	\$0.00

Vendor	Consent Required Contract	Cure Costs
Villains Production Services, Inc. (New York)	Content LLC, Screen Actors Guild-American Federation of Television and Radio Artists, and Writers Guild of America, West, Inc.	
BRON Studios USA Inc. (Nevada)	Bridge Loan Agreement, dated March 28, 2014, between BRON Studios USA Inc. and Tumbledown, LLC.	\$0.00
BRON Studios USA Inc. (Nevada) Heavyweight Holdings, LLC (previously Harry Haft Films, LLC) (Delaware) Harry Haft Productions, Inc. (New York)	Collection and Account Management Agreement regarding “The Survivor” AKA “Harry Haft” dated May 10, 2021 between Freeway Cam B.V., Stitching Freeway Custody, Heavyweight Holdings, LLC, Harry Haft Productions, Inc., BRON Studios USA, Inc., Creative Wealth Media Equity Fund I LP, Creative Wealth Media Finance Corp., Creative Wealth Media Lending LP, 2016, Three Point Capital, LLC, New Mandate Films, LLC, Endeavour Content JB International, LLC, Endeavour Content, LLC, Screen Actors Guild – American Federation of Television and Radio Artists, Directors Guild of America, Inc., Writers Guild of America, West, Inc.	\$0.00
BRON Ventures 1 LLC (Delaware)	Convertible Promissory Note, dated September 30, 2019, between NOW//withVentures LLC and BRON Ventures 1 LLC.	\$0.00
BRON Ventures 1 LLC (Delaware)	Note Purchase Agreement, dated July 31, 2019, between NOW//with Ventures LLC, and any successor entity thereto pursuant to any corporate reorganization, and the persons and entities whose name appear on the signature pages hereto, including BRON Ventures 1 LLC.	\$0.00
BRON Ventures 1 LLC (Delaware)	Securities Purchase Agreement, dated July 1, 2018, between Bron Ventures 1 LLC, Emjag Productions, Inc., Scott Lambert, and Alexandra Milchan-Lambert.	\$0.00
BRON Ventures 1 LLC (Delaware)	Shareholders' and Commercial Agreement dated July 1, 2018, between Emjag Productions, Inc., Alexandra Milchan-Lambert, Scott Lambert, and Bron Ventures 1 LLC.	\$0.00
Drunk Parents, LLC (New York)	Content Acquisition Agreement, dated July 3, 2019, between Universal Pictures Visual Programming Limited and Drunk Parents, LLC.	\$0.00
Drunk Parents, LLC (New York)	Distribution Agreement, dated December 18, 2018, between Drunk Parents, LLC and Vertical Entertainment, LLC and all its successors, assignees, licensees and/or sublicenses.	\$0.00

Vendor	Consent Required Contract	Cure Costs
BRON Releasing USA Inc. (Delaware) I Am Pink Productions, LLC (Delaware)	Sales Agent Agreement, regarding Untitled Nicki Minaj Documentary Series, dated August 17, 2018, between I Am Pink Productions, LLC and BRON Releasing USA Inc.	\$0.00
BRON Releasing USA Inc. (Delaware) Robin Hood Digital USA, LLC (Delaware)	Sales Agent Agreement, regarding Robin Hood, dated January 2, 2022, between Robin Hood Digital USA, LLC and BRON Releasing USA Inc., BRON Releasing Inc., and BRON Releasing UK Ltd.	\$0.00
Welcome to Me, LLC (California)	Acquisition Agreement, regarding Welcome to Me, dated May 1, 2015, effective as of September 7, 2014, as amended on July 25, 2018, between Our Alchemy, LLC and Welcome to Me, LLC.	\$0.00
Welcome to Me, LLC (California)	Amendment to Acquisition agreement, regarding Welcome to Me, dated July 25, 2018, between Our Alchemy LLC and Welcome to Me LLC.	\$0.00
Bakhorma, LLC (Washington)	Distribution Agreement, regarding Prospect, dated September 27, 2018, between Gunpowder & Sky Distribution, LLC and Bakhorma, LLC.	\$0.00
BRON Studios USA Inc. (Nevada)	Common Stock Subscription Agreement, dated January 2022, between Little Lamb Productions, Inc. and BRON Studios USA Inc.	\$0.00
Brown Amy, LLC (Nevada)	Non-Theatrical Distribution Agreement, regarding Beatriz at Dinner, dated May 12, 2017, between Entertainment In Motion Inc. and Brown Amy LLC by its exclusive agent, Sierra/Affinity, LLC.	\$0.00

Vendor	Consent Required Contract	Cure Costs
Gossamer Holdings USA, LLC (Delaware)	Marketplace Distribution Agreement, dated March 14, 2023, regarding Gossamer, between Epic Games Inc. and Gossamer Holdings USA, LLC.	\$0.00
October Series Holdings, LLC (Delaware)	Acquisition Agreement – Principle Terms, regarding “Reggie”, dated June 17, 2022 between Amazon Alternative LLC and October Series Holdings, LLC.	\$0.00
Para Productions, LLC (Nevada)	Distribution Agreement, regarding Parallel, dated October 12, 2020, between Para Productions, LLC and Vertical Entertainment, LLC.	\$0.00
Tully Productions, LLC (Nevada)	Distribution Agreement, regarding Tully, dated June 12, 2017, between Tully Productions, LLC and Focus Features LLC.	\$0.00
TWWMD Holdings, LLC (Delaware)	Option Agreement for Quitclaim, regarding “Those Who Wish Me Dead”, dated March 7, 2019, between Twentieth Century Fox and TWWMD Holdings, LLC.	\$0.00
Villains Pictures, LLC (Nevada)	Distribution Agreement, regarding Villains, dated August 15, 2019, between Gunpowder & Sky Distribution, LLC and Villains Pictures, LLC.	\$0.00
Villains Pictures, LLC (Nevada)	Distribution Agreement, regarding Villains, dated August 6, 2019, between Sony Pictures Worldwide Acquisitions Inc. and Villains Pictures, LLC.	\$0.00
Front Runner, LLC (Nevada)	Distribution Agreement, regarding The Front Runner, dated May 17, 2018, between Sony Pictures Worldwide Acquisitions Inc. and Front Runner, LLC.	\$0.00
Fonzo, LLC (Nevada)	International Multiple Rights Distribution Agreement regarding Capone, dated May 7, 2020, between Fonzo, LLC and Leonine Licensing AG.	\$0.00
Tully Productions, LLC (Nevada)	Exclusive Territorial Distribution Agreement, regarding Tully, dated July 27, 2016, between Tully Productions, LLC, Sierra/Affinity LLC as the exclusive sales agent for Licensor, and Studiocanal PTY Limited.	\$0.00

Action No. S-235084

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

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

PETITIONERS

ASSIGNMENT ORDER

Appendix 10

ESPN's days as Disney's financial stabilizer are over

The sports juggernaut still earns billions but Wall Street is fixated on growth and revenue and profits are plunging

KEVIN DRAPER
BROOKS BARNES

ESPN has been Disney's financial engine for nearly 30 years, powering the company through recessions, box-office wipeouts and the pandemic. It was ESPN money that helped Disney pay for acquisitions — Marvel, Lucasfilm, Pixar, 21st Century Fox — and build a streaming service, transforming itself into a colossus and perhaps traditional media's best hope of surviving Silicon Valley's incursion into entertainment.

Those days, ESPN's best, are over.

With its dual revenue stream — fees from cable subscribers and advertising — the sports juggernaut continues to earn billions of dollars for Disney. In the first six months of the 2023 fiscal year, Disney's cable networks division, which is anchored by ESPN and its spinoff channels, generated US\$1.4-billion in revenue and US\$3-billion in profit.

The problem: Wall Street is fixated on growth. Revenue for those six months was down 6 per cent from a year earlier, as profit plunged 30 per cent.

Disney is now exploring a once-unthinkable sale of a stake in ESPN. Not all of it, Robert Iger, Disney's chief executive, has made clear. But he wants "strategic partners that could either help us with distribution or content," he said during an interview with CNBC last month. Disney has held talks with the NFL, the NBA and MLB about taking a minority stake.

Underlining the complexity and urgency — Mr. Iger has brought in two former senior Disney executives, Kevin Mayer and Thomas O. Staggs, to consult on ESPN strategy with James Pitaro, the channel's president, and help put together any deal. Their return, earlier reported by a Puck newsletter, was confirmed by two Disney executives who spoke on



The cord-cutting trend has been hurting ESPN in affiliate fees generated from cable providers and advertising revenue. A decade ago, more than 100 million households received ESPN, meaning 30 million fewer households get ESPN today than in 2013. BRUCE BENNETT/GETTY IMAGES

the condition of anonymity to discuss internal matters.

"It is really tricky in this cord-cutting environment to see the real growth opportunities available to ESPN," Steve Bornstein, a former CEO of ESPN, said in an interview. Still, "they have a great hand," he added, reeling off strengths such as the numerous rights the network has to air live games, its digital assets and a popular website.

Mr. Iger made clear during the interview with CNBC that things will change at ESPN, but his comments generated more questions than they answered. Exactly what kind of strategic partner is ESPN seeking? Does ESPN need money, technological help or assistance with distribution?

"There is so much uncertainty in what Bob meant," said Michael Nathanson, a media analyst at MoffettNathanson.

Mr. Iger declined to comment.

Disney is scheduled to report quarterly earnings next week. Analysts expect per-share profit to have declined 11 per cent, as the company contends with disappointing box-office results, softening attendance at Walt Disney World and two striking Hollywood unions.

Whatever might be in ESPN's future, its problems are easy enough to understand.

The bulk of ESPN's revenue comes from what are called affiliate fees. These are monthly fees that cable providers — such as Comcast, Charter Communications and Cox — pay ESPN for the right to offer its television channels to households. Last year, around 71 million U.S. households paid for a television package that included ESPN, and those cable providers, in turn, paid ESPN an average of US\$8.81 a month for each home, according to S&P Global Market Intelligence.

S&P Global Market Intelligence estimates that ESPN has also taken in more than US\$2-billion annually in advertising in recent years.

But cord cutting has been hurting both those revenue streams. A decade ago, more than 100 million households received ESPN, meaning 30 million fewer households get ESPN today than in 2013. ESPN has consistently raised its affiliate fee to offset this decline, but its ability to continue doing so will be limited in the coming years. By 2027, fewer than 50 million homes will pay for cable television, according to PwC, the accounting giant.

At the same time, ESPN's costs are exploding. ESPN will pay an average of US\$2.7-billion annually over the next decade for the right to show the NFL, a 42-per-cent increase from what it used to pay. It will soon negotiate with the NBA on a potentially very expensive renewal of its rights agreement.

According to Disney's financial filings, it will pay US\$10.8-billion this year for sports programming. It has future commitments totalling about US\$57-billion, with some of its contracts running well into the 2030s. These contracts are a result of a spending spree the company has undertaken to head off deeper-pocketed tech companies, which are also hungry for sports programming, and to stock its nascent ESPN+ streaming service.

"The cord-cutting phenomenon is a response to the increasing cost of cable, and indeed the increasing cost of cable is due in part to the increasing cost of sports rights," said Roger Werner, a former ESPN CEO who helped create the dual revenue stream. "There is a causality there."

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Richard O'Leary, Principal 416-275-8023
Richard O'Leary, Principal 416-275-8023
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Richard O'Leary, Principal 416-275-8023
Richard O'Leary, Principal 416-275-8023

LEGALS

Court File No. CV-23-00703509-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LIGHTHOUSE IMMERSIVE INC. AND LIGHTHOUSE IMMERSIVE USA, INC.

PLEASE BE ADVISED that this notice is being published pursuant to s. 23(1) (i) of the Companies' Creditors Arrangement Act, R.S.C. 1985 c.C-36 as amended ("CCAA").

PLEASE TAKE NOTICE that on July 27, 2023, the Ontario Superior Court of Justice (Commercial List) (the "Court") made an Order (the "Initial Order") granting Lighthouse Immersive Inc. and Lighthouse Immersive USA, Inc. protection pursuant to the CCAA. B. Riley Farber Inc. was appointed as monitor (the "Monitor").

PLEASE TAKE FURTHER NOTICE that the Initial Order and any other documents and orders that may be granted can be viewed at <https://lat-berggroup.com/engagements/lighthouse-immersive/>.

Interested parties who wish to receive further information of the matters set forth in this notice should contact 416-497-0150 or information@brileyfarber.com.

DATED AT Toronto, Ontario this 3rd day of August 2023.

B RILEY FARBER

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LEGALS

KPMG

Partially complete indoor skydiving facility, equipment and lease agreement for sale

KPMG Inc., Receiver of the Estate of iFlyVancouver Inc., Free Flight Formation Inc. and 1088383 B.C. Ltd. ("iFlyVancouver")

iFlyVancouver designed and began construction of a wind tunnel for a franchised indoor skydiving facility on a leased property in Richmond, British Columbia.

KPMG Inc. in its capacity as Receiver of the Estate of iFlyVancouver Inc., Free Flight Formation Inc. and 1088383 B.C. Ltd. ("KPMG" or the "Receiver") offers for sale the Receiver's right, title and interest in the Companies' assets including:

- Lease agreement with respect to the lands at 9151 Van Horne Way, Richmond, British Columbia, V6X 1W3, including partially completed facility
- Industrial sized fans
- Electrical panels
- Perplex glass
- Various parts to install the wind tunnels

The assets are being sold on an "as is-where is" basis and the Receiver provides no representations or warranties, express or implied, with respect to title, condition or fitness for use.

Offers for the Company's assets must be received in the prescribed form by KPMG no later than 12:00 pm, (Pacific Standard Time), Sunday, October 1st, 2023.

A copy of the Sales Information Package can be viewed at www.kpmg.ca/ca/ifly-vancouver. Further information may be obtained by contacting Michelle Regan by email at michelle.regan@kpmg.ca.

INVESTMENT/PURCHASE OFFERS INVITED

BRON Media Corp.

Opportunity to Acquire or Invest in a Leading Motion Picture and Animation and Interactive Gaming Content Group

GRANT THORNTON LIMITED, in its capacity as the court-appointed Monitor (the "Monitor") in the proceedings pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, initiated by BRON Media Corp. and its direct and indirect subsidiaries (collectively, "BRON"), is conducting a sale and investment solicitation process (the "SISP") to solicit interest in one or more or any combination of (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the companies in BRON as a going concern, or (ii) a sale of all, or substantially all, of BRON's assets and/or business operations as a going concern or otherwise.

The BRON Group is a leading digital animation and interactive gaming content and live-action production company based and headquartered in British Columbia and Los Angeles.

A solicitation letter regarding the SISP can be obtained by contacting the Monitor's office at BronMedia@ca.gt.com.

The deadline for submission of non-binding letters of interest is August 28, 2023 at 5:00pm Pacific Daylight Time.

Grant Thornton

Sports

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Appendix 11

Applications open
for January 2024

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**INVESTMENT/ PURCHASE OFFERS INVITED
BRON Media Corp.**

**Opportunity to Acquire or Invest in a Leading Motion Picture
and Animation and Interactive Gaming Content Group**

GRANT THORNTON LIMITED, in its capacity as the court-appointed Monitor (the "**Monitor**") in the proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, initiated by BRON Media Corp. and its direct and indirect subsidiaries (collectively, "**BRON**"), is conducting a sale and investment solicitation process (the "**SISP**") to solicit interest in one or more or any combination of (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the companies in BRON as a going concern, or (ii) a sale of all, or substantially all, of BRON's assets and/or business operations as a going concern or otherwise.

The BRON Group is a leading digital animation and interactive gaming content and live-action production company based and headquartered in British Columbia and Los Angeles.

A solicitation letter regarding the SISP can be obtained by contacting the Monitor's office at BronMedia@ca.gt.com.

The deadline for submission of non-binding letters of intent is August 28, 2023 at 5:00pm Pacific Daylight Time.



Appendix 12

0 Comments

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Newest

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Be the first to comment.

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Win a 'TMNT:
Mutant Mayhem'
Back to School
Prize Pack!

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**Investment/Purchase
offers invited
BRON Media Corp.**

Opportunity to Acquire or
Invest in a Leading
Animation and Interactive
Gaming Content Group





Win a ‘TMNT: Mutant Mayhem’ Back to School Prize Pack!

ENTER TO WIN!

ADVERTISEMENT

BRON Digital is a leading virtual production company, creating animation and interactive gaming content using Epic Games’ Unreal Engine.

GRANT THORNTON LIMITED, in its capacity as the court-appointed Monitor (the “**Monitor**”) in the proceedings pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, initiated by BRON Media Corp. and its direct and indirect subsidiaries (collectively, “**BRON**”), is soliciting interest in, among other things, a sale of all, or substantially all, of BRON’s assets and/or business operations, including BRON Digital.





Win a 'TMNT: Mutant Mayhem' Back to School Prize Pack!

ENTER TO WIN!

ADVERTISEMENT

A solicitation letter regarding the SISP can be obtained by contacting the Monitor's office at BronMedia@ca.gt.com.



Appendix 13

BRON Media Corp.



BRON Media Corp.



On July 19, 2023, the Supreme Court of British Columbia (the “**Court**”) pronounced an order pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) that, among other things, commenced proceedings (the “**CCAA Proceedings**”) in respect of BRON Media Corp., along with its subsidiaries and related companies listed in Schedule “A” of the SISP Procedures (as defined below) (collectively, “**BRON**”). The Court appointed Grant Thornton Limited as the Monitor of BRON, to supervise the CCAA Proceedings (in such capacity, the “**Monitor**”).

The Monitor is administering a Sale and Investment Solicitation Process (the “**SISP**”) to solicit interest in one or more or any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of one or more of the companies in BRON as a going concern; and/or (ii) a sale of all, or substantially all, of BRON’s assets and/or business operations as a going concern or otherwise. The Court pronounced an order approving the SISP on July 28, 2023 (the “**SISP Order**”). A copy of the SISP Order can be found at the following link: www.grantthornton.ca/BronMedia.

Overview

BRON, founded in 2010, is the prolific and award-winning studio behind some of the most high-profile films of the last decade, in both the independent and studio worlds. BRON’s two primary operating divisions are BRON Studios and BRON Digital. BRON has significant experience in the entertainment industry, having produced or executively produced more than 125 media productions. BRON has consistently been recognized as an industry leader, having received numerous honours, including 38 Academy Awards nominations (six wins), 34 BAFTA Awards nominations, and more than 250 Film Festival Award nominations.

BRON Digital is a state-of-the-art virtual production company creating animation and interactive gaming content using Epic Games’ Unreal Engine at its core. BRON Digital has built a proprietary pipeline used for service production and original intellectual property (“**IP**”) production. Each original IP BRON has developed is also being used to develop ancillary lines of IP, including Fortnite game worlds, Web3 games, merchandising & licensing, music, publishing, and more. Three digital productions are currently in various stages of production.

With the rise of mobile gaming, esports, and virtual reality, the market for interactive game content is expanding rapidly. These sectors are experiencing significant growth and demand for content with the global gaming market expected to reach \$200 billion by 2023. BRON’s focus on interactive gaming and its partnership with Epic Games provides significant potential financial upside to BRON.

BRON Studios is the prolific and award-winning producer of scripted and non-scripted motion pictures and series television. BRON Studios is known for its ability to deliver content to the world’s largest studios and streamers.

BRON has built strong production, finance, and distribution partnerships around the world, and has worked alongside the major and mini-major Hollywood studios, including Warner Bros, MGM, Sony, Universal, Paramount, Lionsgate, and A24. BRON has sold many projects to global streaming platforms, including Netflix, Apple, Amazon, and HBO Max.



38

Academy Award
nominations and 6 wins



37

Golden Globe
nominations and 8 wins



7

Venice Film Fest
nominations and 5 wins



28

SAG Award
nominations and 6 wins



40

NAACP Award
nominations and 6 wins



6

Sundance Film Fest
nominations and 5 wins



39

BAFTA Award
nominations and 7 wins



58

Critics’ Choice
nominations and 14 wins



16

BAFTA TV Award
nominations and 6 wins



21

Spirit Award
nominations and 2 wins

Company highlights



Significant production and executive production experience

BRON is well known for many culture-shifting and history-making productions, having produced or executive produced more than 125 productions since 2010.



A portfolio of original and acquired IP

BRON has built a robust portfolio of original and acquired IP and multiple lines of revenue around its IP. In addition, BRON has been a financial backer, back-office studio, and co-producing partner to some of the most notable start-up production companies and has worked hard to make strategic investments in key creators and operators.



Creative relationships with elite talent

BRON's filmmaker-first approach, built on inclusion, innovation, and respect, has helped BRON solidify creative relationships with elite talent in front and behind camera, and from an array of backgrounds, and allows BRON to manage all aspects of a live-action or digital production, from generating and acquiring IP through the delivery.



Best in class partnerships and relationships

BRON has partnered or has a vendor relationship with the best-in-class groups in branding / marketing, consumer products, web3, publishing, music, and all forms of interactive gaming.



Project suite across full lifecycle

BRON's diverse portfolio comprises numerous projects in various stages of production, post-production, or in the process of being marketed and sold.



Accolades and awards

BRON has received numerous honors including 38 Academy Awards nominations (six wins), 34 BAFTA Awards nominations, and more than 250 Film Festival Award nominations.



Epic Games relationship

BRON has partnered with Epic Games, a leading interactive entertainment company and provider of 3D engine technology which operates Fortnite, one of the world's largest games with over 500 million accounts and 2.5 billion friend connections. BRON Digital is a creative partner and a production tech provider, giving early support and critical software feedback to Epic Games on the Unreal Engine.

Next steps

The Monitor has included a summary of the bidding procedures below to be employed in the SISP. However, interested parties should review and familiarize themselves with the detailed SISP procedures found at Schedule “B” of the SISP Order (the “**SISP Procedures**”). Unless otherwise defined, capitalized terms contained herein have the meanings ascribed to them in the SISP Procedures.



Milestone	Deadline
SISP commencement	August 1, 2023
LOI submission deadline	August 28 2023
Final bid submission deadline	September 8, 2023
Application to the court for approval order(s)	As soon as practical
Closing of the transaction	October 6, 2023

SISP participation requirements

Any party who wishes to participate in the SISP must deliver to the Monitor: (i) an executed copy of the confidentiality agreement (the “**Confidentiality Agreement**”), to be provided by the Monitor; (ii) a letter setting forth: (A) the identity of the party, including its direct and indirect principals; and (B) the party’s financial capabilities and technical expertise to conclude a Transaction; and (iii) an executed letter acknowledging receipt of a copy of the SISP Procedures and agreeing to comply with the terms of the SISP Procedures.

Parties who, in the opinion of the Monitor, in consultation with BRON and the Lender, comply with the above will be deemed to be “**Potential Bidders**”. The Monitor shall, in its reasonable business judgment, provide Potential Bidders access to due diligence materials at the Monitor’s discretion.

A Potential Bidder who wishes to pursue the opportunity further must provide the Monitor with a written, non- binding letter of intent (an “**LOI**”), including the information set out in the next section.

LOI requirements

Any Potential Bidder who wishes to submit a SISP Bid must deliver an LOI to the Monitor no later than 5:00 p.m. (Pacific Daylight Time) on August 28, 2023 (the “LOI Deadline”).

An LOI will be a “Qualified LOI” if it contains:

- a) a specific indication of the anticipated sources of capital for such Potential Bidder and preliminary evidence of such Potential Bidder’s financial or other wherewithal to consummate a transaction;
- b) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of their direct and indirect owners and 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, what Property is 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 (or Non-Petitioner Entities);
 - (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.



Transaction

Any Winning Bid, as defined in the SISP, shall be subject to Court Approval and will be completed on an “as is, where is” basis. Further requirements are detailed in the SISP Procedures.



Contact

All enquiries must be directed to:

T +1 866 481 9215

E BronMedia@ca.gt.com

Mark Wentzell

Senior Vice President

Bruce Bando

Vice President

Eric Jamieson

Manager

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Senior Associate

Disclaimer

This document has been prepared from BRON's available books and records and from information obtained from other sources, none of which have been independently verified by the Monitor.

This document has been prepared solely for informational purposes and is being furnished for use by recipients to assist them in considering their interest in purchasing or making an investment in BRON. This document is not intended to form the basis of any investment decision or decision to purchase or make an investment in BRON. Distribution of this document is limited to specific parties who may have an interest in this opportunity. The only information that will have any legal effect and upon which an interested party may rely will be that in such representations and warranties as may be contained in a definitive agreement relating to a potential transaction.

This document has been prepared to assist offerors in making their own preliminary evaluation of BRON and does not purport to contain all the information which a prospective purchaser may need or desire. In all cases, each interested party should conduct and rely on its own inspection, valuation, investigation and analysis of BRON and the data set forth in this document. The Monitor makes no representations or warranties whatsoever as to the accuracy or completeness of the information contained in this document or otherwise made available, and shall have no liability whatsoever for any information, omission, representation or warranty, express or implied, concerning the subject matter of this document or for any errors contained therein or in any other written or oral communications that are transmitted to or received by the recipient from any course whatsoever in connection with its evaluation of BRON. Where any discrepancy exists between this document and the SISP Procedures, the terms of the SISP Procedures shall prevail.

This document does not constitute an offer, or a solicitation of an offer, of the sale or purchase of securities, nor shall any securities of BRON be offered or sold, in any jurisdiction in which such an offer, solicitation or sale would be unlawful. The contents of this document shall not be construed as legal, tax, regulatory, accounting or investment advice or recommendation. Any recipient should consult its own counsel, tax, and financial advisors as to legal and related matters concerning any transaction with BRON.

By accepting this document, the recipient agrees that neither the recipient nor the recipient's agents or representatives will directly contact BRON or any of its directors, officers, employees, shareholders, partners or related parties or affiliates at any time with respect to a potential transaction or the information contained herein, except to the extent agreed to in advance with the Monitor.

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 SISF. 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 SISF. 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 SISF, the Petitioners, may, with the prior written consent of the Monitor and the Lender, determine that any bid is a Winning Bid and seek Approval Orders in respect of such Winning Bid(s) from the Insolvency Courts.

D. Final Bid Process

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

24. Any Qualified Bidder may submit an Asset Bid, a Restructuring Bid or a Hybrid Bid (each, a **"Final Bid"**) to the Monitor at the address specified in Schedule "B" hereto on or before 5:00 p.m. (Pacific Daylight Time) on September 8, 2023, or such later time and date that the Petitioners may determine, with the prior written consent of the Monitor and the Lender (the **"Final Bid Deadline"**). The Monitor shall forthwith provide copies of any Final Bids received to the Petitioners and the Lender.
25. Final Bids shall be reviewed by the Monitor, the Petitioners and the Lender.
26. A Final Bid submitted as an Asset Bid shall be a **"Qualified Asset Bid"** in the event that:
- (a) it includes a letter stating that the Asset Bid is irrevocable until the earlier of (i) the approval by the Insolvency Courts, and (ii) forty-five (45) days following the Final Bid Deadline; provided, however, that if such Asset Bid is selected as the Winning Bid or the Backup Bid (as defined below), it shall remain irrevocable until the closing of the Winning Bid or the Backup Bid, as the case may be;
 - (b) it includes a duly authorized and executed purchase and sale agreement specifying all consideration payable, together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules thereto;
 - (c) it does not include any request or entitlement to any break fee, expense reimbursement or similar type of payment;
 - (d) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor to allow the Monitor to make a reasonable determination as to the Qualified Bidders (and its direct and indirect owners and their principals) financial and other capabilities to consummate the transaction contemplated by the Asset Bid;
 - (e) it is not conditional on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Asset Bid;
 - (f) it is not conditional upon any governmental or regulatory approval;
 - (g) it fully discloses the identity of each Person that is bidding or otherwise that will be sponsoring or participating in the Asset Bid, including the identification of the bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
 - (h) it is accompanied by a refundable cash deposit (the **"Deposit"**) in the form of a wire transfer (to a trust account specified by the Monitor), in an amount equal to

ten percent (10%) of the consideration to be paid in respect of the Asset Bid, to be held and dealt with in accordance with the SISP;

- (i) it contains an allocation of the consideration payable;
- (j) it includes a closing date of no later than October 6, 2023, subject to the Approval Order having been obtained, and the ability of the closing date to be extended pursuant to a Closing Extension (as defined below);
- (k) it contains other information requested by the Petitioners, the Monitor or the Lender; and
- (l) it is received by no later than the Final Bid Deadline.

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

- (a) it includes definitive documentation, duly authorized and executed by the Qualified Bidder, setting out the terms and conditions of the proposed transaction, including the aggregate amount of the proposed equity and debt investment, assumption of debt if any, and details regarding the proposed equity and debt structure of the Petitioners following completion of the proposed transaction;
- (b) it includes a letter stating that the Restructuring Bid is irrevocable until the earlier of (i) the approval by the Insolvency Courts, and (ii) forty five (45) days following the Final Bid Deadline; provided, however, that if such Restructuring Bid is selected as the Winning Bid or the Backup Bid, it shall remain irrevocable until the closing of the Winning Bid or the Backup Bid, as the case may be;
- (c) it does not include any request or entitlement to any break fee, expense reimbursement or similar type of payment;
- (d) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Monitor to allow the Monitor to make a reasonable determination as to the Qualified Bidder’s (and its direct and indirect owners and their principals) financial and other capabilities to consummate the transaction contemplated by the Restructuring Bid;
- (e) it is not conditional on (i) the outcome of unperformed due diligence by the Qualified Bidder and/or (ii) obtaining any financing capital and includes an acknowledgment and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Restructuring Bid;
- (f) it is not conditional upon any governmental or regulatory approval;

- (g) it fully discloses the identity of each Person that is bidding or otherwise that will be sponsoring or participating in the Restructuring Bid, including the identification of the Qualified Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
 - (h) it is accompanied by a refundable Deposit in the form of a wire transfer (payable to a trust account specified by the Monitor) in an amount equal to ten percent (10%) of the consideration to be paid pursuant to the Restructuring Bid, to be held and dealt with in accordance with the SISP;
 - (i) it contains an allocation of the consideration payable;
 - (j) it includes a closing date of no later than October 6, 2023, subject to the Approval Order having been obtained and the ability of the closing date to be extended pursuant to a Closing Extension;
 - (k) it contains other information requested by the Petitioners, the Monitor or the Lender; and
 - (l) it is received by no later than the Final Bid Deadline.
28. A Hybrid Bid submitted by the Final Bid Deadline will be considered a **"Qualified Hybrid Bid"** if it is in substantial compliance with conditions enumerated in paragraphs 26 and 27 of the SISP, as determined by the Monitor.
29. All Qualified Asset Bids, Qualified Restructuring Bids and Qualified Hybrid Bids shall constitute **"Qualified Final Bids"**; provided, however, that, unless otherwise consented to by the Lender, no Qualified Asset Bids, Qualified Restructuring Bids and Qualified Hybrid Bids shall constitute Qualified Final Bids if they do not provide for the indefeasible payment in full of all amounts owing to the Lender under the DIP Loan. The Monitor may, in consultation with the Petitioners and the Lender, waive strict compliance with one or more of the requirements specified in paragraphs 26 and 27 of the SISP and deem any Final Bid(s) to be a Qualified Final Bid notwithstanding any non-compliance with the terms and conditions of the SISP.

E. Selection of Winning Bid

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

31. Any Qualified Bidder that makes a Winning Bid shall be a **"Successful Bidder"** and any Qualified Bidder that makes a Backup Bid shall be a **"Backup Bidder"**. The Monitor will notify each Successful Bidder and Backup Bidder as soon as reasonably practical of the Final Agreement and the Backup Bid shall remain open until the consummation of the transaction contemplated by the Winning Bid (and, for greater certainty, the Monitor shall be entitled to continue to hold the Deposit in respect of the Backup Bid until such time as the transaction contemplated by the Winning Bid is consummated).
32. In the event that (a) no Qualified Bidder submits or is deemed to have submitted a Qualified Final Bid, (b) the Petitioners, with the prior written consent of the Monitor and the Lender, determine that none of the Qualified Final Bids should be accepted, or (c) that a Final Agreement has not been entered into before the Final Agreement Deadline, the SISP shall terminate.
33. The highest Qualified Final Bid may not necessarily be accepted by the Petitioners. The Petitioners, with the prior written consent of the Monitor and the Lender, reserve the right not to accept any Qualified Final Bid or to otherwise terminate the SISP. The Petitioners, with the prior written consent of the Monitor and the Lender, further reserve the right to deal with one or more Qualified Bidders to the exclusion of other Persons, to accept a Qualified Final Bid or Qualified Final Bids for some or all of the Property, the Petitioners or the Business, to accept multiple Qualified Final Bids and enter into multiple Final Agreements.

F. Credit Bidding

34. The Lender, any of the Lender's affiliates, or other secured creditors of a Petitioner (each, a **"Secured Party"**) shall be entitled to submit an offer in the form of a Final Bid pursuant to which the consideration offered includes an exchange for, and in full and final satisfaction of, all or a portion of such secured creditor's secured claim against one or more of the Petitioners (a **"Credit Bid"**), provided that (i) the secured claim portion of such Credit Bid cannot exceed the aggregate value of the Secured Party's secured claim; and (ii) such Credit Bid must include at least sufficient cash consideration to satisfy any priority payment required to be paid that ranks ahead of such Secured Party's secured claim or otherwise assume or satisfy such obligations. For greater certainty, a Secured Party that wishes to make a Credit Bid shall also be required to submit an LOI in accordance with the terms and deadlines set out herein.
35. A Secured Party may only make a Credit Bid in relation to the Property subject to such Secured Party's security (in each case, the **"Encumbered Assets"**). To the extent that a Secured Party wishes to submit a Final Bid for Property that does not form part of the Encumbered Assets (the **"Unencumbered Assets"**), such Secured Party shall specify a cash purchase price allocated to the Unencumbered Assets while making a Credit Bid for the Encumbered Assets that are included in such Final Bid.
36. Notwithstanding any other provision of the SISP, the Lender shall not be entitled to: (i) receive copies of any LOIs received by the LOI Deadline in the event that the Lender elects to submit an LOI; and (ii) receive copies of any Final Bids received by the Final

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

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

APPROVAL ORDERS

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

CLOSING

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

DEPOSITS

41. All Deposits paid pursuant to the SISP shall be held in trust by the Monitor. The Monitor shall hold Deposits paid by each of the Winning Bidder and the Backup Bidder in accordance with the terms outlined in the SISP. In the event that a Deposit is paid pursuant to the SISP and the Petitioners elect not to proceed to negotiate and settle the terms and conditions of a definitive agreement with the Person that paid such Deposit, the Monitor shall return the Deposit and any interest accrued thereon to that Person.
42. In the event that either of the Successful Bidder or the Backup Bidder default in the payment or performance of any obligations owed to the Petitioners or the Monitor pursuant to any Final Agreement the Deposit paid by the Winning Bidder or the Backup Bidder, as applicable, shall be forfeited to such party as liquidated damages and not as a penalty.

GENERAL

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

SCHEDULE "A"

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

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

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

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

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

SCHEDULE "B"

Addresses for Deliveries

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

GRANT THORNTON LIMITED

Suite 1600 - 333 Seymour Street

Vancouver BC V6B 0A4

Attention: Mark Wentzell/James Saxton/Eric Jamieson

Email: Mark.Wentzell@ca.gt.com / james.saxton@ca.gt.com /

Eric.Jamieson@ca.gt.com

with a copy to:

CASSELS BROCK & BLACKWELL LLP

Suite 2200, HSBC Building

885 West Georgia Street

Vancouver, BC V6C 3E8

Attention: John Birch/Forrest Finn

Email: jbirch@cassels.com / ffinn@cassels.com

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

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT entered into as of the ____ day of August, 2023 (this “**Agreement**”)

AMONG:

BRON MEDIA CORP., in its own capacity and as agent for the entities listed at Schedule “A” hereto (collectively, the “**Disclosing Parties**”)

- and -

_____, a
_____ under the laws of
_____ (the “**Recipient**”)

- and -

GRANT THORNTON LIMITED, solely in its capacity as the court-appointed Monitor of the Disclosing Parties (in such capacity, the “**Monitor**”, and collectively with the Disclosing Parties and the Recipient, the “**Parties**” and each a “**Party**”) and not in its personal or corporate capacity

WHEREAS:

- A. On July 19, 2023, the Supreme Court of British Columbia (the “**Court**”) pronounced an initial order in respect of the Disclosing Parties (the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36. The Initial Order commenced restructuring proceedings in respect of the Disclosing Parties and appointed Grant Thornton Limited as the Monitor of the Disclosing Parties.
- B. On July 28, 2023, the Court pronounced an order, among other things, approving a sale and investment solicitation process (the “**SISP**”) and authorizing the Monitor to run the SISP for the purposes of soliciting interest in, and opportunities for, one of more of any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of the Disclosing Parties as a going concern; or (ii) a sale of all, or substantially all of the Disclosing Parties’ assets and/or business operations as a going concern or otherwise (together, the “**Opportunity**”).
- C. The marketing phase of the SISP commenced or will commence on or about August 1, 2023.
- D. In connection with the SISP, the Disclosing Parties wish to share the Confidential Information (defined below) with the Recipient in connection with the Opportunity and in order to facilitate a bid from the Recipient in the SISP in connection with a potential negotiated transaction among the Disclosing Parties and the Recipient (the “**Transaction**”).
- E. The Disclosing Parties have agreed to disclose, and the Recipient wishes to receive, Confidential Information (defined below) on the condition that the information be retained in confidence by the Recipient and dealt with according to this Agreement.

NOW THEREFORE in consideration of the disclosure of the Confidential Information (defined below), and of the mutual covenants and agreements of the Parties contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Whenever used in this Agreement the following words and terms shall have the meanings set out below:
 - (a) **“Affiliate”** means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, “control” (including with correlative meanings, “controlling”, “controlled by” and “under common control with”) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership as applicable;
 - (b) **“Confidential Information”** means any and all information acquired by the Recipient or its Representatives from or on behalf of the Disclosing Parties, their Related Parties, or their Representatives in the course of the Recipient’s consideration of a Transaction (including information acquired prior to the execution of this Agreement) and related to the Disclosing Parties or their businesses, which shall include, without limitation, all agreements, correspondence, financial information, reports, models, data and compilations, client personal and financial information, whether provided in oral, written or electronic form, together with analyses, interpretations, compilations, data, studies, notes and any documents prepared by or on behalf of the Recipient and its Representatives containing or based upon, in whole or in part, information acquired by the Recipient and its Representatives hereunder. Further, and without limiting the generality of the foregoing, the term “Confidential Information” includes the fact that the Disclosing Parties, their Related Parties, and their Representatives have furnished information and documents and other materials to the Recipient, and the existence, nature, content, terms, conditions and status of discussions or negotiations between the Disclosing Parties (including its Representatives) and the Recipient with respect to a Transaction;
 - (c) **“Person”** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, corporation, union, governmental entity or authority and, where the context requires, any of the foregoing when they are acting as heir, trustee, executor, administrator or other legal representative;
 - (d) **“Related Parties”** means, in reference to a Party, its Affiliates, successors and assigns and each of their respective directors, officers and employees.
 - (e) **“Representatives”** means, in reference to a Party’s and its Related Parties’ respective representatives, agents, legal counsel, consultants and advisors, and, for greater certainty, in reference to the Disclosing Parties, shall include the Monitor.
2. In connection with the Opportunity and the Recipient’s evaluation of a Transaction, the Disclosing Parties are willing, in accordance with the terms and conditions of this Agreement, to disclose certain Confidential Information to the Recipient relating to the Disclosing Parties and their Related Parties.
3. The Recipient agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published, disclosed, shared or otherwise used in any manner whatsoever,

including by means of photocopy or reproduction, without the Disclosing Parties' and the Monitor's prior written consent, which consent may be withheld in each of the Disclosing Parties' and/or the Monitor's sole and absolute discretion, except as provided in Sections 4 and 5. The Recipient shall protect and safeguard the confidentiality of the Confidential Information using at least the same degree of care as the Recipient would use to protect its own confidential information, but in no event less than a commercially reasonable degree of care.

4. The Recipient may disclose Confidential Information without the Disclosing Parties' and the Monitor's prior written consent only to the extent that the Recipient can establish that the Confidential Information:
 - (a) is, as of the date of this Agreement, publicly available or becomes available to the public other than through the act or omission of the Recipient or any of its Representatives; *provided, however*, that if some portion of the Confidential Information becomes publicly available, the balance of the Confidential Information, whether related or not to said portion, shall not be considered to have become publicly available;
 - (b) is required to be disclosed under applicable law or by court order or by a governmental order, decree, regulation or rule of any stock exchange (provided that the Recipient shall give written notice to the Disclosing Parties prior to such disclosure and shall comply with the requirements of Section 11); or
 - (c) is acquired independently by the Recipient, without any obligation of confidentiality, from a third party that has the right to disseminate such information without restrictions at the time it is acquired by the Recipient.
5. Subject to Section 8 hereof, the Recipient shall be entitled to disclose Confidential Information without the Disclosing Parties' and the Monitor's prior written consent to the Recipient's Related Parties and their respective Representatives who have a clear need-to-know such information in order to evaluate the Transaction.
6. The Recipient shall, upon request, provide the Disclosing Parties and the Monitor with a list of all Persons to whom Confidential Information has been provided. The Recipient agrees to be responsible for any breach of or failure to adhere to any of the terms of this Agreement by any such Person receiving Confidential Information from the Recipient, its Related Parties or their respective Representatives.
7. The Recipient, its Related Parties or their respective Representatives receiving Confidential Information shall only use or permit the use of the Confidential Information to evaluate the Opportunity and a potential Transaction and determine whether to enter into or continue negotiations concerning the Transaction and for no other purpose whatsoever. The Recipient undertakes that none of it, its Related Parties or any of their respective Representatives shall, without the prior written consent of the Disclosing Parties and the Monitor (which consent may be withheld in each of the Disclosing Parties' and the Monitor's sole and absolute discretion), prior to closing of a Transaction, enter into any discussion or agreement with any Person to acquire any separate, joint or subdivided interest in any asset or property potentially forming part of the Transaction.
8. The Recipient shall ensure that its Representatives to whom Confidential Information is disclosed under this Agreement keep such information confidential and shall not disclose or divulge the same to any unauthorized Person. In addition to any other rights the Disclosing Parties or any of their

Related Parties may have against the Recipient arising by reason of any breach of this Agreement, the Recipient shall:

- (a) be liable to the Disclosing Parties, their Related Parties and the Monitor for all losses, costs, damages and expenses whatsoever which any of them may suffer, sustain, pay or incur; and
- (b) indemnify and hold the Disclosing Parties, their Related Parties and the Monitor harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by any of them or which any of them may suffer, sustain, pay or incur,

as a result of any breach of this Agreement by the Recipient, its Representatives, or any other Persons receiving Confidential Information hereunder.

- 9. The obligations of the Parties herein shall remain in full force and effect for a period of three years from the date hereof (notwithstanding that Confidential Information may have been returned or copies or other reproductions thereof destroyed prior to the expiration of such period and whether or not a Transaction is implemented).
- 10. The Recipient agrees that the Disclosing Parties and/or their Related Parties may be irreparably injured by a breach of this Agreement and that the Disclosing Parties and/or their Related Parties may be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of this Agreement, without the requirement for the securing or posting of any bond or undertaking in damages in connection with such relief. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available in law or in equity.
- 11. Should any Person seek to legally compel the Recipient or any of its Representatives receiving Confidential Information to disclose any Confidential Information, the Recipient will provide the Disclosing Parties and the Monitor with prompt written notice thereof (to the extent legally allowed to do so) so that the Disclosing Parties and/or their Related Parties may seek a protective order or other appropriate remedy. At the Disclosing Parties' cost, the Recipient shall cooperate fully with the Disclosing Parties and/or their Related Parties on a reasonable basis in any attempt by any such Person to obtain a protective order or other appropriate remedy. In any event, the Recipient or other Person receiving Confidential Information hereunder who is so compelled to disclose will only furnish that portion of the Confidential Information that is legally required to be disclosed.
- 12. It is understood that neither this Agreement nor the disclosure of any Confidential Information to the Recipient or its Representatives shall be construed as granting to any of them any license or rights in respect of any part of the Confidential Information.
- 13. The Confidential Information shall remain the property of the Disclosing Parties and their Related Parties, as applicable, and the Disclosing Parties or the Monitor may demand the return and/or destruction thereof at any time upon giving written notice to the Recipient. Within seven business days of receipt of such notice, the Recipient shall return all of the original Confidential Information, destroy all copies and reproductions (both written and electronic) and analyses, interpretations, compilations, data, studies, notes and any documents prepared by or on behalf of the Recipient or any of its Representatives containing or based upon, in whole or in part, Confidential Information, and promptly upon request of the Disclosing Parties, the Recipient shall cause one of its senior officers to certify such destruction in writing. Notwithstanding the foregoing, the Recipient or any

of its Representatives will not be required to destroy: (i) any Confidential Information retained as required by applicable law or *bona fide* professional standards; or (ii) electronic back-up versions of the Confidential Information to the extent such destruction is not reasonably practical. Notwithstanding the destruction or return of the Confidential Information, the Recipient and its Representatives will continue to be bound by the obligations of confidentiality and all other obligations hereunder during the term of this Agreement.

14. None of the Disclosing Parties, their Related Parties or the Monitor make or shall be deemed to make any representations or warranties, express or implied, as to the quality, accuracy or completeness of the Confidential Information disclosed hereunder. The Disclosing Parties, their Related Parties and the Monitor expressly disclaim any and all liability for representations or warranties, express or implied, or errors, contained in, or omissions from, the Confidential Information or other material made or to be made as part of the Confidential Information or otherwise. The Recipient hereby releases, indemnifies and holds the Disclosing Parties, their Related Parties and the Monitor and each of their respective Representatives harmless with respect to the use of or reliance upon the Confidential Information by the Recipient and its Representatives. The Recipient acknowledges and agrees that, except as otherwise expressly provided in a written definitive agreement, there are no duties or obligations whatsoever between the Recipient and the Disclosing Parties or their Related Parties except the duties and obligations expressly provided for under this Agreement. Subject to any definitive agreement entered into by the Parties, the Recipient agrees that it shall rely upon its own investigations, due diligence, assessments and analysis in evaluating the Transaction.
15. No contract or agreement providing for a Transaction shall be deemed to exist unless and until a definitive agreement in respect of a Transaction has been executed by the Recipient and the Disclosing Parties. Nothing contained herein is intended to confer upon the Recipient any right whatsoever to require or force the Disclosing Parties to enter into or close a Transaction with the Recipient. The Recipient understands and agrees that, except as may be otherwise agreed by the Recipient and the Disclosing Parties in a definitive agreement executed by them in respect of the Transaction:
 - (a) the Disclosing Parties and the Monitor shall conduct the process for a possible Transaction as they in their sole discretion shall determine, including negotiating with any other Person and entering into a definitive agreement in respect of a Transaction with any other Person without prior notice to the Recipient or any other Person; and
 - (b) the Recipient shall not have any claims whatsoever against the Disclosing Parties, their Related Parties or the Monitor or any of their respective Representatives arising out of or relating to a Transaction.
16. The Recipient, its Related Parties and all of their Representatives shall not, without the prior written consent of the Disclosing Parties or the Monitor, initiate or arrange, directly or indirectly, or maintain contact with:
 - (a) any director, officer, employee, contractor or agent of the Disclosing Parties or their Related Parties, except for those contacts: (i) which have been identified by the Disclosing Parties or the Monitor as contacts for the express purpose of facilitating the Transaction and/or the provision of Confidential Information; (ii) made in the ordinary course of business unrelated to the Transaction; or (iii) otherwise with the prior written consent of the Disclosing Parties and the Monitor; or

- (b) any customer or supplier of the Disclosing Parties or any of their Affiliates regarding the Transaction, the Confidential Information, or any other aspect of the business of the Disclosing Parties or their Affiliates, without the prior written consent of the Disclosing Parties and the Monitor.
17. The Recipient, its Related Parties and all of their Representatives shall not, for a period of 18 months from the date hereof, directly or indirectly, solicit for employment or engagement of any employee, officer, director or contractor (who works exclusively for any individual or collection of the Disclosing Parties or their Affiliates) of the Disclosing Parties or their Affiliates whom the Recipient and its Representatives have become aware of in connection with the Recipient's consideration of the Transaction, except that the foregoing will not prohibit the Recipient from: (i) engaging in general solicitations or advertisements regarding employment; or (ii) soliciting or hiring any such person who: (A) responds to any general solicitation placed by the Recipient (including, without limitation, any recruitment efforts conducted by any recruitment agency); or (B) contacted the Recipient at his or her own initiative without any prior direct solicitation by the Recipient in violation of this Agreement.
18. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Recipient also hereby irrevocably and unconditionally consents to submit to the jurisdiction of the Supreme Court of British Columbia in the City of Vancouver, British Columbia, for any sanctions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby (and the Recipient agrees not to commence any action, suit or proceeding relating thereto except in such courts). The Recipient further agrees that service of process, summons, notice or document by registered mail to the Recipient's address set forth in Section 19 shall be effective service of process for any action, suit or proceeding brought against the Recipient in any such court. The Recipient hereby irrevocably and unconditionally waives any objection to the laying of the venue of any action, suit or proceeding arising out of this Agreement of the transactions contemplated hereby, in the courts of the Province of British Columbia, Canada and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The Parties expressly waive their right to a jury trial.
19. All notices, consents and other instruments which are required or may be given pursuant to this Agreement must be given in writing and delivered personally or by electronic mail as follows:

In the case of the Disclosing Parties to:

Miller Thomson LLP

2200 – 700 West Georgia Street
Vancouver, BC, V7Y 1K8

Attention: Asim Iqbal, Bryan Hicks, and Monica Faheim
Email: aiqbal@millერთhompson.com; bhicks@millერთhompson.com;
mfaheim@millერთhompson.com

In the case of the Monitor to:

Grant Thornton Limited

Suite 1600, 333 Seymour Street
Vancouver, BC V6B 0A4

Attention: Mark Wentzell and Bruce Bando
Tel: 604-443-2173/416-369-6418
Email: mark.wentzell@ca.gt.com / bruce.bando@ca.gt.com

with a copy to:

Cassels Brock & Blackwell LLP

2200 – 885 West Georgia Street
Vancouver, BC V6C 3E8

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

In the case of the Recipient to:



All notices will be deemed to have been duly given at the time of delivery or, in the case of electronic mail, on the first business day after electronic mailing, as the case may be.

20. The Recipient shall not assign this Agreement or any rights and benefits hereunder, in whole or in part to any Person without the prior written consent of the Disclosing Parties and the Monitor, which consent may be withheld in each of the Disclosing Parties' and the Monitor's sole and absolute discretion. This Agreement shall enure to the benefit of the Parties and their lawful successors and permitted assigns. The Recipient acknowledges and agrees that the Disclosing Parties shall be entitled to assign this Agreement, without notice to, or consent by, the Recipient, to any purchaser of: (i) all or substantially all the assets of the Disclosing Parties (whether pursuant to the SISP, or otherwise); or (ii) the assets and/or business operations of the Disclosing Parties pursuant to the SISP. Any such purchaser shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.
21. To the extent that any Confidential Information includes materials subject to solicitor-client privilege or litigation privilege, neither the Disclosing Parties nor any of their Related Parties are waiving, and shall not be deemed to have waived or diminished, its solicitor-client privilege, litigation privilege or similar protections and privileges as a result of disclosing any Confidential Information (including Confidential Information related to pending or threatened litigation) to the Recipient or any of its Representatives.
22. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties. No waiver of any provision of this Agreement shall be valid except if provided in writing by a duly authorized representative of the Party proposing to grant the same. Further, no failure or delay by the

Disclosing Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

23. This Agreement comprises the full and complete agreement of the Parties with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties in respect hereof, whether written or oral, expressed or implied. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Time is of the essence with respect to this Agreement.
24. This Agreement may be executed and delivered in counterpart and by facsimile or emailed copies, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.
25. If the Recipient is or manages a private equity fund, the Disclosing Parties acknowledge that the Recipient and its Representatives may serve as directors of portfolio companies of such fund, and agrees that such portfolio companies will not be deemed to have received Confidential Information solely because any such individual serves on the board of such portfolio company, provided that: (i) the individual has not provided such portfolio company or any director, officer or employee of such portfolio company with Confidential Information; and (ii) such portfolio company does not act at the direction of or with encouragement from the Recipient, its Related Parties, or their Representatives with respect to any matters contemplated hereby.

[Remainder of page left blank. Signature page follows.]

IN WITNESS WHEREOF, the duly authorized representative of each of the Parties has caused this Agreement to be executed on the date first written above.

Monitor:

GRANT THORNTON LIMITED, in its capacity as Court-appointed Monitor of the Disclosing Parties and not in its personal capacity

Per: _____
Name: _____
Title: _____

Disclosing Parties:

BRON MEDIA CORP., in its own capacity and as agent for the entities listed at Schedule "A" hereto

Per: _____
Name: _____
Title: _____

Recipient:



Per: _____
Name: _____
Title: _____

Schedule “A”

List of Disclosing Parties
(See attached)

ACKNOWLEDGEMENT
AND PARTICIPATION LETTER

The undersigned (the “**Potential Bidder**”) hereby acknowledges receipt of the document entitled “Sales and Investment Solicitation Process BRON Group of Companies” (the “**SISP Procedures**”), being Schedule “B” to the Sale and Solicitation Process Order of Justice Gomery of the Supreme Court of British Columbia dated July 28, 2023 and that compliance with the terms and provisions of the SISP Procedures is required in order to participate in the sales and investment solicitation process for BRON (as defined in the SISP Procedures) and for any LOI or Final Bid (both as defined in the SISP Procedures) to be considered by BRON (as defined in the SISP Procedures) and the Monitor (as defined in the SISP Procedures). The Potential Bidder also agrees to be bound, and acknowledges that it will be bound, by the terms of the SISP Procedures.

Pursuant to paragraph 14 of the SISP Procedures the Potential Bidder **hereby encloses with this letter** an executed copy of the Confidentiality and Non-Disclosure Agreement.

Dated this ____day August, 2023.

Name of Potential Bidder

Per: _____

Name:

Title:

Appendix 14

Archived: Thursday, October 26, 2023 3:48:23 PM

From:

To:

Cc:

Subject: SISP Tracker and Documents

Sensitivity: Normal

Attachments:

Bron Media – SISP tracker (2023-07-30).xlsx
Bron Media - Draft Teaser July 30_23.DOCX
Confidentiality Agreement July 30_23.docx
BRON - Newspaper Ad July 30_23.DOCX
SISP Participation Letter July 30_23.docx
Acknowledgement of the SISP Procedures July 30_23.docx

To Bron Management,

Attached is the SISP tracker that was provided to you on July 26, 2023 and updated to today.

Since then, we have completed and have attached the following final draft documents:

1. Teaser (please review the wording only and ignore the formatting, which the latter will be completed once the Monitor goes to print. There are 2 NTD's for Bron and Miller Thomson)
2. Confidentiality Agreement
3. Newspaper Advertisement
4. Participation Letter
5. Acknowledgement of the SISP Procedures

Please provide comments as soon as possible as these must be ready for release on August 1, 2023. Due to the time it will take to publish the Teaser by our marketing group, we will be providing a final draft of the Teaser first thing Monday morning EST.

There are now two immediately critical tasks that must be completed, where Bron must take the lead, and work with the Monitor, as Bron are the ones who are the most familiar with the assets and underlying documents:

1. Compile a complete list of assets that are subject to the SISP.
2. Develop and populate the virtual dataroom.

Compile a complete list of assets that are subject to the SISP

The Monitor's First Report listed 4 categories of assets:

- a. WIP Projects yet to be sold (3 Digital and 9 Live Action)
- b. Creative projects (these were generally described but none were specified)
- c. BRON Group's existing library of titles (these were generally described but none were specified)
- d. Intellectual property of BRON Digital USA, LLC (Epic Games) – Unreal Engine Digital Pipeline

As Miller Thomson can attest, the success of a SISP depends on, among other things, that: (i) there is a complete and sufficiently proper description of the assets for sale; (ii) the assets are properly presented and indexed and easily understood and (iii) the assets are adequately exposed to the market such that a reasonable group of buyers who ought to submit offers have been provided sufficient time to so do. The SISP Order provides the authority for point (iii) and forms the basis for such assets to be exposed.

In terms of point (i), Bron has provided the “BRON Projects MASTER 2 JUL25 2023 18h21 (GT)” file which lists some 116 films, which we assume covers a. and c. above. All investments subject to sale should be added, as well as anything in b. and d. above. In addition, other assets (e.g. tax credit receivables, UK assets, and other balance sheet assets as noted in our Memorandum of July 12, 2023 to include accounts receivables, prepaids and property and equipment, collectively, the “**Other Assets**”) should be listed.

We would like to discuss this on the regular PT 8:00am call on Monday July 31, 2023.

Develop and populate the virtual dataroom

This section addressed point (ii) above and is what we would also like to discuss on this Monday’s call. The dataroom needs to be properly constructed which would provide potential purchasers all of the documents necessary in Bron’s possession to make the best-informed decision based on such documents, which would minimize the number of conditional offers being submitted, and which would minimize criticism being expressed by the stakeholders, particularly those who made submissions to the Court on July 27 and July 28, 2023.

Based on the “BRON Projects MASTER 2 JUL25 2023 18h21 (GT)” file, we propose that the dataroom be organized to include but not limited to 116 folders coinciding with each of the 116 films. Each of these folders would contain all of the agreements/contracts/other arrangements supporting the columns on the spreadsheet which may include: sales agent agreements, CDA/US/WW distribution agreements, document identifying IP ownership (and Bron legal entity), agreement identifying BRON share of net profits, current debt name and amount, agreements regarding Avails, streaming agreements, etc. We do not believe the current structure of the Bron dataroom would suffice. This is the reason for our concern of available resources in light of the timeline in the SISP Order.

Similar separate folders would be organized by investment, and b. and d, above as well as the Other Assets.

Bron may not be used to this type of dataroom organization; but we submit that such discipline is necessary so that the SISP has the best chance of success, as this is a Court-supervised process and one to which the Court expects proper execution of the SISP.

We encourage Miller Thomson to provide their thoughts on the foregoing.

Cash Flow

One other matter which we would like to bring to you attention. In Court this week, there was discussion that some of the creditors in attendance requested that the Monitor be able to, should they so ask, identify which Bron legal entity to which each disbursement pertains. In some cases it would be a single Bron entity and in others, it may be multiple. If the latter is the case and if a disbursement is allocated, then the creditors want to know the basis of the allocation and thus what each of the Bron entities are allocated. In this regard, could you please provide such an analysis of all payments since the beginning of the CCAA Proceedings on July 19, 2023.

Regards,

Bruce S. Bando, CPA, CA, CIRP, LIT | Vice President

Grant Thornton Limited

11th Floor | 200 King Street West | Toronto | ON | M5H 3T4

T +1 416 369 6418 | C +1 647 403 9131

E Bruce.Bando@ca.gt.com | W <http://www.grantthornton.ca/>





Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our fifteenth consecutive year!

Appendix 15

Brian Kavanaugh-Jones

Professional Summary

Accomplished Entertainment Strategist with high-level relationships and proven track record: Packaged, negotiated, and sold hundreds of film and television projects. Built businesses and complex slate financing models for leading media companies as a representative. Founded an innovative, talent-focused management production company which has grown into a leading firm. Developed and produced a diverse slate of over 60+ films and television shows with multiple award-winning projects that represent over \$1B in production budgets. Successfully incubated multiple new businesses including QCODE, a podcast network valued at over \$40M+. Adept negotiator and relationship builder with a wide network of high-value relationships across media and entertainment.

Professional Experience

Co-President of Production and Film, Partner, Range Media Partners, June 2023-Present

- Merged Automatik with Range Media Partners.
- Now leading the production and film teams, with the intention of making 10+ movies a year with the shared resources and synergies at the company.

Co-CEO and President, Automatik – Founding Partner, Grandview, 2014-2023

- Co-founded Grandview and successfully merged it with Automatik, resulting in a talent-focused production and management powerhouse.
- Led the growth of Grandview from 6 to 40 employees, achieving significant year-over-year profit/revenue gains.
- Managed a representation business with over 500 clients, including high-profile industry figures such as Ryan Condal (GAME OF THRONES), Adam Wingard (GODZILLA VS KONG), Matt Charman (BRIDGE OF SPIES), and Peter Craig (THE TOWN), resulting in increased company reputation and influence.
- Produced over 60 film and television projects, including franchises like INSIDIOUS and SINISTER, generating diverse award-winning films such as BAD EDUCATION and ENCOUNTER.
- Managed production budgets totaling well over \$1 billion, ensuring projects were delivered on time and within budget constraints.
- Incubated QCODE, a pioneering podcast network from ideation to a thriving business valued at over \$40 million, contributing to diversified revenue streams and industry influence.

CEO and President, Automatik, 2010-2014

- Built and maintained strong relationships in the international distribution community, facilitating successful distribution deals and maximizing global reach for produced content.
- Produced 25 movies in 4 years which included INSIDIOUS (Patrick Wilson, Rose Byrne), SINISTER (Ethan Hawke), TAKE SHELTER (Michael Shannon) and SAFE (Jason Statham).
- Created, negotiated and managed Alliance's deal with Jason Blum, which resulted in significant profits for the company.

Agent – Film Finance, CAA, 2003-2010

- Raised financing for and secured distribution rights to more than 500 films during tenure, demonstrating exceptional financial acumen and negotiation skills.

Education

Bachelor of Arts, Fine Arts, University of California, Santa Cruz

Appendix 16

CONSULTING AGREEMENT

THIS AGREEMENT dated as of the 28th day of August, 2023 (this “**Agreement**”)

BETWEEN:

GRANT THORNTON LIMITED, solely in its capacity as the Court-appointed Monitor of the parties listed in Schedule “A” hereto (the “**Petitioners**”) and not in its personal or corporate capacity
(in such capacity, the “**Monitor**”)

AND:

BRIAN KAVANAUGH-JONES
(the “**Consultant**” and, together with the Monitor, the “**Parties**” and each a “**Party**”)

WHEREAS:

- A. On July 19, 2023, the Supreme Court of British Columbia (the “**Court**”) pronounced an initial order in respect of the Petitioners (the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36. The Initial Order commenced restructuring proceedings in respect of the Petitioners and appointed Grant Thornton Limited as the Monitor of the Petitioners.
- B. The Initial Order empowers the Monitor to, among other things, hire such “persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations” thereunder.
- C. On July 28, 2023, the Court pronounced an order, among other things, approving a sale and investment solicitation process (the “**SISP**”) and authorizing the Monitor to run the SISP for the purposes of soliciting interest in, and opportunities for, one of more of any combination of: (i) a restructuring, recapitalization or other form of reorganization of the business and affairs of the Petitioners as a going concern; or (ii) a sale of all, or substantially all of the Petitioners’ assets and/or business operations as a going concern or otherwise. The marketing phase of the SISP commenced on or about August 1, 2023.
- D. The Monitor wishes to engage the Consultant to provide the Services (as defined below) to the Monitor to assist it in implementing the SISP.

NOW THEREFORE in consideration of the mutual covenants and agreements of the Parties contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 ENGAGEMENT OF CONSULTANT

1.1 Independent Contractor

- (a) The Parties acknowledge and agree that the Monitor will engage the Consultant to perform the Services (as defined below) as an independent contractor and not as an employee.
- (b) The Consultant acknowledges and agrees that the Monitor will not be required to make any source deductions or contributions (including those relating to income tax, sales taxes, employment insurance, or retirement benefits) in respect of the engagement of the Consultant.
- (c) The Consultant will indemnify and save the Monitor harmless from all liabilities, damages, fines, interest or penalties which any it may incur arising out of or relating to any material uncured breach by the Consultant of this Agreement (including grossly negligent performance of the Services (as defined below)) or any failure by the Consultant to make any payments, withholdings, deductions or remittances as may be required by law to be made by the Consultant.
- (d) The Consultant acknowledges agrees that, in its capacity as a consultant, it is not entitled to any benefits, rights, pre-requisites or privileges provided by the Monitor, including vacation, group insurance, and pensions.

1.2 Services

The Monitor agrees to engage the Consultant to provide, and the Consultant agrees to provide, the following consulting services to the Monitor (collectively, the “**Services**”):

- (a) review and advise on the nature and value of the Petitioners’ assets;
- (b) review the information and documentation in the data-room maintained by the Monitor;
- (c) advise the Monitor during the Monitor’s implementation of the SISP;
- (d) assist the Monitor in evaluating bids in the SISP; and
- (e) provide such other consulting services as the Monitor, in consultation with the Petitioners, may advise.

The Monitor acknowledges that (i) Consultant’s Services as set forth above are based on his experience as a feature film producer with expertise in the development and production of feature films; (ii) Consultant is not a financial analyst, accountant, or attorney in the feature film industry; and (ii) the valuation of prospective feature film projects (scripts, intellectual property, packaged elements, etc.) is to a significant extent a subjective and speculative endeavor.

1.3 “As-Needed”

The Consultant will provide the Services to the Monitor on an “as-needed” basis (taking into account Consultant’s other professional obligations), as reasonably requested and directed by the Monitor in the Monitor’s sole reasonable discretion.

1.4 Term

The Monitor will engage the Consultant to provide the Services for a term commencing on the date hereof and terminating on either:

- (a) the date that one or more transactions in the SISP closes; or
- (b) such earlier date as provided by Section 3.1 hereof (the “**Term**”).

ARTICLE 2 REMUNERATION OF CONSULTANT

2.1 Fee

The Monitor will pay the Consultant an hourly fee of USD\$1,000 as documented in each Invoice (as defined below) for the Services provided by the Consultant to the Monitor during the Term. The Consultant shall keep a contemporaneous record of time spent on providing the Services, which shall be recorded in increments no greater than a tenth of an hour (i.e., six-minute increments).

2.2 No Other Remuneration

Other than as set out in Section 2.1 above, the Consultant will not be entitled to any other remuneration for the provision of the Services.

2.3 Invoices

For each week ending on a Sunday during which the Consultant has performed Services, the Consultant will use good faith efforts to issue an invoice (each, an “**Invoice**”) to the Monitor by no later than 5 pm Pacific Time of the following Wednesday detailing the number of hours the Consultant spent providing Services, the nature of the Services he provided, and the applicable cost (it being understood and agreed that failure to adhere to such time limit for issuing an invoice will not be a breach hereof).

The Monitor shall treat the amount of each Invoice as a disbursement of the Monitor and shall bill such amount to the Petitioners. The Monitor shall remit payment of the amount of each Invoice to the Consultant within twenty-one days of the Monitor’s receipt of an Invoice from Consultant.

ARTICLE 3 TERMINATION

3.1 Termination of this Agreement

This Agreement may be terminated at any time:

- (a) by the Monitor, upon providing two days' written notice to the Consultant;
- (b) by the Consultant, upon providing one week's written notice to the Monitor;
or
- (c) otherwise, by mutual written consent of the Parties.

ARTICLE 4 CONFIDENTIALITY

4.1 Confidentiality

The Consultant agrees that he will not disclose the terms of this Agreement to anyone at any time, other than to his legal and financial advisors, or as required by law.

4.2 Non-Disclosure Agreement

The Consultant further agrees to execute and abide by the terms of the Non-Disclosure Agreement attached hereto as Schedule "B".

4.3 Injunctive Relief

The Consultant agrees that, without prejudice to any and all remedies which may be available to the Monitor at law or in equity, injunctive relief may be the only effective relief for a breach of the covenants of the Consultant hereunder and the Consultant agrees that the Monitor will be entitled to injunctive relief to enforce any of the covenants herein of the Consultant upon the breach or threatened breach thereof, together with reimbursement for all legal fees and other expenses incurred in connection therewith on a solicitor-and-own-client basis; provided however that Consultant's liability in the aggregate will be no greater than the Fees received pursuant to this Agreement.

ARTICLE 5 MISCELLANEOUS

5.1 Applicable Law

This Agreement will be construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

5.2 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the Parties, constitute the entire agreement between the Parties and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. No supplement, modification or waiver or termination of this Agreement will be binding unless executed in writing by the Parties in the same manner as the execution of this Agreement.

5.3 Waiver

No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions nor will any waiver constitute a continuing waiver unless otherwise expressed or provided.

5.4 Successors

This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors, heirs, executors, administrators, and personal representatives, as applicable.

5.5 Notice

Any notice or other communication to be given under or in connection with this Agreement will be in writing and will be given by personal delivery or by email or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below:

(a) to the Monitor:

Grant Thornton Limited
1580 – 333 Seymour Street
Vancouver, BC V6B 0A4

Attn: Mark Wentzell and Bruce Bando
Email: mark.wentzell@ca.gt.com
bruce.bando@ca.gt.com

copy to:

Cassels Brock & Blackwell LLP
2200 – 885 West Georgia Street
Vancouver, BC V6C 3E8

Attn: John Birch and Forrest Finn
Email: jbirch@cassels.com
ffinn@cassels.com

(b) to the Consultant

Brian Kavanaugh-Jones
2425 Michigan Avenue
Santa Monica, CA 90404
Email: bkjones@rangemp.com

5.6 Counterparts; Electronic Transmission

This Agreement may be executed in any number of counterparts, all of which taken together will be deemed to constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by electronic transmission via email and that the reproduction of signatures by way of electronic transmission via email will be treated as though such reproduction were executed originals and each Party undertakes to

provide the other with a copy of this Agreement bearing original signatures within a reasonable time after the date of execution.

[Signature page follows]

IN WITNESS WHEREOF the Parties thereto have executed this Agreement under seal as evidenced by their properly authorized officers in that behalf as of the day and year first above written.



Witness signature

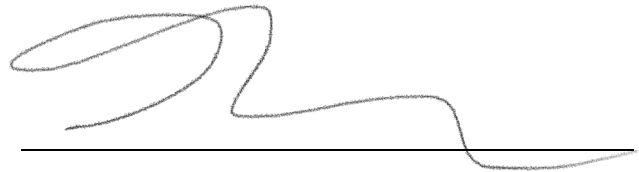
Name:

*(please
print)*

Shana Feste

Address:

1701 San Gabriel St
Austin TX, 78701



BRIAN KAVANAUGH-JONES

GRANT THORNTON LIMITED, solely in its capacity as the Court-appointed Monitor of the Petitioners and not in its personal or corporate capacity

Per: _____



Name: Mark Wentzell, CPA, CA, CIRP, LIT
Title: Senior Vice President

I have the authority to bind the corporation

SCHEDULE "A"
THE PETITIONERS

1. BRON Animation Inc.
2. BRON Creative Corp.
3. BRON Developments Inc.
4. BRON Media Corp.
5. BRON Media Holdings Intl. Corp.
6. BRON Media Holdings USA Inc.
7. BRON Releasing Inc.
8. BRON Studios Inc.
9. BRON Ventures 1 (Canada) Corp.
10. BRON Everest Productions Inc.
11. Fables Productions BC Inc.
12. Gossamer Productions BC Inc.
13. Hench 2 BC Productions Inc.
14. Henchmen Productions Inc.
15. Robin Hood Digital PC BC Inc.
16. Windor Productions BC Inc.
17. BRON Creative USA, Corp.
18. BRON Digital USA, LLC
19. BRON Life USA Inc. (BRON Legacy USA Inc.)
20. BRON Media Holdings USA Corp.
21. BRON Releasing USA Inc.
22. BRON Studios USA Inc.
23. BRON Ventures 1, LLC
24. BRON Studios USA Developments Inc.
25. Bakhorma, LLC
26. Drunk Parents, LLC
27. Fables Holdings USA, LLC
28. Fables Productions USA Inc.
29. Gossamer Holdings USA, LLC
30. Gossamer Productions USA Inc.
31. Harry Haft Productions, Inc.
32. Heavyweight Holdings, LLC (previously Harry Haft Films, LLC)
33. I Am Pink Productions, LLC
34. Lucite Desk, LLC
35. National Anthem Holdings, LLC (f.k.a. BCDC Holdings, LLC)
36. National Anthem ProdCo Inc.
37. Oakland Pictures Holdings, LLC
38. Pathway Productions, LLC
39. Robin Hood Digital PC USA Inc.
40. Robin Hood Digital USA, LLC
41. Solitary Holdings USA, LLC
42. Surrounded Holdings USA LLC
43. Welcome to Me, LLC

SCHEDULE “B”
NON-DISCLOSURE AGREEMENT
(see attached)

Appendix 17

Archived: Thursday, October 26, 2023 3:50:30 PM

From: [Bron Media](#)

Sent: Thu, 31 Aug 2023 20:16:32

Cc: [Bron Media](#)

Subject: BRON Media - Co-Finance Agreement Carry Distribution

Sensitivity: Normal

Dear Potential Bidder

We are writing to provide some further general information about how the carried interest is calculated for several film slates in relation to which one or more BRON entities have the right to receive certain proceeds and how the Monitor requests that bids for BRON's rights to receive proceeds from film slates be structured.

Pursuant to the Co-Finance agreements entered into between certain Bron entities and either the studios and/or investors, monies are paid first to investors, with these investors receiving a refund of their capital contribution until fully repaid, and then payment of the Member's Preferred Return (e.g. in the case of Co-Finance Agreement entered into between BRON Creative WB1 LLC and Warner Bros. Pictures, this is a 15% p.a. return on Contributed Capital) until paid in full. After those amounts are paid, then the remaining proceeds are split between the investor and BRON Creative USA Corp (in the example of the WB1 Fund) on a certain percentage basis such as 70/30. The amount that the Managing Member (BRON Creative USA Corp. in the case of the WB1 Slate) receives is defined as the "Carry Distribution".

Due to methodology related to how carried interest is calculated, repayment of capital contributions and payments of the preferred return to investors as well as Carry Distributions are made on an aggregate basis in relation to the entire film slate. This makes it very difficult to attribute a given dollar of Carry Distribution to a given film. Therefore, any sale of the rights to the Carry Distribution for the slate should be done on an overall slate-wide basis rather than on an individual film basis.

The individual films in each of the slates have had varied levels of market success. As a result, the more successful films may constitute the largest share of funds that is available to repay investors, provide the preferred return, and then pay the BRON share of the carry distribution.

Finally, the Monitor would like to remind bidders that BRON Creative USA Corp. is only half-owned (i.e., a 50% interest) by BRON Studios USA Inc. Therefore, as a practical matter, any carry interest that is paid to BRON Creative USA Corp. will be split 50-50 between BRON Studios USA Inc. and the other shareholder of BRON Creative USA Corp. (which is a third party that is not a Petitioner in the CCAA proceedings).

The follow lists below include the specific projects within the Warner Brothers (WB1) and MGM slates.

The following motion pictures are part of the "Warner Brothers Slate":

- *The Mule*
- *Isn't It Romantic*
- *The Kitchen*
- *The Joker*
- *The Way Back*
- *Judas and the Black Messiah*

The following motion pictures are part of the "MGM Slate 1":

- *Child's Play*
- *Addams Family*
- *Bad Trip*
- *Gretel and Hansel*
- *Candyman*
- *Respect*

The following motion pictures are part of the "MGM Slate 2":

- *House of Gucci*

- *Cyrano*
- *Licorice Pizza*
- *Addams Family 2*
- *Thirteen Lives*

Best regards

Grant Thornton Limited

Suite 1600 | 333 Seymour Street | Vancouver | BC | V6B 0A4

T +1 866-481-9215

E BronMedia@ca.gt.com



Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our fifteenth consecutive year!

Appendix 18

Production / Project	Entity
Into the Forest	Into the Forest Productions BC Inc
The Ridge	Entity to be updated
Tabloid Dreams	BRON Studios Developments USA Inc.
Driftless Area	Driftless Area, LLC
I Saw the Light	I Saw the Light Movie, LLC
	I Saw The Light, LLC
Layover	Layover, LLC
National Anthem (Americana)	National Anthem ProdCo Inc.
	National Anthem Holdings, LLC
Parallel	Para Productions, LLC
Phil, Flossing & Plumbing	Phil Productions LLC
Tully	Tully Productions LLC
Fables	Fables Productions BC Inc.
	Fables Holding USA, LLC
	Fables Productions USA Inc.
Gossamer	Gossamer Productions BC Inc.
	Gossamer Productions USA Inc.
	Gossamer Holdings USA, LLC
Henchmen	Henchmen Productions Inc.
The Front Runner	Front Runner Productions, Inc.
A Single Shot	A Single Shot Movie, LLP
-	Blackhand Developments Inc.
-	Blackhand Pictures, LLC
-	BRON Next Film Production, LLC (BRON Life, LLC)
-	BRON Pictures Holdings, LLC
Beatriz at Dinner	Brown Amy, LLC
Drunk Parents	Drunk Parents Production Services Inc.
Assassination Nation	Erostratus LA, LLC
	Erostratus, LLC
Capone	Fonzo Production Services Inc.
	Fonzo, LLC
Front Runner	Front Runner, LLC
Prospect	Green Moon Inc.
Monster	Harmon Films, LLC
	Harmon Monster Films, Inc.
Meadowland	Meadowland Movie, LLC
	Meadowland Production Services Inc.
Leave No Trace	My Abandonment LLC
	Production Services Inc.
Needle in a Time Stack	Needle In A Timestack, LLC
Reggie	October Series Holdings, LLC
Red Sea Diving Resort	Red Sea LLC
	Red Sea Productions Inc.
-	Savant Developments Inc.
-	The Realm Productions USA LLC
Trust Me	TMF Productions, LLC
-	Tumbledown, LLC
Those Who Wish Me Dead	TWWMD Holdings, LLC
	TWWMD Productions, Inc.
Villains	Villains Pictures, LLC
	Villains Production Services, Inc.
-	Wonder Book Holdings USA, LLC
Anna	Hercules BRON Creative Partnership
A Simple Favor	
Chaos Walking	
Spy Who Dumped Me	
-	Surrounded Productions USA Inc.

Appendix 19

August 8, 2023

By email

Mark Wentzell
Grant Thornton
Vancouver, BC Office

Re: Bron Bankruptcy and Hercules Loan

Dear Mr. Wentzell,

We are counsel for Hercules Film Investors I (US), Inc., a Delaware limited liability company ("Hercules") in connection with a loan made to National Anthem Holdings, LLC, a Delaware limited liability company, a subsidiary of Bron Media Corp. ("Bron"). Hercules' loan is secured by a first-position security interest ("Hercules Security Interest") in a film currently entitled "Americana" (the "Film").

We were advised just today of a Motion ("U.S. Motion") being filed in a U.S. Bankruptcy Court under Chapter 15 of the U.S. Bankruptcy Code to recognize and enforce a Canadian Order in the Bron Canadian bankruptcy. The Canadian Order purports to grant a first-priority security interest (the "DIP Security Interest") in the Film to Creative Wealth Media Lending LP 2016 for a debtor-in-possession facility, thus subordinating the Hercules Security Interest. The hearing for the U.S. Motion will be held this coming Monday, with objections due in two days on August 10.

We would respectfully request that either the Order or the U.S. Motion be amended to either remove the DIP Security Interest from the Film or to subordinate it to the Hercules Security Interest for the reasons set forth below:

1. The grant of first position to the DIP Security Interest in the Film directly conflicts with the requirements of U.S. Bankruptcy Code section § 364(d), which provides as follows:

11 U.S. Code § 364(d)

(1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if—

(A) the trustee is unable to obtain such credit otherwise; and

(B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

(2) In any hearing under this subsection, the trustee has the burden of proof on the issue of adequate protection.

The Canadian Order did not comply with any of the requirements of this section.

2. The Motion is brought under Chapter 15 of the Bankruptcy Code, which includes the following sections:

11 U.S. Code § 1506 - Public policy exception

Nothing in this chapter prevents the court from refusing to take an action governed by this chapter if the action would be manifestly contrary to the public policy of the United States.

11 U.S. Code § 1522 - Protection of creditors and other interested persons

(a) The court may [recognize and enforce the Canadian Order], or may modify or terminate relief under subsection (c), only if the interests of the creditors and other interested entities, including the debtor, are sufficiently protected.

(b) The court may subject relief...to conditions it considers appropriate, including the giving of security or the filing of a bond.

(c) The court may, at the request of the foreign representative or an entity affected by relief ...or at its own motion, modify or terminate such relief.

3. U.S. courts will not enforce foreign bankruptcy orders that change the priorities for payment under U.S. law. This precise issue has already been addressed in Lehman Bros. Special Fin. Inc. v. BNY Corporate Tr. Servs. Ltd., 422 B.R. 407 (Bankr. S.D.N.Y. 2010). The court refused to enforce an English bankruptcy court order that reversed the order of priority of creditors under U.S. law. The court held as follows:

As general matter, courts will not extend comity to foreign proceedings when doing so would be contrary to policies or prejudicial to interests of the United States....The English Courts did not take into account principles of United States bankruptcy law.

4. Our facts involve a U.S. lender making a loan to a U.S. borrower for a film titled "Americana," and the loan had a first-position security that was perfected both in the U.S. Copyright Office and by a UCC-1. It is just not possible that a U.S. court would respect a foreign bankruptcy order that purports to ipso facto subordinate the Hercules Security Interest to the DIP

Security Interest without any compliance with the protections provided by Bankruptcy Code § 364(d).

5. Hercules was not given any advance notice of the Canadian Order, so it violates U.S. due process. Hercules wasn't even given notice of the U.S. Motion until yesterday. The Canadian Order might as well have been the decision of a Russian court ruling that the Film now belongs to Russia, with no notice, hearing, rationale, or compliance with any requirements of U.S. law.

Given the lack of notice, we are obviously disadvantaged with little time to file a proper objection, but we will obviously fight this matter at every turn, including appeals if needed until vindicated – as will surely happen. It will save Bron significant legal fees for it to agree to amend the Order or the Motion to either remove the DIP Security Interest from the Film or to subordinate it to the Hercules Security Interest.

We also request Bron's consent to the prompt sale of the Film to Lionsgate, as there is a pending offer for a \$3 million minimum guarantee that will be withdrawn shortly, and there are no viable alternatives. If that offer is withdrawn, all parties will suffer, including Bron and the DIP creditor, since there will be that much less money to go around.

Please let me know your intention on this matter at your earliest convenience in order to save all parties significant delays and legal fees.

Sincerely,

Sky

Schuyler Moore

Appendix 20

Reply Attention of: Tevia R. Jeffries
Direct Dial Number: 604 661 2174
Email Address: tjeffries@farris.com

FARRIS

File No: New

August 23, 2023

BY EMAIL

Miller Thomson LLP
700 West Georgia Street - Suite 2200
Vancouver, BC V7Y 1K8

Grant Thornton Limited
Suite 1600 - 333 Seymour Street
Vancouver BC V6B 0A4

Attention: Asim Iqbal, Bryan Hicks, Monica Faheim

Attention: Mark Wentzell, James Saxton, Eric Jamieson, Bruce Bando

Email : aiqbal@millerthomson.com;
bjhicks@millerthomson.com;
mfaheim@millerthomson.com

Email: Mark.Wentzell@ca.gt.com,
james.saxton@ca.gt.com,
Eric.Jamieson@ca.gt.com,
Bruce.Bando@ca.gt.com

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

**Re: In the Matter of Bron Media Corp.;
SCBC Vancouver Action No. S235084**

We refer to the above noted matter (the “**Bron CCAA Proceedings**”), and the application made for court approval of interim financing in the Bron CCAA Proceedings. We have recently been retained by Hercules Film Investors I (US), Inc. (“**Hercules**”).

As you are aware, Hercules provided a secured loan in respect of the production of the film referred to as “Americana” (f/k/a “National Anthem”), pursuant to that certain “National Anthem” Loan and Security Agreement dated December 13, 2022 (the “**Loan and Security Agreement**”). Certain of the Petitioners, Creative Wealth Media Finance Corp, Hercules and others are parties to and beneficiaries under that certain Collection Account Management Agreement dated April 3, 2023 (the “**CAMA**”).

We understand that the Petitioners proceeded with both the initial hearing and the comeback hearing without serving our client, notwithstanding the express requirements in the CCAA regarding service of secured parties. As a result, the applications before the Court were *ex parte* in relation to Hercules and the express requirements of sections 11.2 and 11.52 were not satisfied. The Petitioners also did not provide notice to Hercules of the recognition proceedings. We further understand that the failure to serve secured parties and the existence of the CAMA were not disclosed to the Court at the initial hearing and the comeback hearing. As a result, the Petitioners did not meet their burden of full and frank disclosure, in particular in light of the *ex parte* nature of the proceedings.

FARRIS LLP

25th Floor – 700 W Georgia Street Vancouver, BC Canada V7Y 1B3
Tel 604 684 9151 farris.com

August 23, 2023

- 2 -

FARRIS

Please be advised that, unless Hercules' secured interest in its collateral, as described in the Loan and Security Agreement, and all Entitlements pursuant to the CAMA are carved out of all priority charges granted in the Bron CCAA Proceedings, we will proceed with an application for a declaration that the priority charges do not attach, and to lift the stay in respect of, same. In such application, we expect to advance the position that the CAMA, on its face, creates an irrevocable trust over any proceeds acquired from the sale of "Americana" and its related intellectual property. Any proceeds of sale received by or on behalf of a Bron entity related to "Americana", whether realized inside or outside of the Bron CCAA Proceedings, are impressed with a trust pursuant to the express terms of the CAMA. Similarly, any proceeds received by Creative Wealth are similarly impressed with a trust and as such the Interim Lender cannot recover in respect of this asset in any event. The Petitioners have no beneficial ownership or interest, and in the alternative, the Petitioners have no equity, in "Americana" and its related intellectual property.

We are open to a discussion regarding a consensual path forward as to the procedure to achieve the carve out described above. If we are unable to come to agreement on a consensual path by Monday, August 28, 2023, we expect to receive instructions to proceed with an application to have the stay lifted. Please contact the undersigned to discuss.

Yours truly,

FARRIS LLP

Per:



Tevia R. Jeffries*

*Denotes a Professional Law Corporation

TRJ/db

c.c.: Peter Dunne, Mike Shakra, David Gruber, Joshua Foster @ Bennett Jones LLP (dunnep@bennettjones.com, shakram@bennettjones.com, gruberd@bennettjones.com, fosterj@bennettjones.com)
Schuyler Moore @ Greenberg Glusker LLP (smoore@greenbergglusker.com)

Appendix 21

Archived: Thursday, October 26, 2023 3:51:38 PM

From: [Bob Yari](#)

Sent: Thu, 3 Aug 2023 00:31:35

To: [Wentzell, Mark](#); [Aaron Gilbert](#)

Cc: [Bando, Bruce](#); [Denise Zambrano](#)

Subject: RE: BRON: Solitary

Sensitivity: Normal

You don't often get email from bob@wonderhillstudios.com. [Learn why this is important](#)

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Thanks, Aaron and nice meeting you gentlemen via email as well. I definitely have time to get on a call before week's end. Copying Denise here who can help find a good time for all. Regards and looking forward to speaking. Bob

From: Wentzell, Mark <Mark.Wentzell@ca.gt.com>

Sent: Wednesday, August 2, 2023 4:11 PM

To: Aaron Gilbert <agilbert@bronstudios.com>; Bob Yari <bob@wonderhillstudios.com>

Cc: Bando, Bruce <Bruce.Bando@ca.gt.com>

Subject: RE: BRON: Solitary

You don't often get email from mark.wentzell@ca.gt.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Aaron, thank you for the introduction.

Bob, nice to meet you by email. We have already added you to the distribution list and you should be receiving information (Teaser, NDA etc.) from one of my colleagues very shortly.

I am copying in my colleague Bruce Bando who is working with me very closely in the Bron restructuring matter.

We would like to speak with you on your views on the Solitary distribution deal. Would you have some time to speak with me and/or Bruce over the next 1-2 days?

Kind regards
Mark

Mark Wentzell | Partner

Grant Thornton LLP

Suite 1600 | 333 Seymour Street | Vancouver | BC | V6B 0A4

T +1 604 443 2173 | F +1 604 685 6569

E Mark.Wentzell@ca.gt.com | W <http://www.grantthornton.ca/>

From: Aaron Gilbert <agilbert@bronstudios.com>

Sent: August 2, 2023 3:58 PM

To: Bob Yari <bob@wonderhillstudios.com>; Wentzell, Mark <Mark.Wentzell@ca.gt.com>

Subject: BRON: Solitary

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST

*****NEW*** DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST**

Hi Mark –

Please meet Bob Yari, who runs the film distribution group Wonder Hill.

We have an updated Memo coming your way as to why we are pushing to get our film Solitary's distribution deal closed with WH asap.

Separately, Bob would like to get on our distribution list for the SISP process. Can your team please add him?

Bob, pls meet Mark Wentzell from Grant Thornton. His firm is the court appointed monitor over the BRON group of companies during this creditor protection process.

We can arrange some time for the group of us to speak in the coming days.

Thx much.

Aaron

NOTE: Bob Yari is the Co-CEO of Wonder Hill. His number is 310-689-1475. bob@wonderhillstudios.com

Disclaimer: This email is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this email by persons or entities other than the addressee is prohibited. If you have received this email in error, please contact the sender immediately and delete the material from any computer.

Appendix 22

Archived: Thursday, October 26, 2023 3:52:41 PM

From: [Birch, John](#)

Sent: Fri, 15 Sep 2023 20:52:56

To: [Caitlin Fell](#)

Cc: dward@millerthomson.com; aiqbal@millerthomson.com; Bando, Bruce; Wentzell, Mark; Jamieson, Eric; Finn, Forrest; adam@adamdavids.com; [Shaun Parsons](#)

Subject: RE: The Monitor's position about WonderHill [IWOV-LEGAL.054920-00006]

Sensitivity: Normal

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST

I encourage you to read the SISP terms again.

Regarding an extension of time, there is simply not enough DIP funding for that because the cash runs out not long after October 6. Unless someone is providing further cash, I don't see an extension as feasible.

Regarding cross-examinations and an adjournment, I leave it to you to decide whether you think that the court will grant that relief.

Cassels | **JOHN BIRCH**
Partner
t: +1 416 860 5225
e: jbirch@cassels.com

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Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
Services provided through a professional corporation

From: Caitlin Fell <cfell@reconllp.com>

Sent: Friday, September 15, 2023 4:44 PM

To: Birch, John <jbirch@cassels.com>

Cc: dward@millerthomson.com; aiqbal@millerthomson.com; Bruce.Bando@ca.gt.com; Mark.Wentzell@ca.gt.com; Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>; adam@adamdavids.com; Shaun.Parsons@reconllp.com

Subject: Re: The Monitor's position about WonderHill [IWOV-LEGAL.054920-00006]

CAUTION: External Email

Thanks I will review the sisp but I'm sure the Monitor can extend the date using its discretion. Otherwise we will advise the court of the need for extension and obtain leave for cross examination.

RECON | Caitlin Fell
Partner
T | [416.613.8282](tel:416.613.8282)
C | [416.258.5843](tel:416.258.5843)
E | cfell@reconllp.com
RECONSTRUCT LLP

Reconstruct LLP | Restructuring and Litigation Lawyers
200 Bay Street | Suite 2305 | Box 120 | Toronto ON M5J 2J3

On Sep 15, 2023, at 4:36 PM, Birch, John <jbirch@cassels.com> wrote:

📎

The SISP, approved by the court, provides for a closing date no later than October 6. Hence the proposed timing of sale approval. The Monitor is stuck with the tight timeframe and we are in the hands of the court regarding what hearing date is available. It is likely to be October 3, 4, or 5. (October 2 is a court holiday in B.C.). We are waiting to hear from the court about which date is available.

Second, there are no cross-examinations under the B.C. Rules without leave.

<image001.png>

JOHN BIRCH
Partner
t: +1 416 860 5225
e: jbirch@cassels.com

From: Caitlin Fell <cfell@reconllp.com>
Sent: Friday, September 15, 2023 4:28 PM
To: Birch, John <jbirch@cassels.com>
Cc: dward@millierthomson.com; aiqbal@millierthomson.com; Bruce.Bando@ca.gt.com; Mark.Wentzell@ca.gt.com; Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>; adam@adamdavids.com; Shaun Parsons <sparsons@reconllp.com>
Subject: Re: The Monitor's position about WonderHill [IWOV-LEGAL.054920-00006]

CAUTION: External Email

John - any sale approval with the solitary movie will be opposed by my client. And the October 2,3,4 dates are too early and do not work for us. We will need time for cross examination etc. Accordingly - as mentioned please consult with us first on sale approval dates for any sale which deals with the Solitary film.

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On Sep 15, 2023, at 4:21 PM, Birch, John <jbirch@cassels.com> wrote:



We will have to see. Your position is based on certain assumptions which a court may not ultimately give credence to.

In any event, the bid deadline has not yet occurred, so I don't know at this stage whether any bid for Solitary will be made.

<image001.png>

JOHN BIRCH
Partner
t: +1 416 860 5225
e: jbirch@cassels.com

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Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada
Services provided through a professional corporation

From: Caitlin Fell <cfell@reconllp.com>
Sent: Friday, September 15, 2023 3:54 PM
To: Birch, John <jbirch@cassels.com>
Cc: dward@millierthomson.com; aiqbal@millierthomson.com; Bruce.Bando@ca.gt.com; Mark.Wentzell@ca.gt.com; Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>; adam@adamdavids.com; Shaun Parsons <sparsons@reconllp.com>
Subject: Re: The Monitor's position about WonderHill [IWOV-LEGAL.054920-00006]

CAUTION: External Email

Understood. However any sale could not include a sale of the solitary movie in terms of distribution rights.

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On Sep 15, 2023, at 3:48 PM, Birch, John <jbirch@cassels.com> wrote:



We are happy to coordinate scheduling. At the moment, the Monitor is trying to schedule a sales approval motion on October 3, 4, or 5. At this stage, we don't know whether the court would have time to hear any other applications by creditors. If not, it would be sometime after that.

<image001.png>

JOHN BIRCH

Partner

t: +1 416 860 5225

e: jbirch@cassels.com

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40 Temperance St.

Toronto, ON M5H 0B4 Canada

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From: Caitlin Fell <cfell@reconllp.com>

Sent: Friday, September 15, 2023 3:40 PM

To: Birch, John <jbirch@cassels.com>

Cc: dward@millerthomson.com; aiqbal@millerthomson.com; Bruce.Bando@ca.gt.com; Mark.Wentzell@ca.gt.com; Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>; adam@adamdavids.com; Shaun Parsons <sparsons@reconllp.com>

Subject: Re: The Monitor's position about WonderHill [IWOV-LEGAL.054920-00006]

CAUTION: External Email

I would suggest you reach out to the court and copy me pls.

Caitlin Fell

Partner

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C | [416.258.5843](tel:416.258.5843)

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On Sep 15, 2023, at 3:38 PM, Birch, John <jbirch@cassels.com> wrote:



You will need to coordinate any booking with the Monitor and BRON. Please consult us first, since there are likely a number of issues that will need to be determined and this will need to be coordinated across the CCAA proceeding more generally. The goal would be to book one, longer hearing to address all of the various creditor issues.

<image001.png>

JOHN BIRCH

Partner

t: +1 416 860 5225

e: jbirch@cassels.com

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40 Temperance St.

Toronto, ON M5H 0B4 Canada

Services provided through a professional corporation

From: Caitlin Fell <cfell@reconllp.com>

Sent: Friday, September 15, 2023 3:35 PM

To: Birch, John <jbirch@cassels.com>

Cc: dward@millerthomson.com; aiqbal@millerthomson.com; Bruce.Bando@ca.gt.com; Mark.Wentzell@ca.gt.com; Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>; adam@adamdavids.com; Shaun Parsons <sparsons@reconllp.com>

Subject: Re: The Monitor's position about WonderHill [IWOV-LEGAL.054920-00006]

CAUTION: External Email

Thanks John

We will need to book court time. We will email the court.

— Caitlin Fell
Partner
T | [416.613.8282](tel:416.613.8282)
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On Sep 15, 2023, at 3:06 PM, Birch, John <jbirch@cassels.com> wrote:



Dear Caitlin,

Sorry for the delay in responding. As I am sure you can appreciate, things have been hectic in these last few days of the SISP leading to today's bid deadline.

I have reviewed all of your emails and letters and the contemporaneous emails and draft agreements that you provided. I have also spoken to David Ward at Miller Thomson LLP, who is the point person at that firm dealing with that issue.

After looking at everything, there does not appear to have been any meeting of the minds between BRON and WonderHill and therefore there is no distribution agreement in place.

In coming to this view, we considered a number of factors. First, WonderHill's position on the deal terms has changed over time. For example, in your 8:31 am email on September 7, you clearly state that the deal terms were in place as of May 5. There was no discussion of, or agreement regarding, the Editing Set-Off at that time.

I then followed up with you about the Editing Set-Off (by email of 6:11 pm on September 7). In response to that, at 5:49 am on September 12 (see the string below), you advised on behalf of WonderHill that the Editing Set-Off was agreed to on May 10 or some subsequent date. WonderHill then took some time after May 10 (more than a month) to prepare a draft distribution agreement. When it sends that agreement to BRON on June 15, BRON promptly responds 11 days later by sending back to WonderHill an amended agreement that removes the Editing Set-Off. Thus, it appears that as soon as it became clear that WonderHill was looking for that additional term beyond what had been discussed up to May 5, BRON effectively rejected the request made on May 10.

CJ Vranca's email of 4:23 pm on June 26 also implies that the Editing Set-Off was not resolved at that stage. Vranca says, "We agreed to cover edit costs, but it must be applied as a credit to the \$1M MG..." That statement makes it clear that the application as a credit to the MG was still a "request" at that stage, not something that BRON had agreed to.

What WonderHill is saying is that there is a deal whereby the editing costs come off the top and are deducted from the \$1 million Minimum Guarantee. That is a very significant term because it essentially gives WonderHill free rein on editing expenses and BRON could end up with little or no cash payment in relation to the MG. That is a very different provision than if editing costs were paid up front by WonderHill but were recouped down the road out of revenues (therefore not reducing the up front \$1 million payment).

I appreciate that WonderHill says that it took certain steps to move forward with activities relating to distribution. That may well be the case, but excessive eagerness on the part of WonderHill is not evidence of a contract on specific terms existing.

The Monitor had hoped that this issue could be resolved. However, since it is clear that WonderHill's position is that the only meeting of the minds includes the Editing Set-Off but BRON does not consider that there was any meeting of the minds that

included that material term, the Monitor does not believe that there is any binding agreement.

WonderHill and BRON are free to continue without prejudice discussions regarding a distribution agreement, subject any restrictions that may be imposed by the SISF procedures (since as if there is an accepted bid that includes Solitary).

If the matter cannot be resolved, then the parties will need to seek a ruling from the court.

<image001.png>

JOHN BIRCH

Partner

t: +1 416 860 5225

e: jbirch@cassels.com

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Toronto, ON M5H 0B4 Canada

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From: Caitlin Fell <cfell@reconllp.com>

Sent: Friday, September 15, 2023 2:10 PM

To: Birch, John <jbirch@cassels.com>

Cc: dward@millerthomson.com; aigbal@millerthomson.com; Bruce.Bando@ca.gt.com; Mark.Wentzell@ca.gt.com; Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>; adam@adamdavids.com; Shaun Parsons <sparsons@reconllp.com>

Subject: Re: Seeking clarification about the Editing Set-Off issue [IWOV-LEGAL.054920-00006]

CAUTION: External Email

Hi John following up on this. As well as on the costs.

Caitlin Fell

Partner

T | [416.613.8282](tel:416.613.8282)

C | [416.258.5843](tel:416.258.5843)

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On Sep 12, 2023, at 5:49 PM, Caitlin Fell <cfell@reconllp.com> wrote:



Hi John,

The terms of the agreement between the parties were finalized and accepted in the May 5th email. Ms. Vranca did not seek an amendment. Rather, on Friday May 5th, Christine HSU in her email, notes that “the filmmakers have given us approval to close here.” She states in the next line, “We wanted to confirm that WonderHill will be paying **for changes being made to the film as discussed** with the filmmakers, we assume that this will be addressed in the LF.”

On May 10, 2023, CJ of WonderHill responds to this email and question with “That is very exciting, Congrats to everyone! We’ll cover the costs [**of the changes being made to the film**] but it will be applied as a credit to the \$1M MG” (minimum guarantee). It’s important to note that the offer of April 10, 2023 sent from Bob Yari, was for a completed film (as is industry standard for distribution offers). It was an extraordinary concession for WonderHill to agree to advance any creative editing costs and, accordingly, the understanding was and is that any such editing costs would reduce the MG.

Following the May 10th email, no further correspondence from Bron was sent to dispute this term. In fact, the below listed activities took place in reliance of the terms. WonderHill and Bron's performance that took place following WonderHill's confirmation as to the editing costs reducing the MG, which term was confirmed by Ms. Vranca, means that Bron/Solitary effectively accepted this term and all parties moved forward on that basis. Any deletion or removal of the language after the fact in the June 26th agreement constitutes a proposed amendment after the fact was and is not accepted or agreed to by WonderHill.

- May 10, 2023 - E-mail from Aaron Gilbert (Chairman & CEO, Bron) to WonderHill asking for a call to discuss next steps referring to edit, trailer, materials, and Cannes Film Festival.
- May 12, 2023 - E-mail from Laurent Quaknine (President of Distribution, WonderHill) setting up the agenda for a zoom with Bron to discuss the Picture release and edits.
- May 15, 2023 - E-mail from Bron's Aaron Gilbert to WonderHill asking about WonderHill screening the Picture at the Cannes Film Festival (evidencing the Bron's understanding that WonderHill now controls and owns distribution rights to the Picture).
- May 18, 2023 – Andria Spring (head of post production, Bron) sending Picture elements to WonderHill for delivery.
- May 19, 2023 – In reliance of the Closed Terms, as the sole owners of the distribution rights to the Picture, WonderHill started editing the Picture and engage editors accordingly.
- May 22, 2023 – David Oyelowo, Nate Parker, Bob Yari, and Aaron Gilbert discuss theatrical release dates for the Picture.
- May 24, 2023 – WonderHill hires Editor, Colin Patton. See attached.
- May 24, 2023 – WonderHill hires Assistant Editor, Kristin Valentine.
- May 24, 2023 – WonderHill hires and rents out Pivotal Post (a post-production facility and equipment rental vendor) to edit the Picture.
- June 12, 2023 – WonderHill committed to hiring Opal Post to help with technical deliverables.

Accordingly, WonderHill takes the position that the editing costs for changes being made to the film are to come off the \$1M guarantee. The later deletion by Bron of that language in the long form on June 26th was not in line with the agreed upon terms as clarified by Ms. Vranca in the correspondence on May 10th.

Best

Caitlin

 **Caitlin Fell**
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From: Birch, John <jbirch@cassels.com>
Sent: Tuesday, September 12, 2023 8:53 AM
To: Caitlin Fell <cfell@reconllp.com>

Cc: dward@millerthomson.com <dward@millerthomson.com>;
aiqbal@millerthomson.com <aiqbal@millerthomson.com>;
bruce.bando@ca.gt.com <bruce.bando@ca.gt.com>;
mark.wentzell@ca.gt.com <mark.wentzell@ca.gt.com>;
Eric.Jamieson@ca.gt.com <Eric.Jamieson@ca.gt.com>; Finn, Forrest
<ffinn@cassels.com>; David S. Ward (dward@millerthomson.com)
<dward@millerthomson.com>; adam@adamdavids.com
<adam@adamdavids.com>; Shaun Parsons <sparsons@reconllp.com>
Subject: RE: Seeking clarification about the Editing Set-Off issue [IWOV-LEGAL.054920-00006]

Caitlin,

Since I have not heard from you, I am following up on my email from last Thursday (below).

<image001.png>

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From: Birch, John
Sent: September 7, 2023 6:11 PM
To: Caitlin Fell <cfell@reconllp.com>
Cc: dward@millerthomson.com; aiqbal@millerthomson.com;
bruce.bando@ca.gt.com; mark.wentzell@ca.gt.com;
Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>; David S.
Ward (dward@millerthomson.com) <dward@millerthomson.com>;
adam@adamdavids.com; Shaun Parsons <sparsons@reconllp.com>
Subject: Seeking clarification about the Editing Set-Off issue [IWOV-LEGAL.054920-00006]

Dear Caitlin,

Thanks for your email earlier today about WonderHill's position regarding the terms of the distribution agreement that it says that the relevant BRON entity entered into with WonderHill for the distribution of "Solitary".

As I understand the position of WonderHill, there was a deal as of May 5, 2023 when Christine Hsu sent an email to WonderHill and others saying "The filmmakers have given us approval to close here." The terms at that point provided for a guaranteed minimum of US\$1 million to be paid upfront and without deduction.

However, on May 10, 2023, CJ Vranca of WonderHill appears to ask for an amendment to the terms, when CJ says: "We'll cover the costs, but it will be applied as a credit to the \$1M MG." (I will call this the "Editing Set-Off".)

What I understand this to mean is that WonderHill then decided that it wanted to deduct editing costs for the film off the top of the US\$1 million guaranteed minimum (with no limit to such editing amount) and with such editing costs reducing the up-front payment that BRON would receive. This would be a change from the earlier arrangement, which would have involved an unreduced US\$1 million being paid to BRON initially and then expenses (including editing costs) being recovered later on out of gross receipts in accordance with the regime set out in the May 2, 2023 email (as later amended on May 5).

The June 15 version of the agreement prepared by WonderHill contains language for the Editing Set-Off.

The June 26 version of the agreement prepared by BRON rejects the Editing Set-Off completely by significantly amending section 3 and removing any reference to the Editing Set-Off.

The June 28 WonderHill revision of the agreement purports to add back in the Editing Set-Off. However, BRON has advised that it has never accepted the Editing Set-Off. To this date, the detailed agreement has not been finalized.

From the Monitor's perspective, the Editing Set-Off could have a significant effect on the terms of a potential distribution agreement because it could significantly reduce the cash amount of the minimum guarantee that gets paid to BRON and it offloads risks onto BRON at inception of the distribution relationship.

Therefore, can you please confirm whether WonderHill takes the position that BRON ever actually agreed to the Editing Set-Off? If yes, please provide documentary support for such assertion. As I said, the issue of Editing Set-Off was clearly only raised by WonderHill for the first time after the date that WonderHill says that there was a deal, so clarification is important for the Monitor.

I look forward to hearing from you.

<image001.png>

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From: Caitlin Fell <cfell@reconllp.com>

Sent: Thursday, September 07, 2023 8:31 AM

To: Birch, John <jbirch@cassels.com>; Shaun Parsons

<sparsons@reconllp.com>

Cc: dward@millerthomson.com; aiqbal@millerthomson.com;

bruce.bando@ca.gt.com; mark.wentzell@ca.gt.com;

Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>

Subject: RE: Your letter of August 26, 2023 regarding "Solitary" [IWOV-LEGAL.054920-00006]

CAUTION: External Email

John, yes you are correct the terms were contained in the May 2nd email, with the two additional provisions agreed to thereafter, concluding with the May 5th email, wherein the Agent noted that they were given permission to close on those terms.

Caitlin Fell

Partner

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From: Birch, John <jbirch@cassels.com>
Sent: Thursday, August 31, 2023 3:10 PM
To: Shaun Parsons <sparsons@reconllp.com>; Caitlin Fell <cfell@reconllp.com>
Cc: dward@millerthomson.com; aigbal@millerthomson.com; bruce.bando@ca.gt.com; mark.wentzell@ca.gt.com; Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>
Subject: RE: Your letter of August 26, 2023 regarding "Solitary" [IWOV-LEGAL.054920-00006]

Shaun and Caitlin,

Thanks for these additional materials.

I just want to clarify one thing at this stage. The position of WonderHill appears to be that there was a deal as of May 5, 2023. The terms of that deal appear to in the form of the email from Christine HSU of CAA to Bob Yari and others at 11:23 am on May 2, 2023. However, you note that there were two items in that email that were not agreed to and thus, in effect, the deal appears to be along the terms of that May 2 email with two changes.

I am trying to ascertain what those changes were. Am I correct in concluding that the position of WonderHill is that the terms of the agreement are found in the May 2 email (including all deletions and additions shown in that email) EXCEPT that (a) the term was 25 years and (b) there was no reservation of music publishing and soundtrack rights?

Could you please confirm that my understanding of the WonderHill position is correct?

<image001.png>

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From: Shaun Parsons <sparsons@reconllp.com>
Sent: Thursday, August 31, 2023 10:28 AM
To: Birch, John <jbirch@cassels.com>; Caitlin Fell <cfell@reconllp.com>
Cc: dward@millerthomson.com; aigbal@millerthomson.com; bruce.bando@ca.gt.com; mark.wentzell@ca.gt.com; Eric.Jamieson@ca.gt.com; Finn, Forrest <ffinn@cassels.com>
Subject: RE: Your letter of August 26, 2023 regarding "Solitary" [IWOV-LEGAL.054920-00006]

CAUTION: External Email

Hello John,

I am a colleague of Caitlin's assisting with this matter. In response to the questions listed in your correspondence below, WonderHill can provide the following timeline:

1. On June 15, 2023, CJ Vranca of WonderHill circulated a first draft of the distribution agreement for Solitary to Adam Davids and Aaron Gilbert. Please find a copy of the draft agreement and the lien release circulated on June 15th attached, along with the correspondence thread pursuant to which the draft agreement was circulated as Schedule "A". Any redactions to this

correspondence thread and the others are to protect solicitor-client privilege, and were not communications between the parties.

2. On June 26, 2023, Carolyn Blaine, counsel at Bron Studios, provided comments on the draft distribution agreement, and provided a form of Non-Disturbance Letter for WonderHill's review. Please find a copy of Bron's comments on the draft agreement and the Non-Disturbance Letter circulated on June 26th attached, along with the correspondence thread pursuant to which the draft agreements were circulated as Schedule "B".
3. On June 28, 2023, CJ Vranca circulated a further draft of the distribution agreement. Please find a copy of the draft agreement circulated on June 28th attached, along with the correspondence thread pursuant to which the draft agreement was circulated as Schedule "C".

We trust that the above will be satisfactory for the Monitor's review of this matter. If you have any further questions, please let us know.

To clarify, WonderHill has no objections to the August 26th letter being filed with the Court if required, as is usual practice.

Best,

— Shaun Parsons
Associate
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From: "Birch, John" <jbirch@cassels.com>

Date: August 28, 2023 at 12:49:44 PM EDT

To: Caitlin Fell <cfell@reconllp.com>

Cc: "David S. Ward" (dward@millerthomson.com)"

<dward@millerthomson.com>, "Asim Iqbal" (aiqbal@millerthomson.com)"

<aiqbal@millerthomson.com>, "Bruce S. Bando CA-CIRP" (bruce.bando@ca.gt.com)" <bruce.bando@ca.gt.com>,"

"Mark E. R. Wentzell" (mark.wentzell@ca.gt.com)"

<mark.wentzell@ca.gt.com>, "Jamieson, Eric"

<Eric.Jamieson@ca.gt.com>, "Finn, Forrest"

<ffinn@cassels.com>

Subject: Your letter of August 26, 2023 regarding "Solitary"
[IWOV-LEGAL.054920-00006]



Dear Ms. Fell,

I have now had the opportunity to review your letter of August 26, along with the accompanying attachments. Thank you for providing those materials.

The Monitor wishes to fully consider all relevant information relating to the assertion by WonderHill that there is a binding distribution agreement in effect.

As a result of my review of the materials, several questions came to mind, which (subject to my comments below about the last paragraph of your letter) I ask WonderHill to answer:

1. Your letter refers to WonderHill sending the first draft of the distribution agreement on June 15, 2023. However, no copy of this draft was included with your letter. Please provide a copy of the draft agreement along with any email string relating to the provision of such agreement and any response by BRON.
2. Your letter refers to WonderHill sending the second draft of the distribution agreement on June 28, 2023. However, no copy of this draft was included with your letter. Please provide a copy of the draft agreement along with any email string relating to the provision of such agreement and any response by BRON.
3. Please provide copies of any other draft distribution agreements and any correspondence between the parties in connection with them.

When you provide each draft of the distribution agreement, please indicate which party drafted the agreement and on what date.

I will review these further documents once you provide them.

Regarding the comment in your letter about section 36(8) of the CCAA, the Monitor is certainly aware of the special provisions relating to parties that have the pre-existing right to use intellectual property. However, the issue that the Monitor is currently grappling with is whether WonderHill ever obtained any rights of that nature before the CCAA proceedings began.

In closing, I wish to raise one other issue. Despite the content of your letter being very much an on-the-record communication, the last paragraph of your letter (which contains, in essence, some kind of copyright notice) is puzzling in that it intends to claim confidentiality and state that the letter may not be disseminated. That statement is clearly an unreasonable restriction given that, if there is ultimately any dispute about the rights that WonderHill asserts that it has, your August 26 letter will be relevant and will likely be included in court materials. As far as I can tell, the entire last paragraph of your letter is something drafted by US counsel for WonderHill and not by you. This appears likely given that other portions of your letter repeatedly use US legal terms like "attorney" which are not used in Canada (i.e., not used in Canada to refer to legal counsel) and thus I infer that you cut and pasted wording provided by US counsel. If WonderHill's intention is that this letter is indeed to be intended as an off-the-record communication that cannot be copied or disseminated, then please let me know and I will delete the letter and will not take any steps to assess the WonderHill position unless and until WonderHill provides an on-the-record response which does not contain these unreasonable restrictions.

I leave it to you, your client, (and presumably your client's US counsel) to consider this matter and respond.

<image001.png>

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Appendix 23

BRON MEDIA GROUP ("Bron")

Consolidated Cash Flow Forecast

July 19, 2023 to October 20, 2023 (the "Original Cash Flow Period")

		ACTUAL Week 1	ACTUAL Week 2	ACTUAL Week 3	ACTUAL Week 4	ACTUAL Week 5	ACTUAL Week 6	ACTUAL Week 7	ACTUAL Week 8	ACTUAL Week 9	ACTUAL Week 10	ACTUAL Week 11	ACTUAL Week 12	ACTUAL 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	20-Oct-23	Total
Opening Cash Balance	1	259,558	1,585,475	1,187,892	1,189,814	649,880	1,242,009	994,983	607,265	448,672	620,771	1,058,107	1,412,775	1,542,853	1,542,853
Receipts	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Disbursements															
Payroll Expense	3														
BRON Media		33,333	-	34,057	50,916	25,705	38,732	49,194	27,606	10,214	28,497	38,113	12,832	14,635	363,833
BRON Animation		21,754	9,300	42,626	54,180	4,766	59,988	-	54,960	-	52,010	35,736	-	-	335,320
BRON Studios		25,245	-	36,372	34,512	11,765	28,030	-	25,811	-	28,138	27,772	-	46,901	264,546
BRON Studios USA		49,155	2,218	47,769	27,102	49,515	2,218	55,899	-	43,384	-	48,996	289,548	8,815	624,618
BRON Digital USA		7,200	8,331	23,857	-	-	-	-	-	43,774	6,242	19,624	106,605	-	215,633
BRON Digital USA (Interactive Group)		39,061	-	-	12,266	32,705	17,280	27,883	3,775	3,165	12,460	12,548	-	-	161,143
KERP	4	-	-	35,764	15,817	-	-	-	34,231	23,333	-	70,128	-	-	179,272
Source Deductions	5	-	388,813	-	-	-	-	-	-	223,949	55,115	-	-	133,064	800,940
Notice Period Employees	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Payroll Expense		175,748	408,661	220,446	194,793	124,456	146,247	132,976	146,382	347,819	182,461	252,916	408,986	203,414	2,945,306
Other Operating Expenses	7														
Rent	8	36,018	36,018	-	-	-	84,557	36,605	-	4,109	-	-	36,605	-	233,913
Software	9	-	-	4,533	-	-	7,977	4,533	191	161	-	-	-	2,582	19,978
Interest	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selling, General & Administration	11	13,710	37,767	20,054	44,548	1,128	8,244	3,539	12,020	3,747	20,378	6,516	20,238	47,283	239,173
Other Operating Expenses		49,728	73,785	24,588	44,548	1,128	100,778	44,678	12,211	8,016	20,378	6,516	56,844	49,865	493,064
Total Operating Disbursements		225,477	482,447	245,034	239,341	125,584	247,026	177,653	158,593	355,836	202,839	259,432	465,829	253,280	3,438,369
Net Cashflow From Operations		(225,477)	(482,447)	(245,034)	(239,341)	(125,584)	(247,026)	(177,653)	(158,593)	(355,836)	(202,839)	(259,432)	(465,829)	(253,280)	(3,438,369)
Non-Operating Disbursements															
Bron Legal Counsel Fees	12	-	195,885	-	77,014	-	-	46,493	-	33,466	-	123,893	79,489	200,294	756,535
Proposed Monitor Fees		-	149,268	-	111,104	61,313	-	54,086	-	105,307	-	67,957	210,841	65,327	825,204
Monitor Catch up Fees		-	143,464	-	-	-	-	-	-	-	-	-	-	-	143,464
Proposed Monitor's Legal Counsel Fees		-	100,259	-	17,124	18,163	-	36,296	-	93,526	-	59,598	127,104	63,572	515,642
Proposed Monitor's Legal Counsel Catch up Fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Monitor US Legal Fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
US Legal Fees and US Filing Fees	13	190,015	-	-	-	-	-	73,189	-	-	-	-	-	19,199	282,403
UK Legal Fees		-	-	-	39,161	-	-	-	-	-	-	112,346	-	-	151,507
DIP Financing Fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
CCAA Professional Fees		190,015	588,876	-	244,403	79,476	-	210,065	-	232,300	-	363,795	417,434	348,392	2,674,755
Total Disbursements		415,492	1,071,323	245,034	483,744	205,060	247,026	387,718	158,593	588,135	202,839	623,227	883,264	601,672	6,113,124
Net Cashflow		(415,492)	(1,071,323)	(245,034)	(483,744)	(205,060)	(247,026)	(387,718)	(158,593)	(588,135)	(202,839)	(623,227)	(883,264)	(601,672)	(6,113,124)
DIP Financing															
DIP Financing Advances	14	1,741,409	673,740	246,955	-	797,188	-	-	-	760,235	640,175	-	510,362	-	5,370,064
Ending Cash Balance		1,585,475	1,187,892	1,189,814	649,880	1,242,009	994,983	607,265	448,672	620,771	1,058,107	434,881	1,039,873	941,181	941,181
Cumulative DIP Financing		1,741,409	2,415,149	2,662,104	2,662,104	3,459,292	3,459,292	3,459,292	3,459,292	4,219,527	4,859,702	4,859,702	5,370,064	5,370,064	5,370,064

BRON MEDIA GROUP ("Bron")
Notes to the Cash Flow Forecast
July 19, 2023 to October 20, 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. Week 13 of the Cash Flow Forecast now reflects the addition of approximately i) \$640,000 relating to funds that were not previously classified as 'available for use' and ii) the approximately \$447,000 with regard to amounts received an account of revenue from the Ghostbusters Afterlife, Fatherhood, and Roman J. Israel projects.

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

Reflects Drawdown Advance amount requested through Week 13.

Tuesday, October, 24, 2023

Bron Media Group

DocuSigned by:

Aaron Gilbert

Per:

5E05B98C84DA4EB...

Aaron Gilbert, Chief Executive Officer

Grant Thornton Limited, as Proposed Monitor

Per:

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

BRON MEDIA GROUP ("Bron")
Consolidated Cash Flow Forecast

October 21, 2023 to December 1, 2023 (the "Updated Cash Flow of October 22, 2023 Period")

		Forecast Week 14	Forecast Week 15	Forecast Week 16	Forecast Week 17	Forecast Week 18	Forecast Week 19	
For the week ending, In USD	Notes	27-Oct-23	03-Nov-23	10-Nov-23	17-Nov-23	24-Nov-23	01-Dec-23	Total
Opening Cash Balance	1	941,181	534,073	260,923	77,610	-	-	941,181
Receipts	2	-	-	-	-	-	-	-
Total Receipts		-	-	-	-	-	-	-
Operating Disbursements								
Payroll Expenses	3							
BRON Media		7,467	7,467	7,467	7,467	7,467	7,467	44,800
BRON Studios		20,597	20,597	20,597	20,597	20,597	20,597	123,581
BRON Studios USA		4,400	16,900	-	12,500	-	12,500	46,300
Total Payroll Expense		32,464	44,964	28,064	40,564	28,064	40,564	214,681
Other Operating Expenses	4							
Rent	5	-	36,605	-	-	-	-	36,605
Software	6	39,063	-	-	-	-	15,801	54,864
Interest		-	-	-	-	-	-	-
Selling, General & Administration	7	250	10,297	250	250	250	250	11,547
Other Operating Expenses		39,313	46,902	250	250	250	16,051	103,016
Total Operating Disbursements		71,776	91,866	28,314	40,814	28,314	56,615	317,697
Net Cashflow From Operations		(71,776)	(91,866)	(28,314)	(40,814)	(28,314)	(56,615)	(317,697)
Non-Operating Disbursements								
Bron Legal Counsel Fees	8	60,000	50,000	50,000	40,000	20,000	20,000	240,000
Proposed Monitor Fees		50,000	50,000	30,000	30,000	40,000	40,000	240,000
Proposed Monitor's Legal Counsel Fees		50,000	50,000	30,000	30,000	40,000	40,000	240,000
Monitor US Legal Fees		74,540	-	-	-	-	-	74,540
US Legal Fees and US Filing Fees		25,000	31,284	45,000	-	50,000	-	151,284
DIP Financing Fees		75,792	-	-	-	-	(75,792)	-
CCAA Professional Fees		335,332	181,284	155,000	100,000	150,000	24,208	945,824
Total Disbursements		407,108	273,150	183,314	140,814	178,314	80,823	1,263,521
Net Cashflow		(407,108)	(273,150)	(183,314)	(140,814)	(178,314)	(80,823)	(1,263,521)
DIP Financing								
DIP Financing Advances		-	-	-	63,204	178,314	80,823	322,340
Ending Cash Balance		534,073	260,923	77,610	-	-	-	-
Cumulative DIP Financing		5,370,064	5,370,064	5,370,064	5,433,268	5,611,581	5,692,404	

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 Updated Cash Flow Forecast on probable and hypothetical assumptions that reflect the Bron's planned course of action for the period of 3 weeks. Management is of the opinion that, as at the date of filing the Updated 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 Updated Cash Flow Forecast.
3. The Updated Cash Flow Forecast has been prepared by Bron and has been reviewed by the Monitor. The Monitor has not verified or confirmed certain expenses incurred by Bron which are reflected in this Updated Cash Flow Forecast.
4. The information contained in this Updated Cash Flow Forecast is subject to changing assumptions and/or with the receipt of new or additional information this actual results may vary. This Updated 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 Updated 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. Week 13 of the Cash Flow Forecast now reflects the addition of approximately i) \$640,000 relating to funds that were not previously classified as 'available for use' and ii) the approximately \$447,000 with regard to amounts received from an account of revenue from the Ghostbusters Afterlife, Fatherhood, and Roman J. Israel projects.

Note 2

Bron advises that there will be no corporate receipts during the Updated Cash Flow Period.

Note 3

"Payroll expenses" relates to costs associated with those employees who are expected to be engaged as contractors, under contracts agreements, following the termination of all employees on October 6, 2023

Note 4

Operating expenses assume a CCAA filing with pre-filing amounts stayed. Critical supplier payments are included, but are not material.

Note 5

Rent is for the leased property in Burnaby.

Note 6

Software is Microsoft, Vision 33 (accounting), Bamboo (HR) and others necessary for Bron's operations during the Updated Cash Flow Period. The amounts also include licence renewal fees.

Note 7

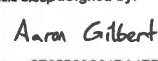
SG&A include amounts related to utilities and internet services relating to the leased property in Burnaby.

Note 8

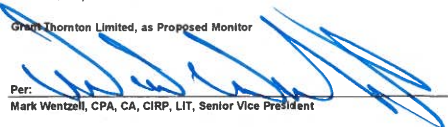
Non-Operating Disbursements relate to professional fees including, but not limited to, those costs required to the completion of the SISP process, costs with regard to the transition of assets, as well as subsequent court hearings relating to the CCAA proceeding.

Tuesday, October 24, 2023

Bron Media DocuSigned by:


 Per: 6E05B08C84DA4E8...
 Aaron Gilbert, Chief Executive Officer

Grant Thornton Limited, as Proposed Monitor


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

Appendix 24

October 3, 2023

SENT BY EMAIL: mark.wentzell@ca.gt.com

Mark Wentzell
Grant Thornton Limited
Suite 1600 - 333 Seymour Street
Vancouver BC V6B 0A4

Philip Cho
Partner
t. 416-619-6296
pcho@weirfoulds.com

File 00527.42759

Dear Mr. Wentzell:

Re: Investor Creditors re BRON Media CCAA

I am writing on behalf of the investor creditors (each an “**Investor Creditor**”, and together, the “**Investor Creditors**”) listed in the attached schedule “A”, together with their respective counsel. The Investor Creditors have certain concerns as set out herein.

Accuracy and Status of Petitioners’ Indebtedness

The Investor Creditors are parties to certain agreements through which they have acquired interests in project loans (a “**Project Loan**”) in film or television productions owned by one or more of the Petitioning Entities, the Non-Petitioning Entities or in some cases, a BRON-related production company that is neither a Petitioning nor a Non-Petitioning Entity (in such capacity, a “**Primary Debtor Entity**”). The Primary Debtor Entity for a particular production is a special purpose production and/or holding company. In some cases, another BRON entity provided a guarantee (in such capacity, a “**Guarantor**”). We have previously provided you with a table setting out the basic particulars of such Project Loans (the “**Table of Project Loans**”). Each Investor Creditor, through their respective counsel, has provided, or will provide, the underlying documentation for the Project Loans.

We refer to paragraphs 147-149 of the First Affidavit of Aaron Gilbert (the “**First Affidavit**”) where Mr. Gilbert describes various project-based secured claims involving both Creative Wealth Media Lending LP 2016 (“**CWM LP**”) and Creative Wealth Media Finance (“**CWMF**”) aggregating approximately \$317M. We also refer to correspondence from the Petitioners’ counsel dated August 9, 2023 (which you were copied on), wherein Ms. Faheim advises that Exhibit H to the First Affidavit sets out a summary of the project loans totalling \$317M.

Although Exhibit H sets out a number of loans, the loans set out therein do not appear to be Project Loans as the borrowers are listed as Bron entities, not production companies. More

importantly, the loans listed in Exhibit H do not correspond with those listed in the Table of Project Loans. While some payments had been made on some Project Loans, the Project Loans have not been paid in full and remain outstanding. Based on our review of the materials filed by the Petitioners, the Project Loans have not been identified, despite there being over \$140M (CDN) outstanding in principal and accrued interest.

We request that the Monitor take steps to review the books and records of the Primary Debtor Entities to determine and report on the following:

- a. dates, amounts and sources of loan advances received by, or on behalf of, the Primary Debtor Entity;
- b. dates and amounts of any repayments made by, or on behalf of, the Primary Debtor Entity, and the particulars as to whom such repayments were made;
- c. to the extent, any repayments were not paid to the applicable Investor Creditor, particulars as to the use or receipt of such repayments; and,
- d. any directions received by the applicable Primary Debtor Entity, or any Bron entity, regarding repayment.

In addition, we request that the Monitor review the security granted in respect of the Project Loans by each Primary Debtor Entity, as applicable. We understand that in some cases, security interests may have been subordinated without the knowledge or consent of the Investor Creditor. To the extent that monies that should have repaid a Project Loan were redirected to another project, an Investor Creditor may have a trust claim.

Extent of Connections between Petitioners, DIP Lender and CW Parties

The Investor Creditors understand that Mr. Jason Cloth, a director of CWMF is also the director of certain Bron entities (Bron Creative Corp. and Bron Ventures 1 (Canada) Corp.), as set out in the First Affidavit. Until at least August 2022, Mr. Cloth was also a director of Bron Media Corp. (“**BMC**”), one of the Bron parent companies. Mr. Cloth appears to be a director of Creative Wealth Holdings Ltd. (“**CW Holdings**”), which we understand is the parent company of Creative Wealth Media GenPar Ltd. (“**CWM GP**”, together with CWMF, CW Holdings and CW LP, the “**CW Parties**”). CWM GP is the general partner of CW LP, the DIP Lender. Attached is a corporate search of BMC as at August 19, 2022; corporate search of CW Holdings; and, an excerpt from a trust indenture showing the relationship between CW Holdings and CWM GP.

In our view, these are relationships and facts that ought to have been disclosed at the time when the DIP facility and SISP was approved. The numerous transactions involving one or more of the CW Parties who were not at arms' length, and the potential non-arms' length nature of the DIP facility would have been relevant considerations, particularly in light of the relatively short SISP and tight cash flow projection prescribed by the DIP facility.

We request that the Monitor take steps to review the nature of these relationships, whether there are other relationships that have not been disclosed, and whether sufficient safeguards have been put in place to guard against any inappropriate effects on the insolvency process.

Aaron Gilbert's Role in Crystal Wealth Media Fund

The Investor Creditors understand that Mr. Gilbert was involved in the Crystal Wealth Media Fund matter, which was the subject of a receivership proceeding initiated by the Ontario Securities Commission: <https://www.grantthornton.ca/service/advisory/creditor-updates/#Crystal-Wealth-Group>. Many investors in the Crystal Wealth Media Fund were adversely affected by the manner in which investments and transactions occurred between the Crystal Wealth Media Fund and one or more of Mr. Gilbert's companies, including Media House Capital (Canada) Corp. and certain Bron entities.

We understand that Mr. Gilbert, through one of his companies, acquired certain loans from the Receiver of Crystal Wealth. Some of the loans acquired relate to productions and/or production companies that some of the Investor Creditors later advanced funds under participation agreements.

We request that the Monitor consider the information publicly available in the Crystal Wealth Receivership in respect of the Project Loans with a view to identifying any concerns that should be brought to the Court's attention, including whether Investor Creditor funds were utilized to repay aged loans purchased from the Receiver.

Summary

The above issues have been identified by the Investor Creditors based on limited information disclosed in the CCAA proceedings and other sources of information. The Investor Creditors reserve their right to raise additional issues and concerns based on the Monitor's reporting and other evidence filed in these proceedings.

We would be pleased to discuss in more detail with the Monitor.

Yours truly,

WeirFoulds LLP

Philip Cho
Partner

pd/PC

Encl.

19561110.1

SCHEDULE "A"

RE CCAA OF BRON MEDIA CORP. ET AL

COUNSEL		PARTY
1.	WEIRFOULDS LLP 66 Wellington Street West, Suite 4100 P.O. Box 35, Toronto-Dominion Centre Toronto, ON M5K 1B7 John M. Buhlman (LSO #20868E) jbuhlman@weirfoulds.com Michael Statham (LSO #41049C) mstatham@weirfoulds.com Philip Cho (LSO #45615U) pcho@weirfoulds.com Wojtek Jaskiewicz (LSO #49809L) wjaskiewicz@weirfoulds.com Tel: 416.365.1110	Counsel for Premium Properties Limited
2.	BOOK LAW 365 Bay Street, 2nd Floor Toronto, ON M5H 2V1 Hilary Book Tel: 416-613-9161 Email: hilary@booklaw.ca Elizabeth Ayo Tel: 647-578-9731 Email: elizabeth@booklaw.ca US COUNSEL: BRACEWELL LLP 31 W. 52nd Street, Suite 1900 New York, NY 10019-6118 Rachel Goldman Tel: 212-508-6135 Email: rachel.goldman@bracewell.com David Shargel Tel: 212-508-6154 Email: david.shargel@bracewell.com	Bayshore Capital Advisors, LLC, GCA Alternative Income Fund LP and Rocking T. Ranch LLP

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3.	CRAWLEY MACKEWN BRUSH LLP Suite 800, 179 John Street Toronto, ON M5T 1X4 Ryan Taylor Tel: 416.217.0885 Email: RTaylor@cmbllaw.ca Dan Thomas Tel: 416.217.0773 Email: DThomas@cmbllaw.ca	Counsel for James Richrdson and NIKINK Holdings Ltd.
4.	GROIA & COMPANY PROFESSIONAL CORPORATION 365 Bay Street Toronto, ON M5H 2V1 David Sischy Tel: 416.203.4483 Email: dsischy@groiaco.com	Counsel for Lukis Global Corp.
5.	ORR TAYLOR LLP 200 Adelaide Street W, Suite 500 Toronto, ON M5H 1W7 Zohar Levy Tel: 647.576.4335 Email: zlevy@orrtaylor.com Laurie Graham Tel: 647 576 1929 Email: lgraham@orrtaylor.com	Counsel Nicholas Patterson, David Brannon, Chris & Heather Nianouris, Matthew Korpela, and Sign Imports LLC

Appendix 25

Appendix “25”

CWML Searches

UCC & PPSA Summary

Note: This report is a summary of the results received for the searches conducted. The currency of each such search is set out below. The records kept in connection with certain statutes may not be current as of the time of the searches. As a result, there may be registrations that were made subsequent to the currency date of the searches, but prior to the date the searches were conducted. The order in which the registrations are listed, and their dates of registration, are not necessarily indicative of the order of priority. Each of the searches noted below, and their results, are subject to the limitations and qualifications stated and advised by the providing offices and parties. Reference to the actual search results should be made before any action is taken. Cassels Brock & Blackwell LLP does not make any representation or warranty, expressed or implied, with respect to the accuracy of the particulars set out below.

Entity	Production	Search Jurisdiction and Currency	Filings
Robin Hood PC BC, Inc.	Robin Hood	British Columbia PPSA September 1, 2023	Base Registration No.: 520742N Filing Date: 02/04/2022 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Robin Hood Digital PC BC Inc. Collateral Description: All inventory of whatever kind and wherever situate, all equipment, intangibles, accounts, deeds, documents, chattel paper or documents of title, rights, insurance claims, copyrights, property.

Entity	Production	Search Jurisdiction and Currency	Filings
			Base Registration No.: 255271P Filing Date: 12/15/2022 Secured Party: Robin Hood Media Lender, LLC Debtor: Robin Hood Digital PC BC Inc. Collateral Description: All of the Debtor's present and after acquired personal property
			Base Registration No.: 473037P Filing Date: 04/14/2023 Secured Party: Robin Hood Media Lender LLC Debtor: Robin Hood Digital PC BC Inc. Collateral Description: EXHIBIT "A" FINANCING STATEMENT COLLATERAL DESCRIPTION A. DEFINITIONS: (I) ROBIN HOOD DIGITAL PC BC INC. SHALL BE REFERRED TO HEREIN AS "DEBTOR". (II) ROBIN HOOD MEDIA LENDER, LLC, SHALL BE REFERRED TO HEREIN AS "SECURED PARTY". (III) THE TERMS "GOODS", "CHattel PAPER", "DOCUMENTS OF TITLE", "INSTRUMENTS", "INTANGIBLES", "INVESTMENT PROPERTY", "SECURITIES", "PROCEEDS", "INVENTORY", AND "ACCESSION" WHENEVER USED HEREIN SHALL BE INTERPRETED

Entity	Production	Search Jurisdiction and Currency	Filings
			PURSUANT TO THEIR RESPECTIVE MEANINGS WHEN USED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA, AS AMENDED FROM TIME TO TIME. B. COLLATERAL: THE UNDERTAKING OF DEBTOR AND ALL GOODS (INCLUDING ALL PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR (INCLUDING SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY DEBTOR) AND IN ALL PROCEEDS AND RENEWALS THEREOF, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFORE, INCLUDING, WITHOUT LIMITATION, ALL OF THE FOLLOWING NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR: (I) ALL INVENTORY OF WHATEVER KIND AND WHEREVER SITUATE ("INVENTORY"); (II) ALL EQUIPMENT (OTHER THAN INVENTORY) OF WHATEVER KIND AND WHEREVER SITUATE, INCLUDING, WITHOUT LIMITATION, ALL MACHINERY, TOOLS, APPARATUS, PLANT, FURNITURE, FIXTURES AND VEHICLES OF WHATSOEVER NATURE OR

Entity	Production	Search Jurisdiction and Currency	Filings
			KIND; (III) ALL INTANGIBLES INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS (INCLUDING BOOK ACCOUNTS), BOOK ACCOUNTS AND BOOK DEBTS AND GENERALLY ALL DEBTS (INCLUDING BOOK DEBTS), DUES, CLAIMS, CHOOSES IN ACTION AND DEMANDS OF EVERY NATURE AND KIND HOWSOEVER ARISING OR SECURED INCLUDING LETTERS OF CREDIT AND ADVICES OF CREDIT, WHICH ARE NOW DUE, OWING OR ACCRUING OR GROWING DUE TO OR OWNED BY OR WHICH MAY HEREAFTER BECOME DUE, OWING OR ACCRUING OR GROWING DUE TO OR OWNED BY DEBTOR ("DEBTS"); (IV) ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF DEBTS, CHATTEL PAPER OR DOCUMENTS OF TITLE OR BY WHICH SUCH ARE OR MAY HEREAFTER BE SECURED, EVIDENCED, ACKNOWLEDGED OR MADE PAYABLE; (V) ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS AND ALL GOODWILL, PATENTS, TRADEMARKS, COPYRIGHTS, AND OTHER INDUSTRIAL PROPERTY; (VI) ALL MONIES OTHER THAN TRUST MONIES LAWFULLY BELONGING TO OTHERS; AND (VII) ALL PROPERTY DESCRIBED IN ANY SCHEDULE NOW OR HEREAFTER

Entity	Production	Search Jurisdiction and Currency	Filings
			ANNEXED HERETO.
Robin Hood Digital PC USA Inc.	Robin Hood	Delaware UCC July 18, 2023	File Number: 2022-110-9479 Filing Date: 02/08/2022 Secured Party: Creative Wealth Media Lending LP 2016, as Administrative Agent Debtor: Robin Hood Digital PC USA, Inc. Collateral Description: Per UCC schedule
			File Number: 2023-268-7001 Filing Date: 04/11/2023 Secured Party: Robin Hood Media Lender, LLC Debtor: Robin Hood Digital PC USA, Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
Robin Hood Digital USA LLC	Robin Hood	Delaware UCC July 18, 2023	File Number: 2022-110-9230 Filing Date: 02/08/2022 Secured Party: Creative Wealth Media Lending LP 2016, as Administrative Agent Debtor: Robin Hood Digital USA, LLC Collateral Description: Per UCC schedule
			File Number: 2023-268-7027 Filing Date: 04/11/2023 Secured Party: Robin Hood Media Lender, LLC Debtor: Robin Hood Digital USA, LLC Collateral Description: Per UCC schedule
Solitary Holdings USA, LLC	Solitary	Delaware UCC July 18, 2023	File Number: 2020-562-2925 Filing Date: 08/14/2020 Secured Party: Creative Wealth Media Lending LP 2016, as Administrative Agent Debtor: Solitary Holdings USA, LLC Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2020-646-5449 Filing Date: 09/18/2020 Secured Party: Directors Guild of America, Inc. Debtor: Solitary Holdings USA, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Solitary" (the "Picture")
			File Number: 2020-837-5505 Filing Date: 12/01/2020 Secured Party: Access Road Capital LLC Debtor: Solitary Holdings USA, LLC Collateral Description: All assets of Debtor

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2021-067-2056 Filing Date: 01/26/2021 Secured Party: Writers Guild of America, East, Inc. & Writers Guild of America, West, Inc. Debtor: Solitary Holdings USA, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Solitary" (the "Picture")
Windor Productions BC Inc.	Solitary	British Columbia PPSA September 1, 2023	Base Registration No.: 353381M Filing Date: 07/21/2020 Secured Party: The Union of BC Performers Debtor: Windor Productions BC Inc. Collateral Description: All present and after acquired personal property

Entity	Production	Search Jurisdiction and Currency	Filings
			Base Registration No.: 385967M Filing Date: 08/06/2020 Secured Party: Creative Wealth Media Lending LP 2016, as Administrative Agent Debtor: Windor Productions BC Inc. Collateral Description: All present and after-acquired personal property of the Debtor
			Base Registration No.: 475827M Filing Date: 09/18/2020 Secured Party: Directors Guild of America, Inc. Debtor: Windor Productions BC Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED \SOLITARY\,(THE \PICTURE\).

Entity	Production	Search Jurisdiction and Currency	Filings
			Base Registration No.: 628079M Filing Date: 12/01/2020 Secured Party: Access Road Capital, LLC Debtor: Windor Productions BC Inc. Collateral Description: (A) ALL DEBTS, CLAIMS, DEMANDS, MONIES AND OTHER RIGHTS, SECURITIES AND CHOSES IN ACTION OF THE BORROWER RELATING TO THE PRODUCTION (COLLECTIVELY, THE \ENTITLEMENTS\) INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS RECEIVABLE AND OTHER BOOK DEBTS (COLLECTIVELY, THE \ASSIGNED AMOUNTS\), IF ANY, NOW OR , HEREAFTER TO BECOME DUE TO THE BORROWER FROM ANY THIRD PARTIES (COLLECTIVELY, THE \DESIGNATED PAYEES\) (TOGETHER WITH ALL AMENDMENTS, RENEWALS AND SUBSTITUTIONS, THE \PRODUCTION AGREEMENTS\) AND ALL BOOKS AND ACCOUNTS, LETTERS, INVOICES, PAPER AND DOCUMENTS IN ANY WAY EVIDENCING OR RELATING TO THE , ENTITLEMENTS; (B) ALL TAX CREDITS (COLLECTIVELY, THE \TAX CREDITS\) FOR WHICH THE BORROWER HAS QUALIFIED OR IS EXPECTING TO QUALIFY IN RESPECT OF THE PRODUCTION AND ALL TAX REFUNDS (COLLECTIVELY, THE \TAX REFUNDS\) WHICH THE BORROWER IS EXPECTING TO RECEIVE AS A , RESULT OF

Entity	Production	Search Jurisdiction and Currency	Filings
			SUCH TAX CREDITS INCLUDING, WITHOUT LIMITATION, THE TAX REFUNDS DESCRIBED IN SCHEDULE \A\; (C) ALL OF THE BORROWER'S RIGHTS, IF ANY, IN AND TO THE PRODUCTION AND ALL PROPERTIES AND THINGS OF VALUE PERTAINING THERETO AND ALL PRODUCTS AND PROCEEDS THEREOF WHETHER NOW IN EXISTENCE OR , HEREAFTER MADE, ACQUIRED OR PRODUCED; AND DEFINED TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANINGS GIVEN TO THEM IN THAT CERTAIN PRODUCTION SECURITY AGREEMENT, DATED DECEMBER 1, 2020, BETWEEN DEBTOR AND SECURED PARTY. EXHIBIT A ,TAX REFUNDS 1. THE FEDERAL TAX REFUND THAT THE BORROWER EXPECTS TO RECEIVE AS A RESULT OF ITS APPLICATION IN RESPECT OF THE CANADIAN FILM OR VIDEO PRODUCTION SERVICES TAX CREDIT (THE \FEDERAL TAX CREDIT) IN ACCORDANCE WITH THE REQUIREMENTS OF THE , RELEVANT PROVISIONS OF THE INCOME TAX ACT (CANADA) AND THE CANADIAN AUDIO-VISUAL CERTIFICATION OFFICE FROM TIME TO TIME; AND 2. THE BRITISH COLUMBIA TAX REFUND THAT THE BORROWER EXPECTS TO RECEIVE AS A RESULT OF THE ITS APPLICATION IN RESPECT , OF THE BRITISH COLUMBIA PRODUCTION SERVICES TAX CREDIT AND THE DIGITAL ANIMATION, VISUAL

Entity	Production	Search Jurisdiction and Currency	Filings
			EFFECTS AND POST-PRODUCTION SERVICES TAX CREDIT (COLLECTIVELY THE \BRITISH COLUMBIA TAX CREDITS\) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CORPORATIONS TAX ACT (BRITISH COLUMBIA) , AND THE CRA, AND OTHER RELEVANT AUTHORITIES FROM TIME TO TIME.
			Base Registration No.: 628093M Filing Date: 12/01/2020 Secured Party: Access Road Capital, LLC Debtor: Windor Productions BC Inc. Collateral Description: (A) ALL GOODS COMPRISING THE INVENTORY OF THE CUSTOMER INCLUDING BUT NOT LIMITED TO GOODS HELD FOR SALE OR LEASE OR THAT HAVE BEEN LEASED OR CONSIGNED TO OR BY THE CUSTOMER OR FURNISHED OR TO BE FURNISHED UNDER A CONTRACT OF SERVICE OR THAT ARE RAW MATERIALS, WORK IN PROCESS OR MATERIALS USED OR CONSUMED , IN A BUSINESS OR PROFESSION OR FINISHED GOODS; (B) ALL GOODS WHICH ARE NOT INVENTORY OR CONSUMER GOODS, INCLUDING BUT NOT LIMITED TO FURNITURE, FIXTURES, EQUIPMENT, MACHINERY, PLANT, TOOLS, VEHICLES AND OTHER

Entity	Production	Search Jurisdiction and Currency	Filings
			TANGIBLE PERSONAL PROPERTY; (C) ALL ACCOUNTS, INCLUDING DEPOSIT ACCOUNTS IN BANKS, CREDIT , UNIONS, TRUST COMPANIES AND SIMILAR INSTITUTIONS, DEBTS, DEMANDS AND CHOSSES IN ACTION WHICH ARE NOW DUE, OWING OR ACCRUING DUE OR WHICH MAY HEREAFTER BECOME DUE, OWING OR ACCRUING DUE TO THE CUSTOMER, AND ALL CLAIMS OF ANY KIND WHICH THE CUSTOMER NOW HAS OR MAY HEREAFTER HAVE INCLUDING , BUT NOT LIMITED TO CLAIMS AGAINST THE CROWN AND CLAIMS UNDER INSURANCE POLICIES; (D) ALL CHATTEL PAPER; (E) ALL WAREHOUSE RECEIPTS, BILLS OF LADING AND OTHER DOCUMENTS OF TITLE, WHETHER NEGOTIABLE OR NOT; ,(F) ALL INSTRUMENTS, SHARES, STOCK, WARRANTS, BONDS, DEBENTURES, DEBENTURE STOCK OR OTHER SECURITIES, MONEY, LETTERS OF CREDIT, ADVICES OF CREDIT AND CHEQUES; ALL PRESENT AND FUTURE SECURITIES HELD BY THE UNDERSIGNED, INCLUDING SHARES, OPTIONS, RIGHTS, WARRANTS, JOINT VENTURE INTERESTS, INTERESTS IN LIMITED PARTNERSHIPS, TRUST UNITS, BONDS, DEBENTURES AND ALL OTHER DOCUMENTS WHICH CONSTITUTE EVIDENCE OF A SHARE, PARTICIPATION OR OTHER INTEREST OF THE UNDERSIGNED IN PROPERTY

Entity	Production	Search Jurisdiction and Currency	Filings
			OR IN AN ENTERPRISE OR WHICH CONSTITUTE EVIDENCE OF AN OBLIGATION OF THE ISSUER; INCLUDING, WITHOUT LIMITATION, ALL \CERTIFICATED SECURITIES\, \FINANCIAL ASSETS\, \SECURITY CERTIFICATES\, \SECURITIES ACCOUNTS\, \SECURITY ENTITLEMENTS\ AND \UNCERTIFICATED SECURITIES\ AS SUCH TERMS ARE DEFINED IN THE SECURITIES TRANSFER ACT (BRITISH COLUMBIA) (THE \STA\)) AND ALL SUBSTITUTIONS THEREFOR AND, SUBJECT TO PARAGRAPH 4, DIVIDENDS AND INCOME DERIVED THEREFROM; (G) ALL INTANGIBLES INCLUDING BUT NOT LIMITED TO CONTRACTS, AGREEMENTS, OPTIONS, PERMITS, LICENSES, CONSENTS, APPROVALS, AUTHORIZATIONS, ORDERS, JUDGMENTS, CERTIFICATES, RULINGS, INSURANCE POLICIES, AGRICULTURAL AND OTHER QUOTAS, SUBSIDIES, FRANCHISES, IMMUNITIES, PRIVILEGES, AND BENEFITS AND ALL GOODWILL, PATENTS, TRADEMARKS, TRADE NAMES, TRADE SECRETS, INVENTIONS, PROCESSES, COPYRIGHTS AND OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY; (H) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN , SUBPARAGRAPHS (A) TO (G) INCLUSIVE, ALL BOOKS, ACCOUNTS, INVOICES, LETTERS, PAPERS, DOCUMENTS, DISKS, AND OTHER RECORDS IN ANY

Entity	Production	Search Jurisdiction and Currency	Filings
			FORM, ELECTRONIC OR OTHERWISE, EVIDENCING OR RELATING THERETO; AND ALL CONTRACTS, SECURITIES, INSTRUMENTS AND OTHER RIGHTS AND BENEFITS IN RESPECT THEREOF; ,(I) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN SUBPARAGRAPHS (A) TO (H) INCLUSIVE, ALL PARTS, COMPONENTS, RENEWALS, SUBSTITUTIONS AND REPLACEMENTS THEREOF AND ALL ATTACHMENTS, ACCESSORIES AND INCREASES, ADDITIONS AND ACCESSIONS THERETO; AND ,(J) WITH RESPECT TO THE PERSONAL PROPERTY DESCRIBED IN SUBPARAGRAPHS (A) TO (I) INCLUSIVE, ALL PROCEEDS THEREFROM (OTHER THAN CONSUMER GOODS), INCLUDING PERSONAL PROPERTY IN ANY FORM OR FIXTURES DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH PROPERTY OR PROCEEDS THEREFROM, AND ANY , INSURANCE OR OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OF OR DAMAGE TO SUCH PROPERTY OR ANY RIGHT TO SUCH PAYMENT, AND ANY PAYMENT MADE IN TOTAL OR PARTIAL DISCHARGE OR REDEMPTION OF AN INTANGIBLE, CHATTEL PAPER, INSTRUMENT OR SECURITY. ,DEFINED TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANINGS GIVEN TO THEM IN THAT CERTAIN GENERAL SECURITY AGREEMENT,

Entity	Production	Search Jurisdiction and Currency	Filings
			DATED DECEMBER 1, 2020, BETWEEN DEBTOR AND SECURED PARTY.
Surrounded Holdings USA LLC	Surrounded	Delaware UCC July 11, 2023	File Number: 2020-774-1772 Filing Date: 11/05/2020 Secured Party: Directors Guild of America Inc. Debtor: Surrounded Productions USA Inc. & Surrounded Holdings USA, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Surrounded" (the "Picture")

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2021-017-2628 Filing Date: 01/07/2021 Secured Party: Creative Wealth Media Lending LP 20916, as Administrative Agent Debtor: Surrounded Holdings USA, LLC Collateral Description: Per UCC schedule
			File Number: 2021-067-2130 Filing Date: 01/26/2021 Secured Party: Writers Guild of America, East, Inc. & Writers Guild of America, West, Inc. Debtor: Surrounded Holdings USA, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled, "Surrounded" (the "Picture")e

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2021-119-0884 Filing Date: 02/12/2021 Secured Party: Comerica Bank, as Administrative Agent Debtor: Surrounded Holdings USA, LLC Collateral Description: Per UCC schedule
			File Number: 2021-130-3669 Filing Date: 02/17/2021 Secured Party: Metro-Goldwyn-Mayer Pictures Inc. Debtor: Surrounded Holdings USA, LLC Collateral Description: Per UCC schedule
			File Number: 2021-161-6011 Filing Date: 03/01/2021 Secured Party: Film Finances Canada Ltd. Debtor: Surrounded Productions USA Inc. & Surrounded Holdings USA, LLC Collateral Description: All of Debtors' right, title and interest of every kind and nature without limitation in and to the feature length motion picture currently entitled "Surrounded", including all proceeds thereof. This Financing Statement is being filed pursuant

Entity	Production	Search Jurisdiction and Currency	Filings
			to that certain agreement dated as of February 10, 2021 between Debtors and Security Party and is expressly made subject thereto.
BRON Media Corp.	N/A	British Columbia PPSA September 1, 2023	Base Registration No.: 620268L Filing Date: 07/08/2019 Secured Party: Comerica Bank, as Administrative Agent Debtor: Bron Media Corp. Collateral Description: ALL OF THE ISSUED AND OUTSTANDING SECURITIES AND OTHER INVESTMENT PROPERTY OF BRON STUDIOS INC., AS ISSUER, PRESENTLY OR IN THE FUTURE HELD BY THE DEBTOR, ALL RIGHTS RELATED THERETO AND ALL PROCEEDS DERIVED THEREFROM, INCLUDING PROCEEDS OF PROCEEDS.

Entity	Production	Search Jurisdiction and Currency	Filings
			Base Registration No.: 555191M Filing Date: 10/27/2020 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Bron Media Corp. Collateral Description: ALL COLLATERAL, I.E.: ALL GOODS (INCLUDING ALL PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR ,(INCLUDING SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY DEBTOR) AND IN ALL PROCEEDS AND RENEWALS THEREOF, ACCRETIONS THERETO AND SUBSTITUTIONS THEREFORE (HEREINAFTER COLLECTIVELY CALLED \COLLATERAL\), INCLUDING, WITHOUT LIMITATION, ALL OF THE FOLLOWING NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR.

Entity	Production	Search Jurisdiction and Currency	Filings
BRON Releasing USA Inc.	Loudmouth	Delaware UCC October16, 2023	File Number: 20208009047 Filing Date: 11/16/2020 Secured Party: Three Point Capital Holdings, LLC Debtor: Bron Releasing USA Inc. Collateral Description: [<i>Terminated</i>]
			File Number: 20229053737 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: All property and assets now owned or hereafter acquired or arising [SIC], whether governed by Article 9 of the UCC or other law, wherever located, including without limitation, all of the following as set forth in Exhibit A, attached hereto.
			File Number: 20229054487 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20229055062 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229055443 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229055989 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229056284 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20229057308 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229057613 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
TWWMD Holdings, LLC	Those Who Wish Me Dead	Delaware UCC October 16, 2023	File Number: 20193434409 Filing Date: 05/17/2019 Secured Party: New Line Productions, Inc. Debtor: TWWMD Holdings, LLC Collateral Description: TWWMD Holdings, LLC ("Debtor") hereby grants to Secured Party a first priority security interest in all of Debtor's right, title and interest of every kind and nature, whether now owned or hereafter acquired, created or arising, wherever located and whether or not in Debtor's possession, in and to that certain property more fully described on Exhibit A attached [SIC] hereto and incorporated herein by this reference, relating to the motion picture currently entitled "THOSE WHO WISH ME DEAD" (the

Entity	Production	Search Jurisdiction and Currency	Filings
			"Picture"), and all products and proceeds thereof.
			File Number: 20193542953 Filing Date: 05/22/2019 Secured Party: C&C Financial Services Lending II, LLC Debtor: TWWMD Holdings, LLC Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20203853696 Filing Date: 06/02/2020 Secured Party: Access Road Capital LLC Debtor: TWWMD Holdings, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Those Who Wish Me Dead" (the "Picture"), directed by Taylor Sheridan and starring Nicholas Hoult and Angelina Jolie; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20208697726 Filing Date: 12/10/2020 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: TWWMD Holdings, LLC Collateral Description: Per UCC schedule

Appendix “Y”

Additional Asset Searches

UCC & PPSA Summary

Note: This report is a summary of the results received for the searches conducted. The currency of each such search is set out below. The records kept in connection with certain statutes may not be current as of the time of the searches. As a result, there may be registrations that were made subsequent to the currency date of the searches, but prior to the date the searches were conducted. The order in which the registrations are listed, and their dates of registration, are not necessarily indicative of the order of priority. Each of the searches noted below, and their results, are subject to the limitations and qualifications stated and advised by the providing offices and parties. Reference to the actual search results should be made before any action is taken. Cassels Brock & Blackwell LLP does not make any representation or warranty, expressed or implied, with respect to the accuracy of the particulars set out below.

Entity	Production	Search Jurisdiction and Currency	Filings
My Abandonment, LLC	My Abandonment	New York UCC October 16, 2023	File Number: 2017-0414-5445493 Filing Date: 04/14/2017 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: My Abandonment, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED “MY ABANDONMENT” (THE

Entity	Production	Search Jurisdiction and Currency	Filings
			"PICTURE").
			File Number: 2018-0709-0318484 Filing Date: 07/09/2018 Secured Party: Sony Pictures Worldwide Acquisitions Inc. Debtor: My Abandonment, LLC Collateral Description: Per UCC schedule
			File Number: 2020-0602-0256924 Filing Date: 06/02/2020 Secured Party: Access Road Capital LLC Debtor: My Abandonment, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Leave No Trace" (the "Picture"), directed by Debra Granik and starring Thomasin McKenzie and Ben Foster; (b) all other right, title and interest of the Debtor in,

Entity	Production	Search Jurisdiction and Currency	Filings
			to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
Lucite Desk, LLC	Bombshell	Delaware UCC July 18, 2023	File Number: 2018-721-8825 Filing Date: 10/18/2018 Secured Party: Directors Guild of America, Inc. Debtor: Lucite Desk, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Lucite Desk" aka "Fair and Balanced" aka "Untitled Charles Randolph Project" aka "Untitled Roger Ailes Project" (the "Picture").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2018-738-2373 Filing Date: 10/24/2018 Secured Party: Writers Guild of America, West, Inc., and Writers Guild of America, East, Inc. Debtor: Lucite Desk, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Lucite Desk" aka "Fair and Balanced" aka "Untitled Charles Randolph Project" (the "Picture").
			File Number: 2018-743-9900 Filing Date: 10/26/2018 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Lucite Desk LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A

Entity	Production	Search Jurisdiction and Currency	Filings
			CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "LUCITE DESK" AKA "FAIR AND BALANCED" AKA "THE END OF THE LEG MAN" (THE "PICTURE").
			File Number: 2018-750-1220 Filing Date: 10/29/2018 Secured Party: Creative Wealth Media Finance Corp. Debtor: Lucite Desk LLC Collateral Description: Per UCC schedule
			File Number: 2019-015-3929 Filing Date: 01/08/2019 Secured Party: Comerica Bank, as Administrative Agent Debtor: Lucite Desk LLC Collateral Description: All assets of Debtor, wherever located or situated and whether now owned, presently existing or hereafter acquired or created and of Debtor's right, title and interest in all products and proceeds thereof.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2019-034-3132 Filing Date: 01/15/2019 Secured Party: C&C Financial Services Lending II, LLC Debtor: Lucite Desk LLC Collateral Description: Per UCC schedule
			File Number: 2019-227-6579 Filing Date: 04/02/2019 Secured Party: Lions Gate Films Inc. Debtor: Lucite Desk LLC Collateral Description: Per UCC schedule
Driftless Area, LLC	Driftless Area	Nevada UCC June 4, 2014	File Number: 2014-014-046-3 Filing Date: 06/02/2014 Secured Party: Creative Wealth Media Finance Corp. Debtor: Driftless Area, LLC Collateral Description: All of Debtor's right, title and interest in the collateral as described in UCC schedule, and all rights and remedies related thereto, whether now owned or held or hereafter acquired and wherever located.

Entity	Production	Search Jurisdiction and Currency	Filings
Drunk Parents, LLC	Drunk Parents	New York UCC July 12, 2023	File Number: 2015-121-8848-3839 Filing Date: 12/18/2015 Secured Party: Directors Guild of America, Inc. Debtor: Drunk Parents, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Drunk Parents" (the "Picture").
			File Number: 2016-011-9507-1846 Filing Date: 01/19/2016 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Drunk Parents, LLC , and Drunk Parents Production Services, Inc Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND

Entity	Production	Search Jurisdiction and Currency	Filings
			INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "DRUNK PARENTS" (THE "PICTURE").
			File Number: 2016-071-5585-4218 Filing Date: 07/15/2016 Secured Party: Writers Guild of America, West, Inc. , and Writers Guild of America, East, Inc. Debtor: Drunk Parents, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled, "Drunk Parents" (the Picture).
Fables Holdings USA, LLC	Fables	Delaware UCC July 18, 2023	File Number: 2020-488-3288 Filing Date: 07/15/2020 Secured Party: Creative Wealth Media Finance Corp. Debtor: Fables Holdings USA, LLC Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2020-864-0171 Filing Date: 12/09/2020 Secured Party: TPC Lending & Services, LLC Debtor: Fables Holdings USA, LLC Collateral Description: All assets and all personal property of the Debtor, whether now owned and/or hereafter acquired. Remark: Full assignment from Three Point Capital Holdings, LLC to TPC Lending & Services, LLC on 02/02/2022
Gossamer Holdings USA, LLC	Gossamer	Delaware UCC July 11, 2023	File Number: 2020-488-3403 Filing Date: 07/15/2020 Secured Party: Creative Wealth Media Finance Corp. Debtor: Gossamer Holdings USA, LLC Collateral Description: Per UCC schedule
			File Number: 2021-883-0722 Filing Date: 07/15/2020 Secured Party: TPC Lending & Services, LLC Debtor: Gossamer Holdings USA, LLC Collateral Description: All assets and all personal property of the Debtor, whether now owned and/or hereafter acquired. Remark: Full assignment from Three Point Capital Holdings, LLC to

Entity	Production	Search Jurisdiction and Currency	Filings
			TPC Lending & Services, LLC on 02/02/2022
			File Number: 2023-305-5752 Filing Date: 04/27/2023 Secured Party: Four J Family LLC Debtor: Gossamer Holdings USA, LLC Collateral Description: All assets, including, without limitation, Debtor's right, title and interest in or relating to the animated motion picture presently entitled "Gossamer" and all of "Debtor's right, title and intgerest [SIC] in any of the revenue arising out of or relating to this project.
			File Number: 2023-455-1189 Filing Date: 06/28/2023 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Gossamer Holdings USA, LLC Collateral Description: All assets, including, without limitation, Debtor's right, title and interest in or relating to the animated motion

Entity	Production	Search Jurisdiction and Currency	Filings
			picture presently entitled “Gossamer” and all of Debtor’s right, title and intgerest [SIC] in any of the revenue arising out of or relating to this project.
			File Number: 2023-455-9745 Filing Date: 06/29/2023 Secured Party: Creative Wealth Media Finance Debtor: Gossamer Holdings USA, LLC Collateral Description: All assets, including, without limitation, Debtor’s right, title and interest in or relating to the animated motion picture presently entitled “Gossamer” and all of Debtor’s right, title and intgerest [SIC] in any of the revenue arising out of or relating to this project.
Harry Haft Productions, Inc.	Harry Haft	New York UCC July 18, 2023	File Number: 724036 Filing Date: 02/26/2019 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Harry Haft Productions, Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND

Entity	Production	Search Jurisdiction and Currency	Filings
			COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "Harry Haft" (THE "PICTURE").
			File Number: 206965 Filing Date: 04/11/2019 Secured Party: Creative Wealth Media Finance Corp., as administrative agent. Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule.
			File Number: 208472 Filing Date: 04/30/2019 Secured Party: Three Point Capital, LLC Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 221357 Filing Date: 04/30/2019 Secured Party: Comerica Bank, as administrative agent Debtor: Harry Haft Productions, Inc. Collateral Description: All assets of Debtor, wherever located or situated and whether now owned, presently existing or hereafter acquired or created and of Debtor's right, title and interest in all products and proceeds thereof.
			File Number: 220039 Filing Date: 12/08/2020 Secured Party: Three Point Capital Holdings, LLC (by assignment) Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule
			File Number: 220074 Filing Date: 12/09/2020 Secured Party: Three Point Capital, LLC Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule
Heavyweight	Harry Haft	Delaware UCC	File Number: 20191349898 Filing Date: 02/26/2019

Entity	Production	Search Jurisdiction and Currency	Filings
Holdings, LLC		July 18, 2023	Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Heavyweight Holdings, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "HARRY HAFT" (THE "PICTURE")
			File Number: 20191783070 Filing Date: 03/13/2019 Secured Party: Writers Guild of America, West, Inc. & Writers Guild of America, East, Inc. Debtor: Heavyweight Holdings, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND

Entity	Production	Search Jurisdiction and Currency	Filings
			INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "HARRY HAFT" (THE "PICTURE")
			File Number: 20192495278 Filing Date: 04/10/2019 Secured Party: Creative Wealth Media Finance Corp., as Administrative Agent & Three Point Capital Holdings, LLC Debtor: Heavyweight Holdings, LLC. Collateral Description: Per UCC schedule Remark: Full Assignment from Three Point Capital Holdings, LLC to National Bank of Canada on 02/22/2022 (File Number: 2022-153- 7281)

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20192994049 Filing Date: 04/30/2019 Secured Party: Three Point Capital, LLC, Three Point Capital Holdings, LLC, Three Point Capital, LLC & National Bank of Canada Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule Remark: Full Assignment from Three Point Capital, LLC to Three Point Capital Holdings, LLC on 08/21/2019 (File Number: 2019-583-0000)
			File Number: 20193909830 Filing Date: 06/06/2019 Secured Party: New Mandate Films, LLC Debtor: Heavyweight Holdings, LLC Collateral Description: Per UCC schedule
			File Number: 20197822468 Filing Date: 11/06/2019 Secured Party: Comerica Bank, as Administrative Agent Debtor: Heavyweight Holdings, LLC Collateral Description: All assets of Debtor, wherever located or situated and whether now owned, presently existing or hereafter acquired or created and of Debtor's right, title and interest in all

Entity	Production	Search Jurisdiction and Currency	Filings
			products and proceeds thereof.
			File Number: 20201218587 Filing Date: 02/19/25 Secured Party: Film Finances Canada Ltd. Debtor: Pioneer Stillking Haft KFT, Heavyweight Holdings, LLC & Harry Haft Productions, Inc. Collateral Description: All of Debtors' right, title and interest of every kind and nature without limitation in and to the motion picture entitled "Harry Haft", including all proceeds thereof. This Financing Statement is being filed pursuant to that certain agreement dated as of May 13, 2019 between Debtors and Secured Party, and is expressly made subject thereto

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20203853563 Filing Date: 06/02/20 Secured Party: Access Road Capital LLC Debtor: Heavyweight Holdings, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Harry Haft" (the "Picture"), directed by Barry Levinson and starring Ben Foster, Peter Sarsgaard and Danny DeVito (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
Henchmen	Henchmen	British Columbia	File Number: 251859M Filing Date: June 2, 2020

Entity	Production	Search Jurisdiction and Currency	Filings
Productions Inc.		PPSA September 19, 2023	Secured Party: Access Road Capital, LLC Debtor: Henchmen Productions Inc. Collateral Description: AS SECURITY FOR THE PROMPT PAYMENT AND PERFORMANCE OF ALL OBLIGATIONS OF DEBTOR TO SECURED PARTY, DEBTOR PLEDGES, HYPOTHECATES, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS TO SECURED PARTY A SECURITY INTEREST IN (A) ALL FUTURE PAYMENTS OR OTHER CONTRIBUTIONS FROM THE MOTION PICTURE ENTITLED \HENCHMEN\ (THE \PICTURE\), DIRECTED BY ADAM WOOD AND ,STARRING JAMES MARSDEN AND ROSARIO DAWSON; (B) ALL OTHER RIGHT, TITLE AND INTEREST OF THE DEBTOR IN, TO AND UNDER THE PRODUCTION DOCUMENTS; (C) ALL OF DEBTOR'S RIGHT TITLE AND INTEREST IN ALL TANGIBLE AND INTANGIBLE PERSONAL PROPERTY OF THE DEBTOR (SUBJECT TO EXISTING LIENS), INCLUDING, BUT NOT LIMITED TO, ALL ASSETS AND PROPERTIES OF ,THE DEBTOR, ANY AND ALL SUBSTITUTIONS THEREFOR AND REPLACEMENTS THEREOF, AND ANY AND ALL ADDITIONS AND ACCESSIONS THERETO WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR IN WHICH THE DEBTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AN INTEREST, WHEREVER LOCATED, AND (D) ALL PROCEEDS AND PRODUCTS OF ALL ASSETS LISTED IN CLAUSES (A) THROUGH AND ,INCLUDING (C) HEREIN. \PRODUCTION DOCUMENTS\ MEANS ALL OF THE DEVELOPMENT, FINANCING,

Entity	Production	Search Jurisdiction and Currency	Filings
			PRODUCTION, DISTRIBUTION AND COLLECTION ACCOUNT MANAGEMENT AGREEMENTS ENTERED INTO BY DEBTOR OR FROM WHICH THE DEBTOR DERIVES A BENEFICIAL INTEREST WHETHER NOW OR HEREAFTER EXISTING (AND ALL SUPPLEMENTS THERETO, AMENDMENTS AND REPLACEMENTS ,THEREOF) IN CONNECTION WITH THE PICTURE.
			File Number: 779932P Filing Date: September 11, 2023 Secured Party: Intrinsic Properties, LLC Debtor: HENCHMEN PRODUCTIONS INC. Collateral Description: All of the Debtor's present and after acquired personal property.

Entity	Production	Search Jurisdiction and Currency	Filings
National Anthem Holdings, LLC	National Anthem	Delaware UCC July 18, 2023	File Number: 2022-113-9021 Filing Date: 02/09/2022 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: National Anthem Holdings, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "NATIONAL ANTHEM" (THE "PICTURE").
			File Number: 2022-123-5183 Filing Date: 02/11/2022 Secured Party: Directors Guild of America, Inc. Debtor: National Anthem Holdings, LLC, and National Anthem Prodco Inc. Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grants to

Entity	Production	Search Jurisdiction and Currency	Filings
			secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "National Anthem" (the "Picture").
			File Number: 2022-200-3382 Filing Date: 03/08/22 Secured Party: Creative Wealth Media Finance Corp, as Administrative Agent Debtor: National Anthem Holdings, LLC Collateral Description: Per UCC schedule
			File Number: 2022-267-0594 Filing Date: 03/30/22 Secured Party: TPC Lending & Services, LLC Debtor: National Anthem Holdings, LLC Collateral Description: All assets and all personal property of Debtor, whether now owned and/or hereafter acquired. Remark: Full assignment from Three Point Capital Holdings, LLC to TPC Lending & Services, LLC on 05/27/2022

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2022-034-8902 Filing Date: 12/14/2022 Secured Party: Hercules Film Investors I (US), Inc. Debtor: National Anthem Holdings, LLC Collateral Description: Per UCC schedule
			File Number: 2023-476-3388 Filing Date: 07/10/2023 Secured Party: Writers Guild of America, West, Inc., and Writers Guild of America, East, Inc. Debtor: National Anthem Holdings, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "National Anthem" (the "Picture").

Entity	Production	Search Jurisdiction and Currency	Filings
National Anthem ProdCo Inc.	National Anthem	Delaware UCC July 19, 2023	File Number: 2022-012-7420I Filing Date: 02/09/2022 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: National Anthem ProdCo Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "NATIONAL ANTHEM" (THE "PICTURE").
			File Number: 2022-012-7598E Filing Date: 02/11/2022 Secured Party: Directors Guild of America, Inc. Debtor: National Anthem Holdings, LLC , and National Anthem Prodco Inc. Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to

Entity	Production	Search Jurisdiction and Currency	Filings
			secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "National Anthem" (the "Picture").
			File Number: 2022-012-8695J Filing Date: 03/08/2022 Secured Party: Creative Wealth Media Finance Corp, as Administrative Agent Debtor: National Anthem Prodco Inc. Collateral Description: Per UCC schedule
			File Number: 2022-012-9510E Filing Date: 03/30/2022 Secured Party: TPC Lending & Services, LLC Debtor: National Anthem Prodco Inc. Collateral Description: All assets and all personal property of the Debtor, whether now owned and/or hereafter acquired. Remark: Full Assignment from Three Point Capital Holdings, LLC to TPC Lending & Services, LLC on 05/27/2022 (File Number: 2022-977-6180E)
Bakhorma, LLC	Prospect	Washington UCC	File Number: 2017-145-2777-1 Filing Date: 05/25/2017

Entity	Production	Search Jurisdiction and Currency	Filings
		July 17, 2023	Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Bakhorma, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "PROSPECT" (THE "PICTURE").
			File Number: 2017-250-9317-3 Filing Date: 09/07/2022 Secured Party: Film Finances Canada Ltd. Debtor: Bakhorma, LLC & Green Moon Inc. Collateral Description: All of Debtors' right, title and interest of every kind and nature without limitation in and to the feature length motion picture currently entitled "Prospect", including all proceeds thereof. This Financing Statement is being filed pursuant to that certain agreement dated as of April 24, 2017 between Debtor(s) and Secured party, and is expressly made subject thereto.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2020-155-6174-7 Filing Date: 06/03/2020 Secured Party: Access Road Capital LLC Debtor: Bakhorma, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Prospect" (the "Picture"), directed by Christopher Caldwell and Zeek Earl and starring Sophie Thatcher and Jay Duplass; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

Entity	Production	Search Jurisdiction and Currency	Filings
Erostratus, LLC	Assassination Nation	Michigan UCC September 19, 2023	File Number: 2017-0330000228-6 Filing Date: 03/30/2017 Secured Party: Creative Wealth Media Finance Corp. Debtor: Erostratus, LLC Collateral Description: Per UCC schedule
			File Number: 2017-0228000521-6 Filing Date: 02/28/2017 Secured Party: Directors Guild of America, Inc. Debtor: Erostratus, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Assassination Nation" (the "Picture").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2017-0324000384-0 Filing Date: 03/24/2017 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Erostratus, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "ASSASSINATION NATION" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2017-0407000878-6 Filing Date: 04/07/2017 Secured Party: Writers Guild of America, West, Inc., and Writers Guild of America, East, Inc. Debtor: Erostratus, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Assassination Nation" (the Picture).
			File Number: 2020-0603000078-0 Filing Date: 06/03/2020 Secured Party: Access Road Capital LLC Debtor: Erostratus, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Assassination Nation" (the "Picture"), directed by Sam Levinson and starring

Entity	Production	Search Jurisdiction and Currency	Filings
			Odessa Young and Abra; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
Erostratus LA, LLC	Assassination Nation	o/s	[NTD: Results Pending]
Brown Amy, LLC	Beatriz at Dinner	Nevada UCC October 13, 2023	File Number: 2016022821-1 Filing Date: 08/10/2016 Secured Party: Creative Wealth Media Finance Corp. Debtor: Brown Amy LLC Collateral Description: Per UCC schedule
			File Number: 2016022820-9 Filing Date: 08/10/2016 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Brown Amy LLC

Entity	Production	Search Jurisdiction and Currency	Filings
			Collateral Description: Per UCC schedule
			File Number: 2016024825-1 Filing Date: 08/30/2016 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Brown Amy LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "BEATRIZ AT DINNER" (THE"PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2017013750-1 Filing Date: 05/18/2017 Secured Party: Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. Debtor: Brown Amy LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Beatriz at Dinner" (the "Picture").
			File Number: 2020097343-1 Filing Date: 06/04/2020 Secured Party: Access Road Capital LLC Debtor: Brown Amy LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Beatriz at Dinner" (the "Picture"), directed by Miguel Arteta and starring Salma Hayek

Entity	Production	Search Jurisdiction and Currency	Filings
			and John Lithgow (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
I Saw the Light Movie, LLC	I Saw the Light	Nevada UCC October 13, 2023	File Number: 2014026399-4 Filing Date: 10/13/2014 Secured Party: Creative Wealth Media Finance Corp. Debtor: I Saw the Light Movie, LLC Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2014026787-7 Filing Date: 10/17/2014 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: I Saw the Light Movie, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "I SAW THE LIGHT" (THE PICTURE).
			File Number: 2015001364-4 Filing Date: 01/16/2015 Secured Party: Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. Debtor: I Saw the Light Movie, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to

Entity	Production	Search Jurisdiction and Currency	Filings
			Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled, "I saw the light" (the Picture).
			File Number: 2015007086-0 Filing Date: 03/19/2015 Secured Party: Directors Guild of America, Inc. Debtor: I Saw the Light Movie, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "I SAW THE LIGHT" AKA "UNTITLED (HANK WILLIAMS PROJECT)" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
Layover, LLC	Layover	Nevada UCC October 13, 2023	File Number: 2015010613-4 Filing Date: 04/24/2015 Secured Party: Directors Guild of America, Inc. Debtor: Layover, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "THE LAYOVER" (THE "PICTURE").
			File Number: 2015011669-2 Filing Date: 05/05/2015 Secured Party: Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. Debtor: Layover, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and

Entity	Production	Search Jurisdiction and Currency	Filings
			intellectual property of debtor in connection with the motion picture currently entitled, "Layover, The" (the Picture).
			File Number: 2015011909-2 Filing Date: 05/07/2015 Secured Party: Creative Wealth Media Finance Corp. Debtor: Layover, LLC Collateral Description: Per UCC schedule
			File Number: 2015012013-4 Filing Date: 05/08/2015 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Layover, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED, "THE LAYOVER" (THE PICTURE).

Entity	Production	Search Jurisdiction and Currency	Filings
Para Productions, LLC	Parallel	o/s	[NTD: Results Pending]
Phil Productions, LLC	Phil, Flossing & Plumbing	Nevada UCC October 13, 2023	File Number: 2016009434-3 Filing Date: 04/02/2016 Secured Party: Writers Guild of America, West, Inc., and, Writers Guild of America, East, Inc. Debtor: Phil Productions, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled, "Phil" aka "Phil: A Tale of Flossing and Plumbing" (the Picture).
Red Sea, LLC	Red Sea	o/s	[NTD: Results Pending]

Entity	Production	Search Jurisdiction and Currency	Filings
Red Sea Productions Inc.	Red Sea	Nevada UCC October 13, 2023	File Number: 2017015349-2 Filing Date: 06/05/2017 Secured Party: Directors Guild of America, Inc. Debtor: Red Sea LLC, and, Red Sea Productions, Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "RED SEA DIVING RESORT" AKA "OPERATION RESORT" AKA "OPERATION BROTHERS" (THE "PICTURE").
			File Number: 2017018743-1 Filing Date: 07/06/2017 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Red Sea Productions Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE

Entity	Production	Search Jurisdiction and Currency	Filings
			SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "RED SEA DIVING RESORT" AKA "OPERATION BROTHERS" (THE "PICTURE").
			File Number: 2017020885-5 Filing Date: 07/28/2017 Secured Party: Creative Wealth Media Finance Corp. Debtor: Red Sea, LLC, and, Red Sea Productions Inc. Collateral Description: Per UCC schedule
			File Number: 2018007185-6 Filing Date: 03/14/2018 Secured Party: Film Finances Canada Ltd Debtor: Red Sea, LLC, Red Sea Productions Inc., Out of Africa Entertainment (PTY) Ltd, and, Golden Rise Trading (RF) (PTY) Ltd Collateral Description: ALL OF DEBTOR(S)'S RIGHT, TITLE AND INTEREST OF EVERY KIND AND NATURE WITHOUT LIMITATION IN AND TO THE THEATRICAL FILM CURRENTLY ENTITLED "THE RED SEA DIVING RESORT" INCLUDING ALL PROCEEDS THEREOF. THIS

Entity	Production	Search Jurisdiction and Currency	Filings
			FINANCING STATEMENT IS BEING FILED PURSUANT TO THAT CERTAIN AGREEMENT DATED AS OF AUGUST 9, 2017, BETWEEN DEBTOR(S) AND SECURED PARTY, AND IS EXPRESSLY MADE SUBJECT THERETO.
			File Number: 2018011148-4 Filing Date: 04/20/2018 Secured Party: Comerica Bank, as Administrative Agent Debtor: Red Sea, LLC, and Red Sea Productions Inc. Collateral Description: All assets now owned or hereafter acquired.
Tully Productions LLC	Tully	Nevada UCC October 13, 2023	File Number: 2016023223-4 Filing Date: 08/15/2016 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Tully Productions, LLC Collateral Description: Per UCC schedule
			File Number: 2016023222-2 Filing Date: 08/15/2016 Secured Party: Creative Wealth Media Finance Corp.

Entity	Production	Search Jurisdiction and Currency	Filings
			Debtor: Tully Productions, LLC Collateral Description: Per UCC schedule
			File Number: 2016026274-4 Filing Date: 09/14/2016 Secured Party: Directors Guild of America, Inc. Debtor: Tully Productions, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "TULLY" (THE "PICTURE").
			File Number: 2016027388-6 Filing Date: 09/27/2016 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Tully Productions, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE

Entity	Production	Search Jurisdiction and Currency	Filings
			SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "TULLY" (THE "PICTURE").
			File Number: 2017013516-5 Filing Date: 05/16/2017 Secured Party: Writers Guild of America, West, Inc., and, Writers Guild of America, East, Inc. Debtor: Tully Productions, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Tully" (the Picture).
			File Number: 2017037259-7 Filing Date: 12/28/2017 Secured Party: Focus Features LLC Debtor: Tully Productions, LLC

Entity	Production	Search Jurisdiction and Currency	Filings
			Collateral Description: Per UCC schedule
			File Number: 2018021328-8 Filing Date: 07/26/2018 Secured Party: Comerica Bank, as Administrative Agent Debtor: Tully Productions, LLC Collateral Description: All assets now owned or hereafter acquired.
BRON Creative USA Corp.	A Simple Favor Chaos Walking Ghostbusters Good Liar	Nevada UCC September 28, 2023	File Number: 2017021216-9 Filing Date: 08/01/2017 Secured Party: Comerica Bank, as Administrative Agent Debtor: Bron Creative USA, Corp. Collateral Description: All assets of the Debtor, whether now owned or hereafter acquired

Entity	Production	Search Jurisdiction and Currency	Filings
	The Spy who Dumped Me		File Number: 2018007007-0 Filing Date: 03/12/2018 Secured Party: New Line Productions, Inc. Debtor: Bron Creative USA, Corp. Collateral Description: The Collateral consists of all of Debtor's rights, title and interest of every kind and nature (if any) in and to the motion picture currently titled "THE GOOD LIAR", including the property more fully described on Exhibit A (consisting of 2 pages) attached hereto and incorporated herein by this reference, and all products and proceeds thereof.
			File Number: 2023311701-4 Filing Date: 04/05/2023 Secured Party: Comerican Bank, as Administrative Agent Debtor: Bron Creative USA, Corp. Collateral Description: All assets of the Debtor, whether now owned or hereafter acquired, but expressly excluding (i) the Excluded Collateral and (ii) the equity interests in each Excluded Subsidiary, as such capitalized terms are defined in the Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of November 19, 2019 (as such agreement may be amended, modified, supplemented, renewed or replaced), among the persons identified

Entity	Production	Search Jurisdiction and Currency	Filings
			therein from time to time as a Lender. the Secured Party, Bron Studios Inc., Bron Studios USA Inc. and Bron Studios UK Limited, as Borrowers, the persons identified therein from time to time as Parents, the persons identified from time time therein as Guarantors and the persons identified therein from time to time as Pledgors.
BRON Releasing USA Inc.	Loudmouth	Delaware UCC October16, 2023	File Number: 20229053737 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: All property and assets now owned or hereafter acquired or arisign [SIC], whether governed by Article 9 of the UCC or other law, wherever located, including without limitation, all of the following as set forth in Exhibit A, attached hereto.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20229054487 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229055062 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229055443 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229055989 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20229056284 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229057308 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229057613 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
TWWMD Holdings, LLC	Those Who Wish Me Dead	Delaware UCC October 16, 2023	File Number: 20193434409 Filing Date: 05/17/2019 Secured Party: New Line Productions, Inc. Debtor: TWWMD Holdings, LLC Collateral Description: TWWMD Holdings, LLC ("Debtor") hereby grants to Secured Party a first priority security interest in all of Debtor's right, title and interest of every kind and nature, whether now owned or hereafter acquired, created or arising, wherever located and whether or not in Debtor's possession, in and to that certain property more fully described on Exhibit A attached [SIC] hereto and incorporated herein by this reference, relating to the motion picture currently entitled "THOSE WHO WISH ME DEAD" (the "Picture"), and all products and proceeds thereof.
			File Number: 20193542953 Filing Date: 05/22/2019 Secured Party: C&C Financial Services Lending II, LLC Debtor: TWWMD Holdings, LLC Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20203853696 Filing Date: 06/02/2020 Secured Party: Access Road Capital LLC Debtor: TWWMD Holdings, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Those Who Wish Me Dead" (the "Picture"), directed by Taylor Sheridan and starring Nicholas Hoult and Angelina Jolie; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20208697726 Filing Date: 12/10/2020 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: TWWMD Holdings, LLC Collateral Description: Per UCC schedule
[Hunted Production Services Inc.]		o/s	[NTD: Results Pending]
[VNR LLC]		o/s	[NTD: Results Pending]

Appendix 26

Appendix “26”

Additional Asset Searches

UCC & PPSA Summary

Note: This report is a summary of the results received for the searches conducted. The currency of each such search is set out below. The records kept in connection with certain statutes may not be current as of the time of the searches. As a result, there may be registrations that were made subsequent to the currency date of the searches, but prior to the date the searches were conducted. The order in which the registrations are listed, and their dates of registration, are not necessarily indicative of the order of priority. Each of the searches noted below, and their results, are subject to the limitations and qualifications stated and advised by the providing offices and parties. Reference to the actual search results should be made before any action is taken. Cassels Brock & Blackwell LLP does not make any representation or warranty, expressed or implied, with respect to the accuracy of the particulars set out below.

Entity	Production	Search Jurisdiction and Currency	Filings
My Abandonment, LLC	My Abandonment	New York UCC October 16, 2023	File Number: 2017-0414-5445493 Filing Date: 04/14/2017 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: My Abandonment, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED “MY ABANDONMENT” (THE

Entity	Production	Search Jurisdiction and Currency	Filings
			"PICTURE").
			File Number: 2018-0709-0318484 Filing Date: 07/09/2018 Secured Party: Sony Pictures Worldwide Acquisitions Inc. Debtor: My Abandonment, LLC Collateral Description: Per UCC schedule
			File Number: 2020-0602-0256924 Filing Date: 06/02/2020 Secured Party: Access Road Capital LLC Debtor: My Abandonment, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Leave No Trace" (the "Picture"), directed by Debra Granik and starring Thomasin McKenzie and Ben Foster; (b) all other right, title and interest of the Debtor in,

Entity	Production	Search Jurisdiction and Currency	Filings
			to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
Lucite Desk, LLC	Bombshell	Delaware UCC July 18, 2023	File Number: 2018-721-8825 Filing Date: 10/18/2018 Secured Party: Directors Guild of America, Inc. Debtor: Lucite Desk, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Lucite Desk" aka "Fair and Balanced" aka "Untitled Charles Randolph Project" aka "Untitled Roger Ailes Project" (the "Picture").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2018-738-2373 Filing Date: 10/24/2018 Secured Party: Writers Guild of America, West, Inc., and Writers Guild of America, East, Inc. Debtor: Lucite Desk, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Lucite Desk" aka "Fair and Balanced" aka "Untitled Charles Randolph Project" (the "Picture").
			File Number: 2018-743-9900 Filing Date: 10/26/2018 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Lucite Desk LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A

Entity	Production	Search Jurisdiction and Currency	Filings
			CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "LUCITE DESK" AKA "FAIR AND BALANCED" AKA "THE END OF THE LEG MAN" (THE "PICTURE").
			File Number: 2018-750-1220 Filing Date: 10/29/2018 Secured Party: Creative Wealth Media Finance Corp. Debtor: Lucite Desk LLC Collateral Description: Per UCC schedule
			File Number: 2019-015-3929 Filing Date: 01/08/2019 Secured Party: Comerica Bank, as Administrative Agent Debtor: Lucite Desk LLC Collateral Description: All assets of Debtor, wherever located or situated and whether now owned, presently existing or hereafter acquired or created and of Debtor's right, title and interest in all products and proceeds thereof.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2019-034-3132 Filing Date: 01/15/2019 Secured Party: C&C Financial Services Lending II, LLC Debtor: Lucite Desk LLC Collateral Description: Per UCC schedule
			File Number: 2019-227-6579 Filing Date: 04/02/2019 Secured Party: Lions Gate Films Inc. Debtor: Lucite Desk LLC Collateral Description: Per UCC schedule
Driftless Area, LLC	Driftless Area	Nevada UCC June 4, 2014	File Number: 2014-014-046-3 Filing Date: 06/02/2014 Secured Party: Creative Wealth Media Finance Corp. Debtor: Driftless Area, LLC Collateral Description: All of Debtor's right, title and interest in the collateral as described in UCC schedule, and all rights and remedies related thereto, whether now owned or held or hereafter acquired and wherever located.

Entity	Production	Search Jurisdiction and Currency	Filings
Drunk Parents, LLC	Drunk Parents	New York UCC July 12, 2023	File Number: 2015-121-8848-3839 Filing Date: 12/18/2015 Secured Party: Directors Guild of America, Inc. Debtor: Drunk Parents, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Drunk Parents" (the "Picture").
			File Number: 2016-011-9507-1846 Filing Date: 01/19/2016 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Drunk Parents, LLC , and Drunk Parents Production Services, Inc Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND

Entity	Production	Search Jurisdiction and Currency	Filings
			INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "DRUNK PARENTS" (THE "PICTURE").
			File Number: 2016-071-5585-4218 Filing Date: 07/15/2016 Secured Party: Writers Guild of America, West, Inc. , and Writers Guild of America, East, Inc. Debtor: Drunk Parents, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled, "Drunk Parents" (the Picture).
Fables Holdings USA, LLC	Fables	Delaware UCC July 18, 2023	File Number: 2020-488-3288 Filing Date: 07/15/2020 Secured Party: Creative Wealth Media Finance Corp. Debtor: Fables Holdings USA, LLC Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2020-864-0171 Filing Date: 12/09/2020 Secured Party: TPC Lending & Services, LLC Debtor: Fables Holdings USA, LLC Collateral Description: All assets and all personal property of the Debtor, whether now owned and/or hereafter acquired. Remark: Full assignment from Three Point Capital Holdings, LLC to TPC Lending & Services, LLC on 02/02/2022
Gossamer Holdings USA, LLC	Gossamer	Delaware UCC July 11, 2023	File Number: 2020-488-3403 Filing Date: 07/15/2020 Secured Party: Creative Wealth Media Finance Corp. Debtor: Gossamer Holdings USA, LLC Collateral Description: Per UCC schedule
			File Number: 2021-883-0722 Filing Date: 07/15/2020 Secured Party: TPC Lending & Services, LLC Debtor: Gossamer Holdings USA, LLC Collateral Description: All assets and all personal property of the Debtor, whether now owned and/or hereafter acquired. Remark: Full assignment from Three Point Capital Holdings, LLC to

Entity	Production	Search Jurisdiction and Currency	Filings
			TPC Lending & Services, LLC on 02/02/2022
			File Number: 2023-305-5752 Filing Date: 04/27/2023 Secured Party: Four J Family LLC Debtor: Gossamer Holdings USA, LLC Collateral Description: All assets, including, without limitation, Debtor's right, title and interest in or relating to the animated motion picture presently entitled "Gossamer" and all of "Debtor's right, title and intgerest [SIC] in any of the revenue arising out of or relating to this project.
			File Number: 2023-455-1189 Filing Date: 06/28/2023 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Gossamer Holdings USA, LLC Collateral Description: All assets, including, without limitation, Debtor's right, title and interest in or relating to the animated motion picture presently entitled "Gossamer" and all of Debtor's right, title and intgerest [SIC] in any of the revenue arising out of or relating to this project.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2023-455-9745 Filing Date: 06/29/2023 Secured Party: Creative Wealth Media Finance Debtor: Gossamer Holdings USA, LLC Collateral Description: All assets, including, without limitation, Debtor's right, title and interest in or relating to the animated motion picture presently entitled "Gossamer" and all of Debtor's right, title and intgerest [SIC] in any of the revenue arising out of or relating to this project.
Harry Haft Productions, Inc.	Harry Haft	New York UCC July 18, 2023	File Number: 724036 Filing Date: 02/26/2019 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Harry Haft Productions, Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "Harry Haft" (THE

Entity	Production	Search Jurisdiction and Currency	Filings
			"PICTURE").
			File Number: 206965 Filing Date: 04/11/2019 Secured Party: Creative Wealth Media Finance Corp., as administrative agent. Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule
			File Number: 208472 Filing Date: 04/30/2019 Secured Party: Three Point Capital, LLC Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule
			File Number: 221357 Filing Date: 04/30/2019 Secured Party: Comerica Bank, as administrative agent Debtor: Harry Haft Productions, Inc. Collateral Description: All assets of Debtor, wherever located or situated and whether now owned, presently existing or hereafter acquired or created and of Debtor's right, title and interest in all products and proceeds thereof.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 220039 Filing Date: 12/08/2020 Secured Party: Three Point Capital Holdings, LLC (by assignment) Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule
			File Number: 220074 Filing Date: 12/09/2020 Secured Party: Three Point Capital, LLC Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule
Heavyweight Holdings, LLC	Harry Haft	Delaware UCC July 18, 2023	File Number: 20191349898 Filing Date: 02/26/2019 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Heavyweight Holdings, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE

Entity	Production	Search Jurisdiction and Currency	Filings
			MOTION PICTURE CURRENTLY ENTITLED "HARRY HAFT" (THE "PICTURE")
			File Number: 20191783070 Filing Date: 03/13/2019 Secured Party: Writers Guild of America, West, Inc. & Writers Guild of America, East, Inc. Debtor: Heavyweight Holdings, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "HARRY HAFT" (THE "PICTURE")
			File Number: 20192495278 Filing Date: 04/10/2019 Secured Party: Creative Wealth Media Finance Corp., as Administrative Agent & Three Point Capital Holdings, LLC Debtor: Heavyweight Holdings, LLC. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			Remark: Full Assignment from Three Point Capital Holdings, LLC to National Bank of Canada on 02/22/2022 (File Number: 2022-153-7281)
			File Number: 20192994049 Filing Date: 04/30/2019 Secured Party: Three Point Capital, LLC, Three Point Capital Holdings, LLC, Three Point Capital, LLC & National Bank of Canada Debtor: Harry Haft Productions, Inc. Collateral Description: Per UCC schedule Remark: Full Assignment from Three Point Capital, LLC to Three Point Capital Holdings, LLC on 08/21/2019 (File Number: 2019-583-0000)
			File Number: 20193909830 Filing Date: 06/06/2019 Secured Party: New Mandate Films, LLC Debtor: Heavyweight Holdings, LLC Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20197822468 Filing Date: 11/06/2019 Secured Party: Comerica Bank, as Administrative Agent Debtor: Heavyweight Holdings, LLC Collateral Description: All assets of Debtor, wherever located or situated and whether now owned, presently existing or hereafter acquired or created and of Debtor's right, title and interest in all products and proceeds thereof.
			File Number: 20201218587 Filing Date: 02/19/25 Secured Party: Film Finances Canada Ltd. Debtor: Pioneer Stillking Haft KFT, Heavyweight Holdings, LLC & Harry Haft Productions, Inc. Collateral Description: All of Debtors' right, title and interest of every kind and nature without limitation in and to the motion picture entitled "Harry Haft", including all proceeds thereof. This Financing Statement is being filed pursuant to that certain agreement dated as of May 13, 2019 between Debtors and Secured Party, and is expressly made subject thereto

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20203853563 Filing Date: 06/02/20 Secured Party: Access Road Capital LLC Debtor: Heavyweight Holdings, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Harry Haft" (the "Picture"), directed by Barry Levinson and starring Ben Foster, Peter Sarsgaard and Danny DeVito (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
Henchmen	Henchmen	British Columbia	File Number: 251859M Filing Date: June 2, 2020

Entity	Production	Search Jurisdiction and Currency	Filings
Productions Inc.		PPSA September 19, 2023	Secured Party: Access Road Capital, LLC Debtor: Henchmen Productions Inc. Collateral Description: AS SECURITY FOR THE PROMPT PAYMENT AND PERFORMANCE OF ALL OBLIGATIONS OF DEBTOR TO SECURED PARTY, DEBTOR PLEDGES, HYPOTHECATES, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS TO SECURED PARTY A SECURITY INTEREST IN (A) ALL FUTURE PAYMENTS OR OTHER CONTRIBUTIONS FROM THE MOTION PICTURE ENTITLED \HENCHMEN\ (THE \PICTURE\), DIRECTED BY ADAM WOOD AND ,STARRING JAMES MARSDEN AND ROSARIO DAWSON; (B) ALL OTHER RIGHT, TITLE AND INTEREST OF THE DEBTOR IN, TO AND UNDER THE PRODUCTION DOCUMENTS; (C) ALL OF DEBTOR'S RIGHT TITLE AND INTEREST IN ALL TANGIBLE AND INTANGIBLE PERSONAL PROPERTY OF THE DEBTOR (SUBJECT TO EXISTING LIENS), INCLUDING, BUT NOT LIMITED TO, ALL ASSETS AND PROPERTIES OF ,THE DEBTOR, ANY AND ALL SUBSTITUTIONS THEREFOR AND REPLACEMENTS THEREOF, AND ANY AND ALL ADDITIONS AND ACCESSIONS THERETO WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR IN WHICH THE DEBTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AN INTEREST, WHEREVER LOCATED, AND (D) ALL PROCEEDS AND PRODUCTS OF ALL ASSETS LISTED IN CLAUSES (A) THROUGH AND ,INCLUDING (C) HEREIN. \PRODUCTION DOCUMENTS\ MEANS ALL OF THE DEVELOPMENT, FINANCING,

Entity	Production	Search Jurisdiction and Currency	Filings
			PRODUCTION, DISTRIBUTION AND COLLECTION ACCOUNT MANAGEMENT AGREEMENTS ENTERED INTO BY DEBTOR OR FROM WHICH THE DEBTOR DERIVES A BENEFICIAL INTEREST WHETHER NOW OR HEREAFTER EXISTING (AND ALL SUPPLEMENTS THERETO, AMENDMENTS AND REPLACEMENTS ,THEREOF) IN CONNECTION WITH THE PICTURE.
			File Number: 779932P Filing Date: September 11, 2023 Secured Party: Intrinsic Properties, LLC Debtor: HENCHMEN PRODUCTIONS INC. Collateral Description: All of the Debtor's present and after acquired personal property.

Entity	Production	Search Jurisdiction and Currency	Filings
National Anthem Holdings, LLC	National Anthem	Delaware UCC July 18, 2023	File Number: 2022-113-9021 Filing Date: 02/09/2022 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: National Anthem Holdings, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "NATIONAL ANTHEM" (THE "PICTURE").
			File Number: 2022-123-5183 Filing Date: 02/11/2022 Secured Party: Directors Guild of America, Inc. Debtor: National Anthem Holdings, LLC, and National Anthem Prodco Inc. Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grants to

Entity	Production	Search Jurisdiction and Currency	Filings
			secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "National Anthem" (the "Picture").
			File Number: 2022-200-3382 Filing Date: 03/08/22 Secured Party: Creative Wealth Media Finance Corp, as Administrative Agent Debtor: National Anthem Holdings, LLC Collateral Description: Per UCC schedule
			File Number: 2022-267-0594 Filing Date: 03/30/22 Secured Party: TPC Lending & Services, LLC Debtor: National Anthem Holdings, LLC Collateral Description: All assets and all personal property of Debtor, whether now owned and/or hereafter acquired. Remark: Full assignment from Three Point Capital Holdings, LLC to TPC Lending & Services, LLC on 05/27/2022
			File Number: 2022-034-8902 Filing Date: 12/14/2022 Secured Party: Hercules Film Investors I (US), Inc.

Entity	Production	Search Jurisdiction and Currency	Filings
			Debtor: National Anthem Holdings, LLC Collateral Description: Per UCC schedule
			File Number: 2023-476-3388 Filing Date: 07/10/2023 Secured Party: Writers Guild of America, West, Inc., and Writers Guild of America, East, Inc. Debtor: National Anthem Holdings, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "National Anthem" (the "Picture").
National Anthem ProdCo Inc.	National Anthem	Delaware UCC July 19, 2023	File Number: 2022-012-7420I Filing Date: 02/09/2022 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: National Anthem ProdCo Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE

Entity	Production	Search Jurisdiction and Currency	Filings
			SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "NATIONAL ANTHEM" (THE "PICTURE").
			File Number: 2022-012-7598E Filing Date: 02/11/2022 Secured Party: Directors Guild of America, Inc. Debtor: National Anthem Holdings, LLC , and National Anthem Prodco Inc. Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "National Anthem" (the "Picture").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2022-012-8695J Filing Date: 03/08/2022 Secured Party: Creative Wealth Media Finance Corp, as Administrative Agent Debtor: National Anthem Prodco Inc. Collateral Description: Per UCC schedule
			File Number: 2022-012-9510E Filing Date: 03/30/2022 Secured Party: TPC Lending & Services, LLC Debtor: National Anthem Prodco Inc. Collateral Description: All assets and all personal property of the Debtor, whether now owned and/or hereafter acquired. Remark: Full Assignment from Three Point Capital Holdings, LLC to TPC Lending & Services, LLC on 05/27/2022 (File Number: 2022-977- 6180E)
Bakhorma, LLC	Prospect	Washington UCC July 17, 2023	File Number: 2017-145-2777-1 Filing Date: 05/25/2017 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Bakhorma, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND

Entity	Production	Search Jurisdiction and Currency	Filings
			COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "PROSPECT" (THE "PICTURE").
			File Number: 2017-250-9317-3 Filing Date: 09/07/2022 Secured Party: Film Finances Canada Ltd. Debtor: Bakhorma, LLC & Green Moon Inc. Collateral Description: All of Debtors' right, title and interest of every kind and nature without limitation in and to the feature length motion picture currently entitled "Prospect", including all proceeds thereof. This Financing Statement is being filed pursuant to that certain agreement dated as of April 24, 2017 between Debtor(s) and Secured party, and is expressly made subject thereto.

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2020-155-6174-7 Filing Date: 06/03/2020 Secured Party: Access Road Capital LLC Debtor: Bakhorma, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Prospect" (the "Picture"), directed by Christopher Caldwell and Zeek Earl and starring Sophie Thatcher and Jay Duplass; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.

Entity	Production	Search Jurisdiction and Currency	Filings
Erostratus, LLC	Assassination Nation	Michigan UCC September 19, 2023	File Number: 2017-0330000228-6 Filing Date: 03/30/2017 Secured Party: Creative Wealth Media Finance Corp. Debtor: Erostratus, LLC Collateral Description: Per UCC schedule
			File Number: 2017-0228000521-6 Filing Date: 02/28/2017 Secured Party: Directors Guild of America, Inc. Debtor: Erostratus, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of debtor(s) to secured party under the security agreement, debtor(s) grant(s) to secured party a continuing security interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Assassination Nation" (the "Picture").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2017-0324000384-0 Filing Date: 03/24/2017 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Erostratus, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "ASSASSINATION NATION" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2017-0407000878-6 Filing Date: 04/07/2017 Secured Party: Writers Guild of America, West, Inc., and Writers Guild of America, East, Inc. Debtor: Erostratus, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Assassination Nation" (the Picture).
			File Number: 2020-0603000078-0 Filing Date: 06/03/2020 Secured Party: Access Road Capital LLC Debtor: Erostratus, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Assassination Nation" (the "Picture"), directed by Sam Levinson and starring

Entity	Production	Search Jurisdiction and Currency	Filings
			Odessa Young and Abra; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
Erostratus LA, LLC	Assassination Nation	Louisiana UCC October 24, 2023	File Number: 36-2017-07476 Filing Date: 3/1/2017 Secured Party: Directors Guild of America, Inc. Debtor: Erostratus LA, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "ASSASSINATION NATION" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 36-2017-11355 Filing Date: 3/28/2017 Secured Party: Creative Wealth Media Finance Corp. Debtor: Erostratus LA, LLC Collateral Description: Per UCC schedule
			File Number: 09-1325537 Filing Date: 3/29/2017 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Erostratus LA, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "ASSASSINATION NATION" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
Brown Amy, LLC	Beatriz at Dinner	Nevada UCC October 13, 2023	File Number: 2016022821-1 Filing Date: 08/10/2016 Secured Party: Creative Wealth Media Finance Corp. Debtor: Brown Amy LLC Collateral Description: Per UCC schedule
			File Number: 2016022820-9 Filing Date: 08/10/2016 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Brown Amy LLC Collateral Description: Per UCC schedule
			File Number: 2016024825-1 Filing Date: 08/30/2016 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Brown Amy LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE

Entity	Production	Search Jurisdiction and Currency	Filings
			MOTION PICTURE CURRENTLY ENTITLED "BEATRIZ AT DINNER" (THE"PICTURE").
			File Number: 2017013750-1 Filing Date: 05/18/2017 Secured Party: Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. Debtor: Brown Amy LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled "Beatriz at Dinner" (the "Picture").
			File Number: 2020097343-1 Filing Date: 06/04/2020 Secured Party: Access Road Capital LLC Debtor: Brown Amy LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other

Entity	Production	Search Jurisdiction and Currency	Filings
			contributions from the motion picture entitled “Beatriz at Dinner” (the “Picture”), directed by Miguel Arteta and starring Salma Hayek and John Lithgow (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. “Production Documents” means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
I Saw the Light Movie, LLC	I Saw the Light	Nevada UCC October 13, 2023	File Number: 2014026399-4 Filing Date: 10/13/2014 Secured Party: Creative Wealth Media Finance Corp. Debtor: I Saw the Light Movie, LLC Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2014026787-7 Filing Date: 10/17/2014 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: I Saw the Light Movie, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "I SAW THE LIGHT" (THE PICTURE).
			File Number: 2015001364-4 Filing Date: 01/16/2015 Secured Party: Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. Debtor: I Saw the Light Movie, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to

Entity	Production	Search Jurisdiction and Currency	Filings
			Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled, "I saw the light" (the Picture).
			File Number: 2015007086-0 Filing Date: 03/19/2015 Secured Party: Directors Guild of America, Inc. Debtor: I Saw the Light Movie, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "I SAW THE LIGHT" AKA "UNTITLED (HANK WILLIAMS PROJECT)" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
Layover, LLC	Layover	Nevada UCC October 13, 2023	File Number: 2015010613-4 Filing Date: 04/24/2015 Secured Party: Directors Guild of America, Inc. Debtor: Layover, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "THE LAYOVER" (THE "PICTURE").
			File Number: 2015011669-2 Filing Date: 05/05/2015 Secured Party: Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. Debtor: Layover, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and

Entity	Production	Search Jurisdiction and Currency	Filings
			intellectual property of debtor in connection with the motion picture currently entitled, "Layover, The" (the Picture).
			File Number: 2015011909-2 Filing Date: 05/07/2015 Secured Party: Creative Wealth Media Finance Corp. Debtor: Layover, LLC Collateral Description: Per UCC schedule
			File Number: 2015012013-4 Filing Date: 05/08/2015 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Layover, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED, "THE LAYOVER" (THE PICTURE).

Entity	Production	Search Jurisdiction and Currency	Filings
Para Productions, LLC	Parallel	Nevada UCC October 16, 2023	File Number: 2016030570-8 Filing Date: 10/31/2016 Secured Party: Creative Wealth Media Finance Corp. Debtor: Para Productions LLC Collateral Description: Per UCC schedule
			File Number: 2016030571-0 Filing Date: 10/31/2016 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Para Productions LLC Collateral Description: Per UCC schedule
			File Number: 2020097346-2 Filing Date: 6/4/2020 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Para Productions LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Parallel" (the "Picture"), directed by Isaac Ezban and starring JKathleen Quinlan and Alyssa Diaz; (b) all other right, title and interest of the Debtor in,

Entity	Production	Search Jurisdiction and Currency	Filings
			to and under the Production Documents, and; (c) all proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture. File Number: 2016032504-1 Filing Date: 11/18/2016 Secured Party: Directors Guild of America, Inc. Debtor: Para Productions LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "PARALLEL" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
Phil Productions, LLC	Phil, Flossing & Plumbing	Nevada UCC October 13, 2023	File Number: 2016009434-3 Filing Date: 04/02/2016 Secured Party: Writers Guild of America, West, Inc., and, Writers Guild of America, East, Inc. Debtor: Phil Productions, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing Security Interest in all personal and intellectual property of debtor in connection with the motion picture currently entitled, "Phil" aka "Phil: A Tale of Flossing and Plumbing" (the Picture).
Red Sea, LLC	Red Sea	Nevada UCC October 16, 2023	File Number: 2017015349-2 Filing Date: 06/05/2017 Secured Party: Directors Guild of America, Inc. Debtor: Red Sea, LLC, and, Red Sea Productions, Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND

Entity	Production	Search Jurisdiction and Currency	Filings
			INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "RED SEA DIVING RESORT" AKA "OPERATION RESORT" AKA "OPERATION BROTHERS" (THE "PICTURE").
			File Number: 2017020885-5 Filing Date: 07/28/2017 Secured Party: Creative Wealth Media Finance Corp. Debtor: Red Sea, LLC, and, Red Sea Productions, Inc. Collateral Description: Per UCC schedule
			File Number: 2018011148-4 Filing Date: 4/20/2018 Secured Party: Comerica Bank, as administrative agent Debtor: Red Sea, LLC, and, Red Sea Productions, Inc. Collateral Description: All assets now owned or hereafter acquired.
			File Number: 2019022317-8 Filing Date: 6/25/2019 Secured Party: Netflix Worldwide Entertainment, LLC Debtor: Red Sea, LLC Collateral Description: "Collateral" shall mean all of Debtor's right, title and interest of every kind and character whether now owned or

Entity	Production	Search Jurisdiction and Currency	Filings
			in existence or hereafter acquired or created in and to the Netflix Rights that certain motion picture currently entitled “The Red Sea Diving Resort” (the “Picture”) (which, for the purposes hereof, shall mean the Picture, the underlying material(s) on which the Picture is based, and screenplay therefor and all elements thereof, and the Source Material) and all products or proceeds thereof or income therefrom and, solely to the extent necessary to enable Secured Party to exploit the Netflix Rights throughout the Territory and during the License Period, and the items in sub-clauses a. – d. below: a. Solely to the extent necessary to permit Secured Party fully to exploit the Netflix Rights pursuant to the License Agreement and realize the benefits of the License Agreement in connection with the Netflix Rights, all common law and statutory copyright and the copyrights of any foreign jurisdictions, renewals and extensions of copyright relating to the Netflix Rights in the Picture, and the proceeds and products of the foregoing from the exercise by Secured Party of the Netflix Rights, and other rights in all literary and other properties (hereafter called “said literary properties”) that form the basis of the Picture or that are or will be incorporated into the Picture, all component parts of the Picture consisting of said literary properties, all motion picture, television program, streaming video or other rights in and to the story, all treatments of said story and said literary

Entity	Production	Search Jurisdiction and Currency	Filings
			properties, together with all preliminary and final screenplays used and to be used in connection with the Picture, and all other literary material upon which the Picture is based or from which it is adapted; b.Solely to the extent necessary to permit Secured Party fully to exploit the Netflix Rights pursuant to the License Agreement and realize the benefits of the License Agreement, all tangible personal property relating to the Picture, including, without limitation, exposed or developed negative film, sound tracks, positive prints, cutouts, trims, special effects materials, master tapes and any and all other physical properties of every kind and nature connected with the Picture, whether or not in completed form or in some state of completion; c.Solely to the extent necessary to permit Secured Party fully to exploit the Netflix Rights pursuant to the License Agreement and realize the benefits of the License Agreement, all rights in all agreements and understandings (whether or not evidenced in writing) with third parties furnishing services and/ or rights relating to the Picture or to any of the elements described in subparagraphs (a) and (b) above, and any rights derived therefrom or relating thereto; and d.All products and proceeds of the foregoing relating to the Netflix Rights in the Picture. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in that certain License Agreement, dated as of March 29,

Entity	Production	Search Jurisdiction and Currency	Filings
			2019, between Debtor and Secured Party in connection with the Picture (as the same may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "License Agreement").
Red Sea Productions Inc.	Red Sea	Nevada UCC October 13, 2023	File Number: 2017015349-2 Filing Date: 06/05/2017 Secured Party: Directors Guild of America, Inc. Debtor: Red Sea LLC, and, Red Sea Productions, Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "RED SEA DIVING RESORT" AKA "OPERATION RESORT" AKA "OPERATION BROTHERS" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2017018743-1 Filing Date: 07/06/2017 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Red Sea Productions Inc. Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "RED SEA DIVING RESORT" AKA "OPERATION BROTHERS" (THE "PICTURE").
			File Number: 2017020885-5 Filing Date: 07/28/2017 Secured Party: Creative Wealth Media Finance Corp. Debtor: Red Sea, LLC, and, Red Sea Productions Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2018007185-6 Filing Date: 03/14/2018 Secured Party: Film Finances Canada Ltd Debtor: Red Sea, LLC, Red Sea Productions Inc., Out of Africa Entertainment (PTY) Ltd, and, Golden Rise Trading (RF) (PTY) Ltd Collateral Description: ALL OF DEBTOR(S)'S RIGHT, TITLE AND INTEREST OF EVERY KIND AND NATURE WITHOUT LIMITATION IN AND TO THE THEATRICAL FILM CURRENTLY ENTITLED "THE RED SEA DIVING RESORT" INCLUDING ALL PROCEEDS THEREOF. THIS FINANCING STATEMENT IS BEING FILED PURSUANT TO THAT CERTAIN AGREEMENT DATED AS OF AUGUST 9, 2017, BETWEEN DEBTOR(S) AND SECURED PARTY, AND IS EXPRESSLY MADE SUBJECT THERETO.
			File Number: 2018011148-4 Filing Date: 04/20/2018 Secured Party: Comerica Bank, as Administrative Agent Debtor: Red Sea, LLC, and Red Sea Productions Inc. Collateral Description: All assets now owned or hereafter acquired.
Tully Productions LLC	Tully	Nevada UCC October 13, 2023	File Number: 2016023223-4 Filing Date: 08/15/2016 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: Tully Productions, LLC

Entity	Production	Search Jurisdiction and Currency	Filings
			Collateral Description: Per UCC schedule
			File Number: 2016023222-2 Filing Date: 08/15/2016 Secured Party: Creative Wealth Media Finance Corp. Debtor: Tully Productions, LLC Collateral Description: Per UCC schedule
			File Number: 2016026274-4 Filing Date: 09/14/2016 Secured Party: Directors Guild of America, Inc. Debtor: Tully Productions, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANT(S) TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "TULLY" (THE "PICTURE").

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 2016027388-6 Filing Date: 09/27/2016 Secured Party: Screen Actors Guild-American Federation of Television and Radio Artists Debtor: Tully Productions, LLC Collateral Description: AS SECURITY FOR THE PROMPT AND COMPLETE PAYMENT AND PERFORMANCE WHEN DUE OF ALL OBLIGATIONS OF DEBTOR(S) TO SECURED PARTY UNDER THE SECURITY AGREEMENT, DEBTOR(S) GRANTS TO SECURED PARTY A CONTINUING SECURITY INTEREST IN ALL PERSONAL AND INTELLECTUAL PROPERTY OF DEBTOR IN CONNECTION WITH THE MOTION PICTURE CURRENTLY ENTITLED "TULLY" (THE "PICTURE").
			File Number: 2017013516-5 Filing Date: 05/16/2017 Secured Party: Writers Guild of America, West, Inc., and, Writers Guild of America, East, Inc. Debtor: Tully Productions, LLC Collateral Description: As security for the prompt and complete payment and performance when due of all obligations of Debtor(s) to Secured Party under the Security Agreement, Debtor(s) grants to Secured Party a continuing security interest in all personal and

Entity	Production	Search Jurisdiction and Currency	Filings
			intellectual property of debtor in connection with the motion picture currently entitled "Tully" (the Picture).
			File Number: 2017037259-7 Filing Date: 12/28/2017 Secured Party: Focus Features LLC Debtor: Tully Productions, LLC Collateral Description: Per UCC schedule
			File Number: 2018021328-8 Filing Date: 07/26/2018 Secured Party: Comerica Bank, as Administrative Agent Debtor: Tully Productions, LLC Collateral Description: All assets now owned or hereafter acquired.
BRON Creative USA Corp.	A Simple Favor Chaos Walking Ghostbusters Good Liar	Nevada UCC September 28, 2023	File Number: 2017021216-9 Filing Date: 08/01/2017 Secured Party: Comerica Bank, as Administrative Agent Debtor: Bron Creative USA, Corp. Collateral Description: All assets of the Debtor, whether now owned or hereafter acquired

Entity	Production	Search Jurisdiction and Currency	Filings
	The Spy who Dumped Me		File Number: 2018007007-0 Filing Date: 03/12/2018 Secured Party: New Line Productions, Inc. Debtor: Bron Creative USA, Corp. Collateral Description: The Collateral consists of all of Debtor's rights, title and interest of every kind and nature (if any) in and to the motion picture currently titled "THE GOOD LIAR", including the property more fully described on Exhibit A (consisting of 2 pages) attached hereto and incorporated herein by this reference, and all products and proceeds thereof.
			File Number: 2023311701-4 Filing Date: 04/05/2023 Secured Party: Comerican Bank, as Administrative Agent Debtor: Bron Creative USA, Corp. Collateral Description: All assets of the Debtor, whether now owned or hereafter acquired, but expressly excluding (i) the Excluded Collateral and (ii) the equity interests in each Excluded Subsidiary, as such capitalized terms are defined in the Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of November 19, 2019 (as such agreement may be amended, modified, supplemented, renewed or replaced), among the persons identified

Entity	Production	Search Jurisdiction and Currency	Filings
			therein from time to time as a Lender. the Secured Party, Bron Studios Inc., Bron Studios USA Inc. and Bron Studios UK Limited, as Borrowers, the persons identified therein from time to time as Parents, the persons identified from time time therein as Guarantors and the persons identified therein from time to time as Pledgors.
BRON Releasing USA Inc.	Loudmouth	Delaware UCC October16, 2023	File Number: 20229053737 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: All property and assets now owned or hereafter acquired or arisign [SIC], whether governed by Article 9 of the UCC or other law, wherever located, including without limitation, all of the following as set forth in Exhibit A, attached hereto.
			File Number: 20229054487 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20229055062 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229055443 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229055989 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229056284 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule

Entity	Production	Search Jurisdiction and Currency	Filings
			File Number: 20229057308 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
			File Number: 20229057613 Filing Date: 11/01/2022 Secured Party: Gracia Perez, Alejandro Debtor: Bron Releasing USA, Inc. Collateral Description: Per UCC schedule
TWWMD Holdings, LLC	Those Who Wish Me Dead	Delaware UCC October 16, 2023	File Number: 20193434409 Filing Date: 05/17/2019 Secured Party: New Line Productions, Inc. Debtor: TWWMD Holdings, LLC Collateral Description: TWWMD Holdings, LLC ("Debtor") hereby grants to Secured Party a first priority security interest in all of Debtor's right, title and interest of every kind and nature, whether now owned or hereafter acquired, created or arising, wherever located and whether or not in Debtor's possession, in and to that certain property more fully described on Exhibit A attached [SIC] hereto and incorporated herein by this reference, relating to the motion picture currently entitled "THOSE WHO WISH ME DEAD" (the

Entity	Production	Search Jurisdiction and Currency	Filings
			"Picture"), and all products and proceeds thereof.
			File Number: 20193542953 Filing Date: 05/22/2019 Secured Party: C&C Financial Services Lending II, LLC Debtor: TWWMD Holdings, LLC Collateral Description: Per UCC schedule
			File Number: 20203853696 Filing Date: 06/02/2020 Secured Party: Access Road Capital LLC Debtor: TWWMD Holdings, LLC Collateral Description: As security for the prompt payment and performance of all obligations of Debtor to Secured Party, Debtor pledges, hypothecates, assigns, transfers, sets over and delivers to Secured Party a security interest in (a) all future payments or other contributions from the motion picture entitled "Those Who Wish Me Dead" (the "Picture"), directed by Taylor Sheridan and starring Nicholas Hoult and Angelina Jolie; (b) all other right, title and interest of the Debtor in, to and under the Production Documents, and; (c) all

Entity	Production	Search Jurisdiction and Currency	Filings
			proceeds and products of all assets listed in clauses (a) through and including (b) herein. "Production Documents" means all of the development, financing, production, distribution and collection account management agreements entered into by Debtor or from which the Debtor derives a beneficial interest whether now or hereafter existing (and all supplements thereto, amendments and replacements thereof) in connection with the Picture.
			File Number: 20208697726 Filing Date: 12/10/2020 Secured Party: Creative Wealth Media Lending LP 2016 Debtor: TWWMD Holdings, LLC Collateral Description: Per UCC schedule
Hunted Production Services Inc.	[●]	Nevada UCC October 24, 2023	File Number: 2020070428-5 Filing Date: 2/10/2020 Secured Party: Bron Creative USA Corp Debtor: Hunted Production Services Inc. Collateral Description: Per UCC schedule
			File Number: 2020103976-7

Entity	Production	Search Jurisdiction and Currency	Filings
			Filing Date: 2/10/2020 Secured Party: Creative Wealth Media Finance Corp. Debtor: Hunted Production Services Inc. Collateral Description: Per UCC schedule

Confidential Appendix 2

 Bron Media SISP Due Diligence Due Diligence A. Financial Information 1. Historical Financial Statements 1.1. 2018 1.1.1 BRON CONS DEC 31,2018.zip 1.1.2 _FINAL-BRON Media Corp Dec 2018 Client Copy.pdf 1.2. 2019 1.2.1 BRON Cons FS-Dec 31, 2019-Final-2020-07-17-with minor updates.zip 1.2.2 BRON Media Corp (Dec 2019) Final FS.pdf 1.3. 2020 1.3.1 BRON Cons All Dec 2020-Final.zip 1.3.2 BRON Media Corp DEC 2020-wSignature.pdf 1.4. 2021 1.4.1 01.0 BRON Cons All 2021.xlsx 1.4.2 02.0 BRON USA Cons FS 2021.xlsx 1.4.3 03.0 BRON CAN Cons FS 2021 USD.xlsx 1.4.4 06.0 BRON UK Cons FS 2021 USD.xlsx 1.4.5 BRON Group Consolidated FS 2021 V5.pdf 1.5. 2022 1.5.1 Q4 -2022 Comparison-v2.xlsx 1.5.2 2022-12-31 BRON Animation Inc. TB FS USD.xlsx 1.5.3 2022-12-31 BRON Media Corp FS USD (unaudited).xlsx 1.5.4 2022-12-31 BRON Studios Inc FS USD (unaudited).xlsx 1.5.5 2022-12-31 BRON Studios USA Inc FS USD (unaudited).xlsx 1.5.6 011-20221231-BCC USA-FS-TaxRtn.xlsx 1.5.7 016-20221231-Bron Media Holdings Intl Corp-FS.xlsx 1.5.8 018-20221231-Bron Media Holdings USA Inc-FS.xlsx 1.5.9 020-20221231-BRUSA-FS.xlsx 1.5.10 144-20220630-BRON Life USA Inc-FS.xlsx 1.5.11 2022-06-30 BRON Digital USA, LLC TB FS USD.xlsx 1.6. LTM 1.6.1 Q1 -2023 Comparison (1).xlsx 1.6.2 024-20230630-BDEV USA-FS.xlsx

-  1.6.3 050-20230630-HEAVYWEIGHTLLC-FS.xlsx
-  1.6.4 056-20230630-IAMPINKLLC-FS.xlsx
-  1.6.5 066-20230630-LUCITEDESKLLC-FS.xlsx
-  1.6.6 110-20230630-HH-FS.xlsx
-  1.6.7 120-20230630-FABLESLLC-FS.xlsx
-  1.6.8 121-20230630-FABLESBC-FS.xlsx
-  1.6.9 122-20230630-FABLESUSA-FS.xlsx
-  1.6.10 123-20230630-GOSSLLC-FS.xlsx
-  1.6.11 124-20230630-GOSSBC-FS.xlsx
-  1.6.12 125-20230630-GOSSUSA-FS.xlsx
-  1.6.13 127-20230630-SOLLLC-FS.xlsx
-  1.6.14 128-20230630-WINDOR-FS.xlsx
-  1.6.15 136-20230630-SURRLLC-FS.xlsx
-  1.6.16 136-20230630-SURRPRODCO-FS.xlsx
-  1.6.17 148-20230630-RHBC-FS.xlsx
-  1.6.18 149-20230630-RHUSA-FS.xlsx
-  1.6.19 150-20230630-RHLLC-FS.xlsx
-  1.6.20 151-20230630-NAPRODCO-FS.xlsx
-  1.6.21 2023-06-30 BD FS USD.xlsx
-  1.6.22 2023-06-30 BMC FS USD.xlsx
-  1.6.23 2023-06-30 BRI FS USD.xlsx
-  1.6.24 2023-06-30 BRON Animation Inc. TB FS USD (FILING).xlsx
-  1.6.25 2023-06-30 BRON Development Inc FS USD.xlsx
-  1.6.26 2023-06-30 BRON Life FS USD.xlsx
-  1.6.27 2023-06-30 BRON Studios Inc FS USD (unaudited).xlsx
-  1.6.28 2023-06-30 BRUSA FS USD.xlsx
-  1.6.29 2023-06-30 BSUSA FS USD (unaudited).xlsx
-  1.6.30 2023-06-30 NA LLC FS USD.xlsx
-  1.6.31 2023-06-30 OAKLAND FS USD.xlsx
-  1.6.32 2023-06-30 VN1(CAN) FS USD.xlsx
-  1.6.33 2023-06-30 VN1LLC FS USD.xlsx
-  1.6.34 010-20230630-BCC-FS.xlsx
-  1.6.35 010-20230630-Henchmen 2-FS.xlsx
-  1.6.36 010-20230630-Henchmen -FS.xlsx
-  1.6.37 011-20230630-BCC USA-FS.xlsx
-  1.6.38 016-20230630-Bron Media Holdings Intl Corp-FS.xlsx
-  1.6.39 017-20230630-Bron Media Holdings USA Corp-FS.xlsx
-  1.6.40 018-20230630-Bron Media Holdings USA Inc-FS.xlsx



2. Accounts Receivable



2.1 July 5, 2023 AR summary.xlsx



2.1. Aging Q1



2.1.1 BA-Aging-Q1.xlsx



2.1.2 BCCUSA-Aging-Q1.xlsx



2.1.3 BMC-Aging-Q1.xlsx



2.1.4 BSINC-Aging-Q1.xlsx



2.1.5 BSUSA-Aging-Q1.xlsx



2.2. Aging Q2



2.2.1 BSINC-AR Aging-Q2.xlsx



2.2.2 BSUSA-AR Aging-Q2.xlsx



3. Other Assets



3.1 2023-09-14-Q 167-WIP Petitioner Asset List.pdf



3.1. PP&E



3.1.1 13. BRON-PPE-ALL (JRS).xlsx



3.1.2 13. BRON-PPE-ALL (to discuss with GT).xlsx



3.2. Prepaids



3.2.1 BA - Prepaid Q1 (JRS).xlsx



3.2.2 BA - Prepaid Q1.xlsx



3.2.3 BS INC - Prepaid Q1.xlsx



3.2.4 BS USA - Prepaid Q1.xlsx



3.2.5 image (6).png



3.2.6 Summary.xlsx



3.3. Tax Credits



3.3.1 GT Tax Credit Tracker-Grid AUG11 2023 (EXTERNAL ONLY).xlsx



3.4. Hardware



3.4.1 Detailed Workstation Specs.pdf



3.5. Rights and Physical Deliverables



3.5.1 2023-09-14-Q 167-WIP Petitioner Asset List.pdf



4. Accounts Payable



4.1 2023 BS AP Aging Report 2023.07.26.xlsx



4.2 2023 BSUSA AP Aging Report 2023.07.17.xlsx



4.3 2023 BSUSA DEV Funding Request 2023.07.17.xlsx



4.4 2023 Others AP Aging Report 2023.07.17.xlsx



4.5 DIGPOST-AP_20230221.xlsx



4.6 2023 BA BD AP Aging Report 2023.07.17.xlsx



4.7 2023 BDEV Funding Request 2023.07.17.xlsx

-  **4.8 2023 BMC AP Aging Report 2023.07.17.xlsx**
-  **4.9 2023 BRON LIFE AP Aging Report 2023.07.17.xlsx**
-  **4.10 2023 BS AP Aging Report 2023.07.17.xlsx**

5. Other Liabilities

5.1. Pre-filing Indebtedness

-  **5.1.1 BRON Loan Summary May 31, 2023.xlsx**

5.1.1. DIP Loan Agreement

-  **5.1.1.1 Bron Media - DIP Loan Agreement.pdf**

5.1.2. Secured

-  **5.1.2.1 FIN PAYABLE AGREEMENTS.zip**
-  **5.1.2.2 16-CWML-BMC - LOC - FULLY EXECUTED - AMENDED - 04-18-18.pdf**
-  **5.1.2.3 57-Media Res - Loan Agmt_91482531_10_0.pdf**
-  **5.1.2.4 220-2022-06-07-CWMF-BMHUSA-LOC Agmt \$10MM.pdf**
-  **5.1.2.5 2-2020-06-22 - CWMF-BVC - LOC Agmt \$1,500k FINAL-(FE).pdf**
-  **5.1.2.6 BRON Loan Summary May 31 2023_VR.xlsx**
-  **5.1.2.7 15-2018-05-21 - CWML-BMC - LOC Amend Amnt Increase v1 (FE).pdf**
-  **5.1.2.8 55-2020-06-22 - CWMF-BSUSA - LOC Agmt \$6MM FINAL-(FE).pdf**

6. Account Statements

-  **6.1 Comerica - Account Transactions June 1 - 16, 2023.csv**
-  **6.2 Comerica - Accounts Balances as of June 16, 2023.pdf**
-  **6.3 RBC Balances as of June 16, 2023.pdf**
-  **6.4 RBC Balances as of June 16, 2023.xlsx**
-  **6.5 Wells Fargo - Account Transactions June 1 - 16, 2023.pdf**
-  **6.6 Wells Fargo - Account Transactions June 1 - 16, 2023.xlsx**
-  **6.7 20230804-WF-Bank Balance.pdf**
-  **6.8 20230804-RBC-Bank Balance.pdf**
-  **6.9 20230804-COMERICA-Bank Balance.pdf**

B. Employees

1. List of Employees

-  **1.1 71511319v2 - BRON - Headcount (Active 2023-08-01).XLSX**
-  **1.2 71511320v3 - Employee List.XLSX**

2. Benefits

-  **2.1 71511318v2 - 2. Benefits Status 2023-07-05.XLSX**

3. Collective Bargaining Agreement

-  **3.1 Collective Bargaining Agreement email.pdf**

4. Management Compensation

-  **4.1 71511321v2 - BRON - Headcount (Active 2023-08-01).XLSX**

5. Payroll

-  5.1 71511173_2_Pay 12 - Paydate June 09, 2023 - BMC.XLSX
-  5.2 71511174_2_Pay 12 - Paydate June 9, 2023 - BS BC (1).XLSX
-  5.3 71511175_2_Pay 12 - Paydate June 9, 2023 - BS ON.XLSX
-  5.4 71511176_2_Pay 12 - Paydate June 9, 2023 - BS USA.XLSX
-  5.5 71511177_2_Pay 12 - Paydate June 9, 2023 BA.XLSX
-  5.6 71511178_2_PP10 to PP12 fringes breakdown v2.XLSX
-  5.7 71511179_2_Pay 12 - Paydate June 09 2023 - FB BC TEST LABOUR BREAKDOWN.XLSX
-  5.8 71511180_2_Pay 12 - Paydate June 09 2023 - GS BC - Test Labour Breakdown.XLSX
-  5.9 71511181_2_Pay 12 - Paydate June 09 2023 - RH BC - Test Labour Breakdown.XLSX
-  5.10 71511182_2_Pay 12 - Paydate June 09 2023 - RH USA.XLSX
-  5.11 71511183_2_Pay 12 - Paydate June 09 2023 FB USA.XLSX
-  5.12 71511184_2_Pay 12 - Paydate June 09 2023 GS USA.XLSX
-  5.13 71511185_2_Pay 12 - Paydate June 09, 2023 - BD.XLSX

5.1. PP12

5.1.1. BMC Employee ACH Confirmations

-  5.1.1.1 71511186_2_001 PP12 ACH Confirmations.PDF
-  5.1.1.2 71511188_2_003 PP12 ACH Confirmations 2.PDF
-  5.1.1.3 71511189_2_004 PP12 ACH Confirmations 3.PDF
-  5.1.1.4 71511190_2_005 PP12 ACH Confirmations.PDF
-  5.1.1.5 71511191_2_006 PP12 ACH Confirmations.PDF
-  5.1.1.6 71511192_2_007 PP12 ACH Confirmations.PDF
-  5.1.1.7 71511187_2_002 PP12 ACH Confirmations.PDF

5.1.2. Bron Animation ACH

-  5.1.2.1 71511193_2_009 2023PP12GD.PDF
-  5.1.2.2 71511194_2_010 2023PP12HC.PDF
-  5.1.2.3 71511195_2_011 2023PP12HK.PDF
-  5.1.2.4 71511196_2_012 2023PP12ID.PDF
-  5.1.2.5 71511197_2_013 2023PP12JT.PDF
-  5.1.2.6 71511198_2_014 2023PP12KJ.PDF
-  5.1.2.7 71511199_2_015 2023PP12KM.PDF
-  5.1.2.8 71511200_2_016 2023PP12LB.PDF
-  5.1.2.9 71511201_2_017 2023PP12LH.PDF
-  5.1.2.10 71511202_2_018 2023PP12MA.PDF
-  5.1.2.11 71511203_2_019 2023PP12PM.PDF
-  5.1.2.12 71511204_2_020 2023PP12RB.PDF
-  5.1.2.13 71511205_2_021 2023PP12RM.PDF
-  5.1.2.14 71511206_2_022 2023PP12RO.PDF

-  5.1.2.15 71511207_2_023 2023PP12RS.PDF
-  5.1.2.16 71511208_2_024 2023PP12SA.PDF
-  5.1.2.17 71511209_2_025 2023PP12SC.PDF
-  5.1.2.18 71511210_2_026 2023PP12TB.PDF
-  5.1.2.19 71511211_2_001 2023PP12AB.PDF
-  5.1.2.20 71511212_2_002 2023PP12AM.PDF
-  5.1.2.21 71511213_2_003 2023PP12BG.PDF
-  5.1.2.22 71511214_2_004 2023PP12BO.PDF
-  5.1.2.23 71511215_2_005 2023PP12CL.PDF
-  5.1.2.24 71511216_2_006 2023PP12DT.PDF
-  5.1.2.25 71511217_2_007 2023PP12EZ.PDF
-  5.1.2.26 71511218_2_008 2023PP12FP.PDF



5.1.3. Bron Digital Employee Wire Confirmations

-  5.1.3.1 71511219_2_005 PP12 Net Pay.PDF
-  5.1.3.2 71511220_2_006 PP12 Net Pay.PDF
-  5.1.3.3 71511221_2_007 PP12 Net Pay.PDF
-  5.1.3.4 71511222_2_008 Net Pay.PDF
-  5.1.3.5 71511223_2_009 PP12 Net Pay.PDF
-  5.1.3.6 71511224_2_011 PP12 Net Pay 2.PDF
-  5.1.3.7 71511225_2_010 PP12 Net Pay.PDF
-  5.1.3.8 71511226_2_012 PP12 Net Pay.PDF
-  5.1.3.9 71511227_2_013 PP12 Net Pay.PDF
-  5.1.3.10 71511228_2_014 PP12 Net Pay.PDF
-  5.1.3.11 71511229_2_015 PP12 Net Pay.PDF
-  5.1.3.12 71511230_2_016 PP12 Net Pay.PDF
-  5.1.3.13 71511231_2_003 PP12 Net Pay.PDF
-  5.1.3.14 71511232_2_002 PP12 Net Pay.PDF
-  5.1.3.15 71511233_2_001 PP12 Net Pay.PDF
-  5.1.3.16 71511234_2_004 PP12 Net Pay.PDF



5.1.4. BS BC Employee ACH Confirmations

-  5.1.4.1 71511235_2_001 PP12 ACH Confirmation.PDF
-  5.1.4.2 71511236_2_002 PP12 ACH Confirmation.PDF
-  5.1.4.3 71511237_2_003 PP12 ACH Confirmation.PDF
-  5.1.4.4 71511238_2_005 PP12 ACH Confirmation 2.PDF
-  5.1.4.5 71511239_2_004 P_P12 ACH Confirmation.PDF
-  5.1.4.6 71511240_2_006 PP12 ACH Confirmation.PDF
-  5.1.4.7 71511241_2_007 PP12 ACH Confirmation.PDF
-  5.1.4.8 71511242_2_008 PP12 ACH Confirmation.PDF

-  5.1.4.9 71511243_2_009 PP12 ACH Confirmation.PDF
-  5.1.4.10 71511244_2_010 PP12 ACH Confirmation.PDF
-  5.1.4.11 71511245_2_011 PP12 ACH Confirmation.PDF
-  5.1.4.12 71511246_2_012 PP12 ACH Confirmation.PDF
-  5.1.4.13 71511247_2_013 PP12 ACH Confirmation.PDF
-  5.1.4.14 71511248_2_014 PP12 ACH Confirmation.PDF
-  5.1.4.15 71511249_2_015 PP12 ACH Confirmation.PDF
-  5.1.4.16 71511250_2_016 PP12 ACH Confirmation.PDF
-  5.1.4.17 71511251_2_017 PP12 ACH Confirmation.PDF
-  5.1.4.18 71511252_2_018 PP12 ACH Confirmation.PDF
-  5.1.4.19 71511253_2_019 PP12 ACH Confirmation.PDF
-  5.1.4.20 71511254_2_020 PP12 ACH Confirmation.PDF

 5.1.5. BS ON Employee ACH Confirmations

-  5.1.5.1 71511256_2_001 PP12 ACH Confirmation.PDF
-  5.1.5.2 71511257_2_002 PP12 ACH Confirmation.PDF
-  5.1.5.3 71511258_2_003 PP12 ACH Confirmation.PDF

 5.1.6. BS USA Employee Wire Confirmations

-  5.1.6.1 71511261_2_010 PP12 Net Pay.PDF
-  5.1.6.2 71511262_2_011 PP12 Net Pay.PDF
-  5.1.6.3 71511263_2_012 PP12 Net Pay.PDF
-  5.1.6.4 71511264_2_013 PP12 Net Pay.PDF
-  5.1.6.5 71511265_2_014 PP12 Net Pay.PDF
-  5.1.6.6 71511266_2_015 PP12 Net Pay.PDF
-  5.1.6.7 71511267_2_016 PP12 Net Pay.PDF
-  5.1.6.8 71511268_2_017 PP12 Net Pay.PDF
-  5.1.6.9 71511269_2_018 PP12 Net Pay.PDF
-  5.1.6.10 71511270_2_019 PP12 Net Pay.PDF
-  5.1.6.11 71511271_2_020 PP12 Net Pay.PDF
-  5.1.6.12 71511272_2_021 PP12 Net Pay.PDF
-  5.1.6.13 71511273_2_022 PP12 Net Pay.PDF
-  5.1.6.14 71511274_2_001 PP12 Net Pay.PDF
-  5.1.6.15 71511275_2_002 PP12 Net Pay.PDF
-  5.1.6.16 71511276_2_003 PP12 Net Pay.PDF
-  5.1.6.17 71511277_2_004 PP12 Net Pay.PDF
-  5.1.6.18 71511278_2_005 PP12 Net Pay.PDF
-  5.1.6.19 71511279_2_006 PP12 Net Pay.PDF
-  5.1.6.20 71511280_2_007 PP12 Net Pay.PDF
-  5.1.6.21 71511259_2_008 PP12 Net Pay.PDF

 C. Government Remittances

 1. Tax Returns

 1.1. NOA

-  1.1.1 016-Bron Media Holdings INTL-2021-NOA.pdf
-  1.1.2 018-BRON MEDIA HOLDINGS USA INC-2021-NOA.pdf

 1.2. T2

-  1.2.1 2020-12-31 Bron Releasing Inc T2 - Final Client Copy.pdf
-  1.2.2 2020-12-31 T2 Para Productions BC Inc - Client Copy.pdf
-  1.2.3 2020-12-31 T2 Needle Production Services BC Inc. - Client Copy.pdf
-  1.2.4 2021 T2 Bron Animation Inc. - Final Client Copy.pdf
-  1.2.5 2021 T2 Bron Animation Inc. - T2 Client Copy.pdf
-  1.2.6 2021 T2 Bron Creative Corp. - Final Client Copy.pdf
-  1.2.7 2021 T2 Bron Media Corp. - Final Client Copy.pdf
-  1.2.8 2021 T2 Collared Productions BC, Inc. - Final Client Copy.pdf
-  1.2.9 2021 T2 Fables Productions BC Inc. - Final Client Copy.pdf
-  1.2.10 2021 T2 Fonzo Production Services BC, Inc. - Final Client Copy.pdf
-  1.2.11 2021 T2 Gossamer Productions BC Inc. - Final Client Copy.pdf
-  1.2.12 2021 T2 Hench 2 BC Productions Inc. - Final Client Copy.pdf
-  1.2.13 2021 T2 Into The Forest Productions BC Inc. - Final Client Copy.pdf
-  1.2.14 2021 T2 Layover Productions BC Inc. - Final T2 Client Copy.pdf
-  1.2.15 2021 T2 MMM Management Ltd. - Final Client Copy.pdf
-  1.2.16 2021 T2 MMM Management Ltd. - T2 Client Copy.pdf
-  1.2.17 2021 T2 Star Hunters 1 Productions Inc. - Final Client Copy.pdf
-  1.2.18 2021 T2 The Realm Productions Inc. - Final Client Copy.pdf
-  1.2.19 2021 T2 Tully Productions BC Inc. - Final Client Copy.pdf
-  1.2.20 2021-03-31 Windor BC ProdCo-T2-Client Copy Final.pdf
-  1.2.21 2021-04-30 T2 Driftless Area Productions Inc - Final Client Copy.pdf
-  1.2.22 2021-05-31 T2 Tumbledown Productions Inc. - Final Client Copy.pdf
-  1.2.23 2021-12-31 T2 MMM Management Ltd. - Client Copy.pdf
-  1.2.24 2021-12-31 Collared Productions BC, Inc. T2_2.221 - Client Copy.pdf
-  1.2.25 2021-12-31 Star Hunters 1 Productions Inc T2_2.221 - Client Copy.pdf
-  1.2.26 2021-12-31 The Realm Productions Inc. T2_2.221 - Client Copy.pdf
-  1.2.27 PIECES FILMS INC.-T2-2021-Filed.pdf

 2. GST Returns and CRA

-  2.1 2. GST Returns and Statement of Accounts.zip

 3. International Tax

D. Contracts & Agreements

1. Lease Obligations & Agreements

-  **1.1 Short Street Lease Agreement (FE) Dec 18, 2012.pdf**
-  **1.2 Short Street - First Amending Agmt Aug 2017.pdf**
-  **1.3 Short St 2022 lease extension.pdf**

2. Insurance Policies

-  **2.1 79971686 rnl.pdf**
-  **2.2 79971687 2023 rnl.pdf**
-  **2.3 79971685 rnl.pdf**

3. Letters of Credit

E. Corporate

1 BRON Roadmap-FBAC.pdf

1. Corporate Organization Chart

-  **1.1 AD's Copy of BMC Charts - GroupCompanyOrg -Mar-16-2021.pdf**

2. Share Certificates

-  **2.1 BMC - Class A Common (ID178322).PDF**
-  **2.2 BMC - Class D Preferred (ID178319).PDF**
-  **2.3 Bron Media Holdings Intl. Corp. Class A CSR.PDF**
-  **2.4 Bron Media Holdings USA Inc. Class A Common CSR.PDF**

3. Divisions

3.1. Digital

-  **3.1.1 BRONDigital_Overview.pdf**

4. BRON Creative MGM Slate 1 Org Chart

-  **4.1 MGM Slate Fund Structure.pdf**

F. Film & Production

1. General Information

-  **1.1 Net Profit Scenario Test.pdf**
-  **1.2 BRON Projects MASTER 2 JUL25 2023 v1.xlsx**
-  **1.3 2023-08-23 BRON Projects MASTER 2 JUL25 2023 v2 (3).xlsx**
-  **1.4 Outstanding Proceeds.pdf**
-  **1.5 WB Waterfalls.pdf**
-  **1.6 Waterfalls_TDBB.KinS2.TenPercent.pdf**
-  **1.1. WIP Forecast**
 -  **1.1.1 BRON - WIP Project List Analysis (2023.07.11).xlsx**

2. Digital

-  **2.1 BRON Digital-Business & Monetization. WIP FINAL.pdf**

- 2.1. Gossamer
 - 2.1.1 Gossamer UEFN Exhibit A.1 to Marketplace Distribution Agreement Corrected FE.pdf
 - 2.1.2 Gossamer - UEFN Marketplace Distribution Agreement - 03.14.23 FE.pdf
 - 2.1.1. Financing
 - 2.1.1.1. Cheng
 - 2.1.1.1.1 2022-08-09-GOSS-ForbearAgmt FINAL (FE).pdf
 - 2.1.1.1.2 Gossamer_GeneralSecurityAgreement_8-5-21_cpc.docx.pdf
 - 2.1.1.1.3 Gossamer_LoanAgreement_8-5-21_cpc.pdf
 - 2.1.1.1.4 Gossamer_PromissoryNote_8-5-21_cpc.docx.pdf
 - 2.1.1.2. CWMF
 - 2.1.1.2.1 51-2020-04-20 - GOSS - CWMF LSA v1 (FE).pdf
 - 2.1.1.2.2 52-2020-04-22 - GOSS - GSA (ifo CWMF) (FE).pdf
 - 2.1.1.2.3 55-2020-04-22 - GOSS - Copyright Mortgage ifo CWMF (FE).pdf
 - 2.1.1.2.4 61-2020-04-22 - GOSS - Participation Agmt - CWMF (FE).pdf
 - 2.1.1.3. CWMF Side Letter Loan
 - 2.1.1.3.1 2023-07-11-GOSS-CWMF Side Ltr LSA v1.pdf
 - 2.1.1.4. CWML Side Letter Loan
 - 2.1.1.4.1 2023-05-26-GOSS-CMWL \$300k LSA v1 (FE).pdf
 - 2.1.1.4.2 2023-06-28-GOSS-UCC1FinancingStatement Filed.pdf
 - 2.1.1.5. Four J
 - 2.1.1.5.1 2023-04-20-Gossamer Term Sheet - Four J (FE).pdf
 - 2.1.1.5.2 2023-04-27-GOSS-UCC1FinancingStatement ifo 4J-Filing Cert.pdf
 - 2.1.1.6. TPC
 - 2.1.1.6.1 Loan Documentation Package.pdf
 - 2.1.2. Sales Agency Agreements
 - 2.1.2.1 2020-04-20 - GOSS - BRON Releasing SAA v1 (FE).pdf
 - 2.1.3. Tax Credit
 - 2.1.3.1 GOS BC Tax Credits estimate 2022-12-31.xlsx
 - 2.1.4. COT
 - 2.1.4.1 2021-04-16-GOSS-COT Opinion Letter.pdf
- 2.2. Epic Games
 - 2.2.1 Engagement Program Payout Terms - Fortnite.pdf
 - 2.2.2 Epic tweaks engagement payout metrics in Fortnite GamesIndustry.biz.pdf
 - 2.2.3 Fortnite Engagement Payout Update.pdf
 - 2.2.4 Introducing the Creator Economy 2.0 by Epic Games.pdf

 **2.2.5 Engagement Payout Epic Developer Community.pdf**

 2.3. Bubble's Hotel

 2.3.1. Distribution Agreements

 **2.3.1.1 BH_Distribution Agreement_FE.pdf**

 **2.3.1.2 HHH_ESM_Distribution Agreement_FE.pdf**

 2.3.2. Financing

 **2.3.2.1 51-2020-05-11 - BUBB - LSA CWMF FINAL (FE).pdf**

 **2.3.2.2 52-2020-05-12 - BUBB - GSA (US) CWMF v2 (FE).pdf**

 2.4. Haley and the Hero Heart

 2.4.1. Distribution Agreements

 **2.4.1.1 2019-04-18-HHH-Epic Distro Agreement- FE.pdf**

 2.4.2. Financing

 **2.4.2.1 55-2020-04-23 - Copyright Mortgage (Hunted) CWMF - FE.pdf**

 **2.4.2.2 60-2020-04-23-HHH-Ass and Dir v1-FE.pdf**

 **2.4.2.3 52-2020-04-23 - HHH - GSA (US) CWMF-FE.pdf**

 **2.4.2.4 51-2020-04-23 - HHH - LSA CWMF v2-FE.pdf**

 **2.4.2.5 59-2020-04-24 - HHH - Participation Agmt CWMF v2 (FE).pdf**

 **2.4.2.6 52a-2020-02-10 - HHH - UCC-1 Registration - NV - Hunted FORM.pdf**

 2.5. Fables

 2.5.1. Distribution Agreements

 2.5.2. Financing

 2.5.2.1. CWMF

 2.5.2.1.1. Closing Binder

 **2.5.2.1.1.1 50-2020-04-13 - Fables - CW - Investor Term Sheet v3 FINAL FORM.docx**

 **2.5.2.1.1.2 51-2020-04-13 - FABLES - CWMF LSA v4 FINAL (FE).pdf**

 **2.5.2.1.1.3 52-2020-04-21 - FABLES - GSA (ifo CWMF)- (FE).pdf**

 **2.5.2.1.1.4 53-2020-04-21-FABLES-Promissory Note -CWMF- (FE).pdf**

 **2.5.2.1.1.5 55-2020-04-21 - FABLES - Copyright Mortgage ifo CWMF- (FE).pdf**

 **2.5.2.1.1.6 57-2020-04-21 - FABLES - POA ifo CWMF-(FE).pdf**

 **2.5.2.1.1.7 64-2020-04-21 - FABLES - BD Completion Guaranty v1- (FE).pdf**

 **2.5.2.1.1.8 66-2020-04-20 - FABLES - Participation Agmt - CWMF-(FE).pdf**

 2.5.2.2. TPC

 **2.5.2.2.1 Loan and Security Agreement (Fables) (FE).pdf**

 **2.5.2.2.1. TPC- Closing Binder**

-  2.5.2.2.1.1 2020-11-23-FABLES-Promissory Note-wet ink-FE.pdf
-  2.5.2.2.1.2 2020-12-01- Fables-Accom Security Agmt - Fables Holdings USA, LLC v2-PE.pdf
-  2.5.2.2.1.3 2020-12-01-Fables-Copyright Mortgage - Fables Holdings USA, LLC v1-FE.pdf
-  2.5.2.2.1.4 2020-12-01-Fables-Copyright Mortgage - Fables Productions BC Inc. v1-FE.pdf
-  2.5.2.2.1.5 2020-12-01-Fables-GSA - Fables Productions BC Inc. v2-FE.pdf
-  2.5.2.2.1.6 2020-12-02-Fables- Email from SAG re. NO IPA Required.pdf
-  2.5.2.2.1.7 2020-12-09-FABL-Fables Officer's Cert-CDN ProdCo-FE.pdf
-  2.5.2.2.1.8 2020-12-09-Fables- Fables Productions BC Inc-Corp. Opinion-FE.pdf
-  2.5.2.2.1.9 2020-12-10-FABL-Off Cert HoldCo v2 FINAL-FE.pdf
-  2.5.2.2.1.10 2020-12-10-Fables- Fables Holdings USA LLC-Corp Opinion v1-corrected (FE).pdf
-  2.5.2.2.1.11 2021-02-03-FABLES-Amendment to Loan and Security Agreement - v1- FE.pdf
-  2.5.2.2.1.12 Copyright Mortgage - Fables Holding USA, LLC v1-FE-wet ink.pdf
-  2.5.2.2.1.13 Copyright Mortgage - Fables Productions BC Inc. v1-FE-wet ink.pdf

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-  2.5.3.1 2020-04-17 - FABLES - BRON Releasing SAA v1 (FE).pdf

2.5.4. Tax Credit

-  2.5.4.1 FB BC Tax Credits estimate 2022-12-31.xlsx

2.5.5. COT

-  2.5.5.1 2021-02-09-FABLES-COT Opinion Letter FE.pdf
-  2.5.5.2 2021-02-09-FABLES-COT Opinion Letter Exhibits.zip

2.6. Henchmen

2.6.1. CAMA

-  2.6.1.1 2021-04-19 Henchmen CAM Agreement Fully Signed FE.pdf
-  2.6.1.2 21-08-06 LOD to Fintage (Henchmen and Shadowplay) FE.pdf

2.6.2. Distribution Agreements

2.6.2.1. ANZ - Vertigo

-  2.6.2.1.1 2021-09-07-HEN-DA-Vertigo-ANZ-FE.pdf

2.6.2.2. Canada - EOne

-  **2.6.2.2.1 2018-02-28 - HENCHMEN - Delivery Acceptance Notice - eOne - FE.pdf**
 -  **2.6.2.2.2 HENCHMEN - Amendment to DA - 082516 - FE.PDF**
 -  **2.6.2.2.3 HENCHMEN - Distribution Agreement - 031215 - FE w DS.PDF**
-  2.6.2.3. France - Program Store
 -  **2.6.2.3.1 2022-10-07 Henchmen-DA-Program Store-FE.pdf**
-  2.6.2.4. Lat Am - CDC
 -  **2.6.2.4.1 HENCHMEN - LatAm (CDC) DA - Execution Version - (FE).pdf**
-  2.6.2.5. M East - Front Row
 -  **2.6.2.5.1 2020-09-29 Henchmen DM Front Row - with DS-FE.pdf**
-  2.6.2.6. UK - 101 Films
 -  **2.6.2.6.1 2020-07-21-HENCH-101 Films - Licensing Agmt FINAL-(FE).pdf**
-  2.6.2.7. US - Vertical
 -  **2.6.2.7.1 2020-10-08 Hench- Vertical Term Sheet -Execution Copy-FE.pdf**
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 -  **2.6.3.1 HENCH - Copyright Mtg and POA v2 (FE).pdf**
 -  **2.6.3.2 HENCH - CW Borrowing Certs (FE).pdf**
 -  **2.6.3.3 HENCH - LSA - CW-Henchmen (FE).pdf**
-  2.6.4. Sales Agency Agreements
 -  **2.6.4.1 2020-03-23-Henchmen - WME Sales Rep Agreement- 2016-03-16-- Excecution Version.pdf**
-  2.7. Robin Hood
 -  2.7.1. Financing
 -  2.7.1.1. CWMF
 -  **2.7.1.1.1 2021-07-13-RHOOD-CWMF-Term Sheet FINAL-FE.pdf**
 -  2.7.1.2. Patrick, Debbie
 -  **2.7.1.2.1 2021-12-09-RHood-DHP-LSA-FE.pdf**
 -  **2.7.1.2.2 2021-12-09-RHood-Sec Agreement - FE.pdf**
 -  2.7.1.3. Patrick, Prentiss
 -  **2.7.1.3.1 2021-12-10-RHood-PCP-LSA-FE.pdf**
 -  **2.7.1.3.2 2021-12-10-RHood-PCP-SECURITY AGREEMENT-FE.pdf**
 -  2.7.1.4. Solomon
 -  **2.7.1.4.1 SOLOMON BRON LOAN AGREEMENT (PE-BRON).pdf**
 -  2.7.2. Sales Agency Agreements
 -  **2.7.2.1 2023-01-09- RHOOD - BRON Releasing SAA v1-corrected-FE.pdf**
 -  2.7.3. Tax Credit

 **2.7.3.1 RH BC Tax Credits Estimate 2022-12-31.xlsx**

 2.7.4. COT

 **2.7.4.1 2022-10-27 Amended COT Opinion Letter (Robin Hood) 102722.pdf**

 3. Live Action

 3.1. Bombshell

 3.1.1. CAMA

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 **3.1.1.2 2023-04-25 Bombshell aka Fair and Balanced - collection statement no. 3 - through March 31, 2023.pdf**

 **3.1.1.3 2023-08-24 Bombshell-FW-receipts-report.pdf**

 3.1.2. Distribution Agreements

 3.1.2.1. LGF

 **3.1.2.1.1 2019-03-12-Bombshell-Co Production and Distribution Agreement FE.pdf**

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 **3.1.2.2.1 20221231 Bombshell LGF Statement 11.pdf**

 3.1.3. Financing

 3.1.3.1. CWMF

 3.1.3.1.1. Bombshell-CW Closing Binder

 **3.1.3.1.1.1 102-2019-03-01-FAB- Facility Agreement -(FE).pdf**

 **3.1.3.1.1.2 2019-01-11-FAB- CW-Intercreditor_Agreement -Execution Version (PE BRON).pdf**

 **3.1.3.1.1.3 50-2018-10-23_-FAB-Term_Sheet-CWMF_-v3_(FE).pdf**

 **3.1.3.1.1.4 51-2019-01-09- FAB-CW-Loan and Security Agreement - Execution Version (FE).pdf**

 **3.1.3.1.1.5 51-2019-01-09-FAB-Short Form Assignment Agreement - Security Agreement -Execution Version (FE).pdf**

 **3.1.3.1.1.6 52-2018-11-05 - FAB-Security Agreement - CWMF Lucite Desk LLC (FE - Docusign).pdf**

 **3.1.3.1.1.7 52-2018-12-03-FAB-CWM Security Agreement FE.pdf**

 **3.1.3.1.1.8 53-2019-01-09-FAB-CWF-Promissory Note - Execution Version (FE).pdf**

 **3.1.3.1.1.9 53-2019-01-09-FAB-CWL-Promissory Note - Execution Version (FE).pdf**

 **3.1.3.1.1.10 53-2019-02-22-FAB-Second Promissory Note - FAB - CWM Lending (FE).pdf**

-  3.1.3.1.1.11 53-2019-02-22-FAB-Second Promissory Note - FAB - CWMF (FE).pdf
-  3.1.3.1.1.12 55-2018-11-05 -FAB- Cpyrt Mrtg CWMF - Lucite Desk LLC (FE - Docusign).pdf
-  3.1.3.1.1.13 55-2018-12-03-FAB-CWM Copyright Mortgage and Assignment FE.pdf
-  3.1.3.1.1.14 55-2019-01-09-FAB-Short Form Assignment Agreement - Copyright Mortgage - Execution Version (FE).pdf
-  3.1.3.1.1.15 55-2019-01-29-FAB-CWM Copyright Mortgage and Assign, Power of Attorney additional copy FE.pdf
-  3.1.3.1.1.16 57-2019-01-09-FAB-CW-Power of Attorney- Execution Version (FE-Docusign)).pdf
-  3.1.3.1.1.17 57-2019-01-29-FAB-CWM Power of Attorney FE.pdf
-  3.1.3.1.1.18 63-2018-11-02-FAB- CW Borrowing Certificate Nicole Kidman (FE).pdf
-  3.1.3.1.1.19 63-2018-11-02-FAB- CW Borrowing Certificate - Margot Robbie (FE).pdf
-  3.1.3.1.1.20 63-2018-11-20-FAB-CW Borrowing Certificate - \$5,350,000 (FE).pdf
-  3.1.3.1.1.21 64-2019-03-01-FAB- CW Completion Guaranty - BRON Studios USA- (PE CW).pdf
-  3.1.3.1.1.22 84-2019-03-01- FAB-Interparty Agreement - FE.pdf

3.1.4. COT

-  3.1.4.1 Amended Opinion Letter (Bombshell) 061020 v.3.pdf
-  3.1.4.2 Exhibit 1 - Writer Agreement (Randolph) 120516 .pdf
-  3.1.4.3 Exhibit 2 - Certificate of Authorship (Randolph) 120516 v2.pdf
-  3.1.4.4 Exhibit 3 - Assignment of Rights (Sportello_SPV) 082618.pdf
-  3.1.4.5 Exhibit 4 - Termination of Single Purpose License (Annapurna_SPV) 100918.pdf
-  3.1.4.6 Exhibit 5 - Amended and Restated Quitclaim Agreement (Annapurna_Bron_SPV) 100918.pdf

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-  3.2.1.1 65 Copyright Assignment.1 FE_encrypted_.pdf
-  3.2.1.2 65 Memorandum of Distribution Rights.1 - FE.pdf
-  3.2.1.3 65 Security Agreement.v1 - FE_encrypted_.pdf
-  3.2.1.4 65 - Term Sheet - FE.pdf

3.3. Child's Play



3.3.1. MGM Agreement



3.3.1.1 2019-04-01 - MGM BCC Slate Term Sheet (FE).pdf



3.3.2. Studio Statement



3.3.2.1 20230331 Child's Play_MGM Statement 26.pdf



3.4. Cleanse, The



3.4.1 Opinion to RBC and MT - signed.pdf



3.4.2 MC - Screenplay Purchase Agmnt FINAL (FE).pdf



3.4.3 MC - Screenplay Short Form Assignment (FE).pdf



3.4.4 MC - Screenplay Short Form Option (FE).pdf



3.4.5 2016-09-28-MC-Motion Picture USCO Reg.pdf



3.4.6 MC - Option_Purchase Agreement - B. Miller FINAL (PE) (2).pdf



3.4.7 MC - Screenplay Cert of Authorship (FE).pdf



3.4.8 MC-Screenplay Option Payment Confirmation.pdf



3.4.9 MC-Screenplay Purchase Wire Confirmation-06202014.pdf



3.4.1. CAMA



3.4.1.1 2018-06-11 - Master Cleanse - CAMA (FE).pdf



3.4.1.2 Master Cleanse - Collection Statement No. 2 - through February 11, 2019.pdf



3.4.2. Distribution Agreements



3.4.2.1 2017-12-18 - MASTER CLEANSE.Distribution Agreement.v3.clean.FINAL (FE).pdf



3.4.2.2 2018-07-17 - THE MASTER CLEANSE.Amendment to Distribution Agreement.v1.clean.FINAL (FE).pdf



3.4.2.3 2018-08-29-The Master Cleanse-Sony Buyout Agmt and Release FE.PDF



3.4.3. Financing



3.4.3.1 2-2014-07-15-MC-LSA-(FE).pdf



3.4.3.2 4-2014-07-14-MC- Copyright Mortgage -FINAL Notarized- (FE).pdf



3.4.3.3 MC - Production Financing Agreement Alcide Bava Pictures FINAL EXEUTION (FE).pdf



3.4.4. COT



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3.4.4.2 MC - Screenplay Cert of Authorship (FE).pdf



3.4.4.3 MC - Screenplay Purchase Agmnt FINAL (FE).pdf



3.4.4.4 MC - Screenplay Short Form Assignment (FE).pdf



3.4.4.5 MC - Screenplay Short Form Option (FE).pdf



3.4.4.6 MC-Screenplay Option Payment Confirmation.pdf



3.4.4.7 MC-Screenplay Purchase Wire Confirmation-06202014.pdf



3.4.4.8 2016-09-28-MC-Motion Picture USCO Reg.pdf

 **3.4.4.9 MC - Chain of Title Affidavit (FE).pdf**

 3.5. Candyman

 3.5.1. MGM Agreement

 **3.5.1.1 2019-04-01 - MGM BCC Slate Term Sheet (FE).pdf**

 3.5.2. Studio Statement

 **3.5.2.1 230430 Candyman MGM Statement 15.pdf**

 3.6. Capone

 3.6.1. CAMA

 **3.6.1.1 2021-01-22-Fonzo - CAMA -FE.pdf**

 **3.6.1.2 2021-08-06 Forest Road-LOD to Freeway-FE.pdf**

 **3.6.1.3 2022-06-15 Capone fka Fonzo - collection statement no. 8 - through May 31, 2022.pdf**

 3.6.2. Distribution Agreements

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 **3.6.2.1.1 2020-07-15-Capone-Roadshow-Australia-New Zealand- DTP-FE.pdf**

 3.6.2.2. Baltics

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 3.6.2.4. China

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 3.6.2.5. Ex-Yugo

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 3.6.2.6. France

 **3.6.2.6.1 FONZO NOA Metropolitan (France) (FE).pdf**

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 3.6.2.7. Freeway MLA

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 **3.6.2.8.1 2020-12-18-Capone-Leonine-DA-FE.pdf**

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 **3.6.2.10.1 2022-01-10-Capone-ADS DA - PE FONZO.pdf**

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 **3.6.2.15.2 3_6_2019_Fonzo - Italy - FE.pdf**

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 **3.6.2.15.4 Notorious (Fonzo) NOA Amend 1 FE.pdf**

 3.6.2.16. Japan

 **3.6.2.16.1 2020-09-22-Capone-Notice of Delivery - Capone - Japan.pdf**

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 **3.6.2.19.1 Salim (Fonzo) DA FE.pdf**

 3.6.2.20. Poland

 **3.6.2.20.1 Monolith (Capone) DA FE.pdf**

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 **3.6.2.21.1 2021-02-08-Capone-Assingment of Sub License Agmt-Krisolta to Fonzo, LLC-Greece and Portugal-FE.pdf**

 **3.6.2.21.2 Krisolta (Fonzo) Exh1 Portugal FE.pdf**

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- 3.6.2.24. Shanghai-South East Asia-Disney
 - 3.6.2.24.1 2018-01-16-Fonzo-Capone-Fox Networks DA-Asia Pacific-FE.PDF
- 3.6.2.25. Singapore
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 - 3.6.2.26.1 2019-07-25-FONZO-Empire License Agreement- FE.pdf
- 3.6.2.27. Spain
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- 3.6.2.28. Switzerland
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- 3.6.2.29. Taiwan
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- 3.6.2.30. Taiwan-PayTV
- 3.6.2.31. Turkey
 - 3.6.2.31.1 2017-03-01 - FON - License Agmt - Bloom TME FE.PDF
 - 3.6.2.31.2 2020-10-09-Capone-TME-Turkey-DA_Amendment-FE.pdf
 - 3.6.2.31.3 2020-10-16-Capone-TME-_NOA_Amendment-FE.pdf
 - 3.6.2.31.4 TME (Fonzo) DA FE.PDF
- 3.6.2.32. UK
 - 3.6.2.32.1 Entertainment (Fonzo) DA FE.pdf
- 3.6.3. Financing
 - 3.6.3.1. CWML
 - 3.6.3.1.1. CW-Closing Binder
 - 3.6.3.1.1.1 2018-05-24 - Fonzo Cpyrt Mrtg CWMF BC ProdCo (FE and Notarized).pdf
 - 3.6.3.1.1.2 2018-05-25 - Fonzo Cpyrt Mrtg CWML BC ProdCo FE.pdf
 - 3.6.3.1.1.3 2018-05-25 - Fonzo Cpyrt Mrtg CWML Fonzo LLC FE.pdf
 - 3.6.3.1.1.4 2018-05-25 - Fonzo Cpyrt Mrtg CWML ProdCo FE.pdf
 - 3.6.3.1.1.5 2018-05-31-Fonzo-BC Corporate Opinion -Creative Wealth - FE.pdf
 - 3.6.3.1.1.6 2018-08-09-FON-CWML Copyright Mort and Assign-Fonzo LLC FE.pdf
 - 3.6.3.1.1.7 2018-08-09-FON-CWML Copyright Mort and Assign-Fonzo Prod Svcs Inc FE.pdf
 - 3.6.3.1.1.8 50-2017-06-01-Fonzo-TermSheet-v1- FE.pdf
 - 3.6.3.1.1.9 51-2018-04-10 -Fonzo-LSA CWL-v5 EXECUTION (FE).pdf
 - 3.6.3.1.1.10 52a-2018-02-09 - Fonzo Sec Agr CWMF ProdCo (FE).pdf
 - 3.6.3.1.1.11 52aa-2018-06-01-Fonzo-CW-UCC 3 Filing- Fonzo LLC.pdf

-  3.6.3.1.1.12 52b-2018-02-09 - Fonzo Sec Agr CWMF Fonzo LLC (FE).pdf
-  3.6.3.1.1.13 52bb-2018-02-23-Fonzo-CW-UCC 3 -Filing- Fonzo Prod Services.pdf
-  3.6.3.1.1.14 53-2018-05-14- Fonzo-Promissory Note (FE).pdf
-  3.6.3.1.1.15 55a-2018-02-09 - Fonzo Cpyrt Mrtg CWMF Fonzo LLC (FE).pdf
-  3.6.3.1.1.16 55b-2018-02-09 - Fonzo Cpyrt Mrtg CWMF ProdCo (FE).pdf
-  3.6.3.1.1.17 55c-2018-001-23-Fonzo-CW Lending- Assign of Copyright Mortgage-v2 (FE).pdf
-  3.6.3.1.1.18 55d-2018-02-09-FON-CWMF Copyright Mort and Assign POA-Fonzo LLC FE.pdf
-  3.6.3.1.1.19 55e-2018-02-09-FON-CWMF Copyright Mort and Assign POA-Fonzo Prod Svcs Inc FE.pdf
-  3.6.3.1.1.20 56-2017-03-01-Fonzo-CW-Assignment and Assumption (FE).pdf
-  3.6.3.1.1.21 59-2018-05-23 - Fonzo- CW - Officer Cert and Resolutions - Fonzo LLC (FE).pdf
-  3.6.3.1.1.22 60-2018-05-31 - Fonzo - CW - Officer Cert and Resolutions - Fonzo Production Services Inc (FE).pdf
-  3.6.3.1.1.23 63-2018-05-31- Fonzo- Borrowing Cert CWML v3 - EXECUTION (FE).pdf

3.6.4. Sales Agency Agmt

-  3.6.4.1 2016-10-31-FON-Bloom SAA FE.pdf

3.6.5. COT

-  3.6.5.1 Chain of Title Opinion Letter (Fonzo) 032018.pdf
-  3.6.5.2 Ex 1 - Development Agreement.pdf
-  3.6.5.3 Ex 2 - Option-Purchase Agreement.pdf
-  3.6.5.4 Ex 3 - First Amendment.PDF
-  3.6.5.5 Ex 4 - 2018-03-31-FON-AI Financing Quitclaim Agreement FE.PDF
-  3.6.5.6 Ex 5 - Assignment Agreement.pdf
-  3.6.5.7 Ex 6 - Assumption Agreement.pdf

3.7. Chaos Walking

3.7.1. CWML Agmt

-  3.7.1.1 2018-06-21 - Hercules - BCUSA CWML TermSheet v4 CLEAN (FE).pdf

3.7.2. Lionsgate Agreement

-  3.7.2.1 2018-06-20 - Co-Fi Term Sheet - Hercules - Chaos Walking.final (FE).pdf

3.7.3. Studio Statement

 **3.7.3.1 20230331 Chaos Walking LGF Statement 15.pdf**

 3.8. Childhood of a Leader

 3.8.1. CAMA

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 3.8.2.1. Greece

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 3.8.2.2. Hong Kong

 **3.8.2.2.1 2014-03-31-COAL-DA-Bravos-HK.pdf**

 3.8.2.3. Latam

 **3.8.2.3.1 2014-06-17-COAL-DA-Star-LatAm.pdf**

 3.8.2.4. Middle East

 **3.8.2.4.1 2014-12-10-COAL-DA-FrontRow-MidEast.pdf**

 3.8.2.5. Portugal

 **3.8.2.5.1 2015-03-02-COAL-DA-Lusmundo-Portugal.pdf**

 3.8.2.6. Turkey

 **3.8.2.6.1 2014-02-19-COAL-DA-Movieturk-Turkey.pdf**

 3.8.2.7. USA

 **3.8.2.7.1 2016-05-01-COAL-DA-IFC-USA.pdf**

 3.8.3. Financing

 **3.8.3.1 18 - 2015-01-07 - CWF Notice of Assignment - COAL v1 (FE).pdf**

 **3.8.3.2 2 - 2015-01-19 LSA - MHC - COAL v8 FINAL (FE).pdf**

 **3.8.3.3 20a - Loan and Security Agreement - COAL v9 (FE).pdf**

 **3.8.3.4 20b - 2015-01-21 - Participation Agreement - v6 (FE).pdf**

 **3.8.3.5 3a - COAL - Promissory Note (FE).pdf**

 **3.8.3.6 3b - COAL - Promissory Note ifo CWF (FE).pdf**

 **3.8.3.7 4 - 2015-01-19 - Copyright Mortgage & Assign - COAL v2 (FE).pdf**

 **3.8.3.8 4a - 2015-01-26 - Copyright Mtg Registration Pack - COAL.pdf**

 **3.8.3.9 5 - 2015-01-14 Deed of Charge - MHC - COAL v3 (FE).pdf**

 **3.8.3.10 5a - 2015-01-23 - Companies House Registration - COAL - MHC.pdf**

 3.8.4. Sales Agency Agreement

 **3.8.4.1 52 - COAL - SAA (Fully executed - Delivery Schedule Only).pdf**

 **3.8.4.2 SAA (COAL + FILMTEAM SIGNED).pdf**

 3.8.5. COT

 **3.8.5.1 67 - MHC CoT Opinion (FINAL VERSION).pdf**

-  **3.8.5.2 62 - One Picture Licence (FE).pdf**
-  **3.8.5.3 COAL_Option and Assignment Mona Fastvold (1).pdf**

3.9. Beatriz at Dinner

-  **3.9.1 162 - 2016-08-15 - COT Opinion Ltr - Beatriz CWM v1 (FE).pdf**
-  **3.9.2 155b - 2016-07-26 - Option Agreement (Mike White) v5 (FE).pdf**
-  **3.9.3 BEA-USCO Cert of Registration-screenplay.pdf**
-  **3.9.4 2018-02-06 - Beatriz - USCO Registration - Motion Picture.pdf**
-  **3.9.5 155g - AssignmentCopyright Filing Thomson - Beatriz.pdf**

3.9.1. CAMA

-  **3.9.1.1 2017-06-22-BEA-CAMA FE.pdf**
-  **3.9.1.2 2023-06-11 Beatriz at Dinner - Collection Statement No. 16 - through May 31, 2023.pdf**

3.9.2. Distribution Agreement

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-  **3.9.2.1.1 DA BeatrizAtDinner EIM Airlines (FE).pdf**

3.9.2.2. BVI - MultiTerritory - LatAm and Pan Asian

-  **3.9.2.2.1 Beatriz at Dinner-BVI-Multi Territory-(FE).pdf**

3.9.2.3. Greece

-  **3.9.2.3.1 Beatriz-Rosebud21-Greece-DA-FE.pdf**

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-  **3.9.2.4.1 DA BeatrizAtDinner Myndform Iceland (FE).pdf**

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-  **3.9.2.5.1 7_24_2017_DA BeatrizAtDinner MainTitle-Freeway S.Korea (FE).pdf**
-  **3.9.2.5.2 9_12_2018_Beatriz At Dinner - South Korea - fs copy.pdf**

3.9.2.6. Middle East

-  **3.9.2.6.1 DA BeatrizAtDinner EagleFilms ME (FE).pdf**

3.9.2.7. Philippines

-  **3.9.2.7.1 DA BeatrizAtDinner MVPViva Philippines (FE).pdf**

3.9.2.8. Roadside

-  **3.9.2.8.1 2017-04-21 - Beatriz at Dinner - Distribution Agreement v4 (FE).pdf**

3.9.2.9. South Africa

-  **3.9.2.9.1 DA BeatrizAtDinner Ster-Kinekor S.Africa (FE).pdf**

3.9.2.10. Taiwan

-  **3.9.2.10.1 DA BeatrizAtDinner Filmware-Freeway Taiwan (FE).pdf**

3.9.2.11. Turkey

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 3.9.2.12. Latin America

 3.9.2.12.1 2017_DA Beatriz at Dinner CDC Lat Am (FE).pdf

 3.9.3. Financing

 3.9.3.1 201 - 2016-07-27 - Investor Agmt - Beatriz v2 (FE).pdf

 3.9.3.1. CW Closing Binder

 3.9.3.1.1 51a - 2016-08-29 - LSA - Beatriz - CW Finance v4 - Execution (FE).pdf

 3.9.3.1.2 51b - 2016-08-29 - LSA - Beatriz - CW Lending v4 - Execution (FE).pdf

 3.9.3.1.3 52a - Security Agreement CW FINANCE Brown Amy Beatriz EXECUTION.PDF

 3.9.3.1.4 52b - Security Agreement CW Lending Brown Amy Beatriz EXECUTION.PDF

 3.9.3.1.5 53a - Copyright Mortgage CW FINANCE - Beatriz.pdf

 3.9.3.1.6 53b - Copyright Mortgage CW Lending - Beatriz.pdf

 3.9.3.1.7 53c - Copyright Mortgage - CW Media Finance - Brown Amy LLC - Beatriz at Dinne....pdf

 3.9.3.1.8 53d - Copyright Mortgage - CW Media Lending - Brown Amy LLC - Beatriz at Dinne....pdf

 3.9.3.1.9 56a - POA Beatriz - CW Finance (FE).pdf

 3.9.3.1.10 56b - POA Beatriz - CW Lending (FE).pdf

 3.9.3.1.11 57 - 2016-09-01 - ICA - Beatriz Execution (PE-RM & BA).pdf

 3.9.4. Sales Agency Ageement

 3.9.4.1. ROW

 3.9.4.1.1 111a - BEATRIZ AT DINNER - Amendment to SAA (Bron-Sierra) (21 Feb 2017) v.Final (FE).pdf

 3.9.4.1.2 2016-09-01 - BEA - SAA v.Final II (FE).pdf

 3.9.4.2. US

 3.9.4.2.1 2017-01-04 - BEATRIZ AT DINNER_Rep Agmt v3 (FE).pdf

 3.9.5. COT

 3.9.5.1 162 - 2016-08-15 - COT Opinion Ltr - Beatriz CWM v1 (FE).pdf

 3.9.5.2 155b - 2016-07-26 - Option Agreement (Mike White) v5 (FE).pdf

 3.9.5.3 155c - Beatriz Proof of Option Pmt.pdf

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 3.9.5.5 155f - Beatriz Proof of Exercise Pmt.pdf

 3.9.5.6 BEA_ Script Option Check and Contract.pdf

 3.9.5.7 BEA-USCO Cert of Registration-screenplay.pdf

 3.9.5.8 2018-02-06 - Beatriz - USCO Registration - Motion Picture.pdf

 **3.9.5.9 155g - Assignment Copyright Filing Thomson - Beatriz.pdf**

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 3.10. Birth of a Nation

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 **3.10.1.1 Acquisition of Rights Term Sheet + Side Letter.BOAN_FE.pdf**

 3.10.2. Financing

 **3.10.2.1 Fully Executed Loan Agreement BOAN.PDF**

 3.11. Kitchen, The

 3.11.1. Financing

 **3.11.1.1 BRON Creative WB 1, LLC Final Documents.zip**

 **3.11.1.2 WB Slate Fund Structure.pdf**

 3.11.2. WB Agreement

 **3.11.2.1 BRON Studios Slate Co-Finance Agreement (FE).pdf**

 **3.11.2.2 CWML Guaranty (FE).pdf**

 3.11.3. Studio Statement

 **3.11.3.1 20230331 The Kitchen WB Statement 20.pdf**

 3.12. A Simple Favor

 3.12.1. CWML Agmt

 **3.12.1.1 2018-06-21 - Hercules - BCUSA CWML TermSheet v4 CLEAN (FE).pdf**

 3.12.2. LGF Distro Agreement

 **3.12.2.1 2018-06-20 - Co-Fi Term Sheet - Hercules - ASF FINAL (FE).pdf**

 3.12.3. Studio Statement

 **3.12.3.1 20221231 ASF LGF Statement 24.pdf**

 3.13. A Single Shot

 3.13.1. CAMA

 3.13.2. Distribution Agreements

 3.13.2.1. Canada - eOne

 **3.13.2.1.1 A Single Shot - eOne Deal Memo FINAL (FE).pdf**

 3.13.2.2. Inferno

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 **3.13.2.2.2 A Single Shot - Inferno Sales Agent Agreement v07 FINAL EXECUTION (FE).pdf**

 3.13.2.3. LatAm-Dreamgold

 **3.13.2.3.1 ASS - Latin America DM (FE).pdf**

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 **3.13.2.5.1 ASS - Tribeca Long Form (PE).pdf**

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 **3.13.2.7.1. Drafts**

 **3.13.2.7.1.1 A Single Shot - UTA Representation Agreement UTA rl- 4.18.12.doc**

 **3.13.2.7.1.2 A Single Shot - UTA Representation Agreement v02 FINAL BRON.doc**

 **3.13.2.7.1.3 A Single Shot - UTA Representation Agreement v02RL MH Feb 27.doc**

 **3.13.2.7.1.4 A Single Shot - UTA Representation Agreement v03RL MH May 8.doc**

 **3.13.3. Financing**

 **3.13.3.1 Copyright Mortgage & Assign - Single Shot v1 Executable FINAL MHC (FE).pdf**

 **3.13.3.2 Intercreditor Agreement (Execution Version).pdf**

 **3.13.3.3 LSA - MHC -w- ASS v2 Executable (FE - Attachments).pdf**

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 **3.14.2. Studio Statement**

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- 3.15. Addams Family, The
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 - 3.15.1.1 2019-06-05 - MGM-BRON Production, Financing and Distribution Agmt FINAL (FE).pdf
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- 3.16. Americana
 - 3.16.1. CAMA
 - 3.16.1.1 2023-04-04 National Anthem - CAMA (fully signed)-FE.pdf
 - 3.16.1.2 Americana (pka National Anthem) LOD from BRON to Garcia-FE.pdf
 - 3.16.2. Distribution Agreements
 - 3.16.3. Financing
 - 3.16.3.1. CWMF
 - 3.16.3.1.1 2022-03-09-NATANTH-CW-Borrowing Certificate No.1-Clean-FE REVISED.pdf
 - 3.16.3.1.2 2022-03-18 National Anthem-Copyright Mortgage and POA - Holdco - CWMF-FE-cert.pdf
 - 3.16.3.1.3 2022-03-18 National Anthem-Copyright Mortgage and POA - Prodco - CWMF-FE-cert.pdf
 - 3.16.3.1.4 2022-03-30 NATANTH-Intercreditor Agreement FINAL v2 (PE-BRON).pdf
 - 3.16.3.1.5 2022-03-30 NATANTH-Intercreditor Agreement FINAL v2 (PE-CWMF).pdf
 - 3.16.3.1.6 2022-03-30-NATANTH-CW-Borrowing Certificate No.2 (FE).pdf
 - 3.16.3.1.7 2022-06-06 National Anthem-Facility Pledgeholder Agmt-Color Collective-FE.pdf
 - 3.16.3.1.8 2022-12-06-NATANTH-Amd& Restat LSA-CWMF v5 (FE).pdf
 - 3.16.3.1.9 51-2022-03-08-NATANTH-LSA-CWMF v4-BRON Clean-FE.pdf
 - 3.16.3.1.10 52a-2022-02-22 NATANTH-GSA-National Anthem Holdings LLC - CWMF-Clean-FE.pdf
 - 3.16.3.1.11 52b-2022-02-22 NATANTH-GSA-National Anthem Prodco Inc - CWMF-Clean-FE.pdf
 - 3.16.3.1.12 53-2022-05-08 NATANTH Promissory Note - FE.pdf
 - 3.16.3.1.13 55a-2022-03-14-NATANTH -Copyright Mortgage and POA - Holdco - CWMF-FE + Notarized.pdf
 - 3.16.3.1.14 55b-2022-03-14-NATANTH -Copyright Mortgage and POA - Prodco- CWMF- FE + Notarized.pdf

-  3.16.3.1.15 57a-2022-02-22 NATANTH-POA-National Anthem Holdings LLC - CWMF-Clean-FE.pdf
-  3.16.3.1.16 57b-2022-02-22 NATANTH-POA-National Anthem Prodco Inc - CWMF-Clean-FE.pdf
-  3.16.3.1.17 59-2022-03-02-NATANTH-Off Cert HoldCo (execution copy)-FE.pdf
-  3.16.3.1.18 60-2022-03-02-NATANTH-CW-Officers Certificate-US ProdCo- (execution copy)-FE.pdf
-  3.16.3.1.1. Closing Binder
 -  3.16.3.1.1.1 2022-03-09-NATANTH-CW-Borrowing Certificate No.1-Clean-FE REVISED.pdf
 -  3.16.3.1.1.2 2022-03-18 National Anthem-Copyright Mortgage and POA - Holdco - CWMF-FE-cert.pdf
 -  3.16.3.1.1.3 2022-03-18 National Anthem-Copyright Mortgage and POA - Prodco - CWMF-FE-cert.pdf
 -  3.16.3.1.1.4 2022-03-30 NATANTH-Intercreditor Agreement FINAL v2 (PE-BRON).pdf
 -  3.16.3.1.1.5 2022-03-30 NATANTH-Intercreditor Agreement FINAL v2 (PE-CWMF).pdf
 -  3.16.3.1.1.6 2022-03-30-NATANTH-CW-Borrowing Certificate No.2 (FE).pdf
 -  3.16.3.1.1.7 2022-06-06 National Anthem-Facility Pledgeholder Agmt-Color Collective-FE.pdf
 -  3.16.3.1.1.8 51-2022-03-08-NATANTH-LSA-CWMF v4-BRON Clean-FE.pdf
 -  3.16.3.1.1.9 52a-2022-02-22 NATANTH-GSA-National Anthem Holdings LLC - CWMF-Clean-FE.pdf
 -  3.16.3.1.1.10 52b-2022-02-22 NATANTH-GSA-National Anthem Prodco Inc - CWMF-Clean-FE.pdf
 -  3.16.3.1.1.11 53-2022-05-08 NATANTH Promissory Note - FE.pdf
 -  3.16.3.1.1.12 55a-2022-03-14-NATANTH -Copyright Mortgage and POA - Holdco - CWMF-FE + Notarized.pdf
 -  3.16.3.1.1.13 55b-2022-03-14-NATANTH -Copyright Mortgage and POA - Prodco- CWMF- FE + Notarized.pdf
 -  3.16.3.1.1.14 57a-2022-02-22 NATANTH-POA-National Anthem Holdings LLC - CWMF-Clean-FE.pdf
 -  3.16.3.1.1.15 57b-2022-02-22 NATANTH-POA-National Anthem Prodco Inc - CWMF-Clean-FE.pdf
 -  3.16.3.1.1.16 59-2022-03-02-NATANTH-Off Cert HoldCo (execution copy)-FE.pdf

 **3.16.3.1.1.17 60-2022-03-02-NATANTH-CW-Officers Certificate-US
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 3.16.3.2. Hercules

 **3.16.3.2.1 2023-01-25-National Anthem Hercules Loan Agreement FINAL
FE.pdf**

 3.16.4. Sales Agency Ageement

 **3.16.4.1 2021-11-23-NATANTH-BRON Releasing SAA v1 (FE).pdf**

 **3.16.4.2 2022-02-23-NATANTH-WME-CoRep Agmt -FE.pdf**

 3.16.5. Tax Credit

 **3.16.5.1 Final Partial Approval Letter - National Anthem ProdCo 1233604[2].pdf**

 3.16.6. COT

 **3.16.6.1 2022-01-28-NATANTH-COT Opinion Letter.pdf**

 **3.16.6.2 National Anthem Exhibits.zip**

 **3.16.6.3 2022-02-15-NATIONAL ANTHEM-USCO Certificate of Registration.pdf**

 **3.16.6.4 2023-03-15 Copyright preregistration.pdf**

 3.17. Anna

 3.17.1. CWML Agmt

 **3.17.1.1 2018-06-21 - Hercules - BCUSA CWML TermSheet v4 CLEAN (FE).pdf**

 3.17.2. Lionsgate Agreement

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 3.17.3. Studio Statement

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 3.18. Assassination Nation

 3.18.1. CAMA

 **3.18.1.1 2019-03-26 - ANation - CAMA (fully signed).pdf**

 **3.18.1.2 2019-06-21 - ANation CAM Statement no 2.pdf**

 3.18.2. Distribution Agreements

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 3.18.3. Financing

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 3.18.3.1. CWMF

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 **3.18.3.1.2 52a-2017-03-23-ANation-GSA-CW-Producer(FE).PDF**

 **3.18.3.1.3**

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 3.18.3.2. DTK

-  3.18.3.2.1 71 - AN - DTK - LSA (FE).pdf
-  3.18.3.2.2 David the King - Copyright Mortgage - LA LLC Assassination Nation (FE).PDF
-  3.18.3.2.3 David the King - Security Agreement - Assassination Nation (FE).PDF

 3.18.4. COT

-  3.18.4.1 2016-09-19-ANation-OptionPurchaseAgreement(FE).pdf
-  3.18.4.2 2017-02-15-OptionExerciseLetterANation.pdf
-  3.18.4.3 2017-02-23-Quitclaim&AssignfromFoxtailtoErostratus(FE).pdf
-  3.18.4.4 2018-01-03 - ANation - PA Registration Certificate.pdf
-  3.18.4.5 2019-06-19-ANation-USCO Certificate of Registration- Motion Picture.pdf

 3.19. Electric Slide

 3.19.1. CAMA

-  3.19.1.1 Electric Slide, The - CAMA (fully signed).pdf
-  3.19.1.2 Electric Slide - Collection Statement no.14.pdf

 3.19.2. Distribution Agreements

 3.19.2.1. CIS

-  3.19.2.1.1 2012 10 23 px agreement Electric Slide Carmen CIS.pdf

 3.19.2.2. Czech & Slovakia

-  3.19.2.2.1 2009 04 22 fx agreement Electric Slide AQS Czech.pdf
-  3.19.2.2.2 2012 10 15 fx Amendment to Agreement Electric Slide AQS Czech.pdf

 3.19.2.3. Ex-Yugo

-  3.19.2.3.1 2009 06 15 fx agreement Electric Slide MG Film Ex Yugo.pdf
-  3.19.2.3.2 2012 10 19 fx Amendment to Agreement Electric Slide MG Film Ex Yugo.pdf

 3.19.2.4. Germany & Austria

-  3.19.2.4.1 2012 10 19 fx agreement Electric Slide Alive Entertainment Germany.pdf

 3.19.2.5. Poland

-  3.19.2.5.1 2009 04 27 fx agreement Electric Slide Monolith Poland.pdf
-  3.19.2.5.2 2012 10 12 fx Amendment to Agreement Electric Slide Goodtimes Poland.pdf

 3.19.2.6. S Africa

-  3.19.2.6.1 2012 10 22 fx agreement Electric Slide Ster Kinekor ZA.pdf

 3.19.2.7. USA

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 3.19.3. Financing

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 **3.19.3.2 3-2012-10-17 Copyright Mtg Electric Slide signed KDA.pdf**

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 3.19.4. Sales Agency Agreements

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 3.20. Elsa & Fred

 3.20.1. CAMA

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 3.20.2.1. Airlines

 **3.20.2.1.1 Airlines - Cinesky - Elsa & Fred - DA.pdf**

 3.20.2.2. ANZ

 **3.20.2.2.1 Elsa and Fred-Australia-LF-EXECUTED.pdf**

 3.20.2.3. Canada

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 3.20.2.4. Iceland

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 3.20.2.5. Israel

 **3.20.2.5.1 Elsa and Fred-Israel-LF-EXECUTED.pdf**

 3.20.2.6. Italy

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 3.20.2.7. Japan

 **3.20.2.7.1 Elsa and Fred-Japan-DM.pdf**

 3.20.2.8. LatAm

 **3.20.2.8.1 Elsa and Fred-LatAm-LF-EXECUTED.pdf**

 3.20.2.9. Middle East

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 3.20.2.10. South Africa

 **3.20.2.10.1 South Africa - Times Media - Elsa&Fred.pdf**

 3.20.2.11. Spain

 **3.20.2.11.1 Elsa and Fred-Spain EXECUTED.pdf**

 3.20.2.12. UK

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 3.20.2.13. US

 3.20.2.13.1 Elsa & Fred - US - Millenium.pdf

 3.20.3. Finance Agreements

 3.20.3.1 2014-07-25 Default Notice - E&F - MHC v2.pdf

 3.20.3.2 3 - Copyright Mtg - E&F v2 11-02-12 (FE).pdf

 3.20.3.3 GSA - E&F - MHC v3 EX 11-08-12 (FE).pdf

 3.20.3.4 LSA - MHC -w- E&F v5 Executable 11-23-12 (FE).pdf

 3.20.4. COT

 3.20.4.1 Sisung COT Memo 11 20 12.pdf

 3.20.4.2 26. Bell Writer Agreement.pdf

 3.20.4.3 E&F - Writer Fee (AP) Advance1.pdf

 3.20.4.4 E&F - Writer Fee (AP) Balance Payoff.pdf

 3.20.4.5 E&F - Writer Fee (MB) Balance Payoff.pdf

 3.20.4.6 ELSA & FRED - Writer's Agreement -- Payment (Pavignano) 7.5K.pdf

 3.20.4.7 E&F - Writer Fee (MB) Advance1.pdf

 3.21. English Teacher, The

 3.21.1. CAMA

 3.21.1.1 180801 - AAB Amendment CAM Agreement (revised v2 clean) - Coutts -
The English Teacher (UTA 10-1-18) (FE).pdf

 3.21.1.2 33-130418 The English Teacher, Executed CAMA.pdf

 3.21.2. Distribution Agreements

 3.21.2.1 Australia,New Zealand- Roadshow - English Teacher, The.pdf

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 3.21.2.13 Portugal - Lusomundo - English Teacher.pdf

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 -  3.21.2.18 Thailand - Media Film - English Teacher.pdf
 -  3.21.2.19 Turkey - Santiye - English Teacher.pdf
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 -  3.21.3.2 4-Copyright Mortgage & Assign - ET - Artina (FE).pdf
 -  3.21.3.3 Financing Agreement - English Teacher - Procinvest (FE).pdf
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 -  3.22.1. MGM Agreement
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 -  3.22.2.1 230531 Cyrano MGM Statement 9.pdf
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 -  3.23.1. CAMA
 -  3.23.1.1 2019-11-18 - Shadowplay- CAM Agreement Final Version (FE).pdf
 -  3.23.1.2 2021-12-16 Shadowplay Amendment CAM Agreement (FE).pdf
 -  3.23.1.3 21-08-06 LOD to Fintage ifo Access Road (Henchmen and Shadowplay) FE.pdf
 -  3.23.1.4 2202-02-18 stat. no. 2 from Jul 1 2021 through Jan 31 2021 - Shadowplay.pdf
 -  3.23.2. Distribution Agreements
 -  3.23.2.1 DM ShadowPlay C+ StudioCanalTV Canal+13122018_v5_final_fully.pdf
 -  3.23.2.2
20_Aug_2020_Studiocanal_Nova_Agreement_for_SHADOWPLAY_fully_signed.pdf
 -  3.23.2.3 Sales Agency KIT Russia _11.09.2018_SCTV_fully.pdf
 -  3.23.2.4 2018185 Deal Memo Shadow Play Netherlands 20180709_fully.pdf
 -  3.23.2.5 Deal Memo CoPro Shadow Play for NC+
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 -  3.23.2.6 Art Pictures - Russia CIS - Shadowplay.pdf
 -  3.23.2.7 2019-07-11-SHPL-Viaplay NENT Production Broadcast Agmt FE.pdf
 -  3.23.2.8 Vertragsanpassung ZDF Shadowplay_fully signed.pdf
 -  3.23.2.9 Studiocanal Amendment #5 (The Defeated)_fully signed.pdf
 -  3.23.2.10 License Agreement_Telenet_Shadowplay_v2_ext_final_fully signed.pdf
 -  3.23.3. Financing

-  3.23.3.1 00 Closing Checklist - CWMEF - SHADOWPLAY.pdf
-  3.23.3.2 01-2020-12-02-SHPL-CW-Invest Agmt Amd and Restate- v4- FINAL-FE.pdf
-  3.23.3.3 02 Power of Attorney - SHADOWPLAY.pdf
-  3.23.3.4 03 Interparty Agreement - Shadowplay.pdf
-  3.23.3.5 05 Guarantee Agreement - Shadowplay - StudioCanal.pdf
-  3.23.3.6 06 Deed of Security Assignment and Charge - CWMEF - Shadowplay.pdf
-  3.23.3.7 06a Certificate of Registration of a Charge - CWMEF over Shadowplay UK + MR01.pdf
-  3.23.3.8 07 Accommodation Security Agreement - CWMEF - Tandem - Shadowplay.pdf
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 -  **3.33.2.2.5.1 2022-08-02 KIN-License Agmt-PCCW (HK)-FE.pdf**
-  3.33.3. Financing
 -  3.33.3.1. KIN S1
 -  3.33.3.1.1. CWML Closing Binder

-  3.33.3.1.1.1 2020-10-29-KIN-Charge over Borrower-EXECUTION COPY-CLEAN-FE.pdf
-  3.33.3.1.1.2 2020-10-30-KIN- LSA - CW - FINAL-FE.pdf
-  3.33.3.1.1.3 2020-10-30-KIN-Power of Attorney - HoldCo -FE-electronic.pdf
-  3.33.3.1.1.4 2020-10-30-KIN-Promissory Note - Kin Series Holdings UK Ltd - CWML - KIN v2-clean-FE.pdf
-  3.33.3.1.1.5 2021-04-15-KIN-Borrowing Certificate- Consolidated-FE.pdf

 3.33.3.1.1.1. Irish Docs

-  3.33.3.1.1.1.1 2020-11-13-KIN-Corporate Certificate Metropolitan Films International Limited-FE.PDF
-  3.33.3.1.1.1.2 2020-11-13-KIN-Corporate Certificate Townsend Film DAC-FE.PDF
-  3.33.3.1.1.1.3 2020-11-13-KIN-Deed of Charge and Assignment Over Metropolitan Films International Limited-FE.PDF
-  3.33.3.1.1.1.4 2020-11-13-KIN-Deed of Charge and Assignment over Townsend Film DAC-FE.PDF
-  3.33.3.1.1.1.5 2020-11-13-KIN-Guarantee from Townsend Film DAC-FE.PDF
-  3.33.3.1.1.1.6 2020-11-13-KIN-Letter of authority for e-filing at CRO - Metropolitan and Townsend-FE.PDF
-  3.33.3.1.1.1.7 2020-11-13-KIN-Limited Recourse Guarantee from Metropolitan Films International Limited-FE.PDF
-  3.33.3.1.1.1.8 2020-11-13-KIN-N of A to Deed of Charge over Metropolitan Films International Limited-PE (Metro).PDF
-  3.33.3.1.1.1.9 2020-11-13-KIN-Notice and Acknowledgment to Deed of Charge over Townsend Films DAC-PE (Townsend).PDF

 3.33.3.1.2. Screen Ireland

-  3.33.3.1.2.1 2021-04-08-KIN-Deed over DAC-Screen Ireland FINAL (FE).pdf
-  3.33.3.1.2.2 2021-04-08-KIN-Deed over Metro-Screen Ireland FINAL (FE).pdf
-  3.33.3.1.2.3 2021-04-08-KIN-Production Loan Agmt-Screen Ireland FINAL (FE).pdf

 3.33.3.2. KIN S2

 3.33.3.2.1. Comerica

-  3.33.3.2.1.1 2022-10-04 Kin S2-Copyright Security Agreement Supplement No. 7 signed by BRON Ink Signatures.pdf

-  3.33.3.2.1.2 2022-10-13 17. Notice of Assignment - AMC - Kin S2 Fully Executed.pdf
-  3.33.3.2.1.3 2022-10-14 05. Borrowing Request - Kin Season 2 [Fully Executed].pdf
-  3.33.3.2.1.4 2022-11-01 Kin 2 Borrowing Certificate 10.31.22-FE.pdf
-  3.33.3.2.1.5 2022-12-01 Borrowing Request - Kin Season 2 (Comerica - Bron) FFC Exec-FE.pdf
-  3.33.3.2.1.6 2023-01-11 Kin Borrowing Certificate #4 01.10.23 FE.pdf
-  3.33.3.2.1.7 2023-01-31 Borrowing Request No 5- Kin Season 2 (Comerica) FE.pdf
-  3.33.3.2.1.8 2023-02-24 Borrowing Request No 6 - Kin Season 2 (Comerica) FE.pdf
-  3.33.3.2.1.9 2023-03-31 Kin Comerica Drawdown # 7 (rev) 03.30.23 FE.pdf
-  3.33.3.2.1.10 2023-05-26 Kin S2 Borrowing Certificate No. 8 @ 05.26.23- FE.pdf
-  3.33.3.2.1.11 Kin S2 Borrowing Certificate #9 FE.pdf

3.33.3.2.2. Screen Ireland

-  3.33.3.2.2.1 2022-09-13 KIN 2 - SI Production Loan Agreement - Executed-PE.pdf
-  3.33.3.2.2.2 2022-09-21 Screen Ireland Production Loan Agreement - KIN S2 - FE 15.09.22.pdf
-  3.33.3.2.2.3 2022-09-28 Screen Ireland Deed of Charge over KS2 Productions DAC FE 23.09.22.PDF
-  3.33.3.2.2.4 2022-09-28 Screen Ireland Deed of Charge over MFIL - FE 23.09.22.PDF
-  3.33.3.2.2.5 2022-09-28 Screen Ireland Production Loan Agreement - KIN S2 - FE 15.09.22.PDF
-  3.33.3.2.2.6 2022-10-05 KIN Season 2 - Bron Releasing UK Charge dated 5 October 2022 (Composite) FE.pdf
-  3.33.3.2.2.7 2022-10-05 KIN Season 2 - Kin Series Holding UK Ltd Charge dated 5 October 2022 (Composite) FE.pdf

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3.33.4.1. Fifth Season

-  3.33.4.1.1 2022-08-06-Kin S2-Short Form Agmt - FINAL FE.pdf
-  3.33.4.1.2 2022-09-23-KINS2-EC Agmt Amend no 1 - Overfunding FINAL FE.pdf
-  3.33.4.1.3 2022-10-05 KIN Season 2 - Metropolitan Films International Charge dated 5 October 2022 (Composite) FE.pdf

 3.33.5. COT

 3.33.5.1 2020-10-22-KIN-Sheridans COT Legal Opinion.pdf

 3.33.5.1. KIN-COT Exhibits

-  3.33.5.1.1 1.1-2008-07-24-Fremantle_First look development agmt.pdf
-  3.33.5.1.2 1.10-2013-06-19-LMS Four Fishes Supplemental Agmt FE.pdf
-  3.33.5.1.3 1.11-2015-03-17-LMS-Four Fishes Alan Whiting Second Supplemental Writers Agmt FE.pdf
-  3.33.5.1.4 1.12-2020-02-12-LMS-Four Fishes Alan Whiting Quitclaim FE.pdf
-  3.33.5.1.5 1.13-2018-04-23-Townsend-Writers Room Agmt-Kate ORiordan FE.pdf
-  3.33.5.1.6 1.14-2018-05-18-Townsend-Writer Agreement_DeclanCroghan FE.pdf
-  3.33.5.1.7 1.15-2018-04-23-Townsend_Writer Agreement_Fiona Seres FE.pdf
-  3.33.5.1.8 1.15-2019-11-08-Townsend-Fiona Seres Writer Amendment FE.pdf
-  3.33.5.1.9 1.16-2018-08-24-KIN-Writer Agmt-Ciaran Donnelly FE.pdf
-  3.33.5.1.10 1.17-2018-07-25-TOWNSEND-Writer Agmt-Peter McKenna FE.pdf
-  3.33.5.1.11 1.17-2019-12-19-Townsend-Writer Agreement Peter McKenna Amendment FE.pdf
-  3.33.5.1.12 1.18-2019-12-19-Townsend-EP Agreement Peter McKenna FE.pdf
-  3.33.5.1.13 1.19-2018-08-24-Townsend-Director EP Loan-out Agmt-Ciaran Donnelly (FE).pdf
-  3.33.5.1.14 1.2-2010-09-23-Fremantle First Look Development Deal.pdf
-  3.33.5.1.15 1.20-2018-08-09-Townsend-Assignment of Rights-Headline to Holdco FE.pdf
-  3.33.5.1.16 1.21-2020-07-28-KIN-Townsend Headline Deed of Amendment FE.pdf
-  3.33.5.1.17 1.22-2020-08-22-Townsend-Assignment Agreement FE_dated.pdf
-  3.33.5.1.18 1.23-2018-08-24-Townsend-Assignment of Rights-Townsend Film DAC to Holdco FE.pdf
-  3.33.5.1.19 1.24-2020-09-24-KIN- Townsend Film DAC-Deed of Assignment FE.pdf
-  3.33.5.1.20 1.25-2020-10-21-KIN-Townsend Series Holding to Kin Series Holdings Assignment FE.pdf
-  3.33.5.1.21 1.3-2012-08-20-Fremantle Headline - Last Man Standing - PSDF Side Letter FE.pdf
-  3.33.5.1.22 1.4-2013-06-20-Fremantle Headline - Last Man Standing- Supplemental Agreement FE.pdf
-  3.33.5.1.23 1.5-2020-08-07-Fremantle Headline Sideletter FE.pdf

-  **3.33.5.1.24 1.6-2012-09-04-LMS Co-Development Agreement T4 Productions.pdf**
-  **3.33.5.1.25 1.7-2018-08-24-Townsend-Deed of Amendment-Headline T4 (FE-with schedules).PDF**
-  **3.33.5.1.26 1.8-2020-07-31-KIN-Headline T4 Second Amendment FE.pdf**
-  **3.33.5.1.27 1.9-2012-09-04-LMS-Four Fishes Alan Whiting Writers Agmt FE.pdf**

 3.34. Joker

 3.34.1. Financing

-  **3.34.1.1 BRON Creative WB 1, LLC Final Documents.zip**
-  **3.34.1.2 WB Slate Fund Structure.pdf**

 3.34.2. WB Agreement

-  **3.34.2.1 BRON Studios Slate Co-Finance Agreement (FE).pdf**
-  **3.34.2.2 CWML Guaranty (FE).pdf**

 3.34.3. Studio Statement

-  **3.34.3.1 20230630 Joker WB Statement 30.pdf**

 3.35. Journal for Jordan

 3.35.1. Sony Agreement

-  **3.35.1.1 Journal for Jordan - Term Sheet - FE.pdf**

 3.36. Judas and the Black Messiah

 3.36.1. Financing

-  **3.36.1.1 2020-08-11-JWMH - Bron-Co-Fi_Agreement_V5 (FE).pdf**
-  **3.36.1.2 2021-03-25-UFH-Co-Fi Amdmt No 1 v4-FE.pdf**
-  **3.36.1.3 BRON Creative WB 1, LLC Final Documents.zip**
-  **3.36.1.4 WB Slate Fund Structure.pdf**

 3.36.2. WB Agreement

-  **3.36.2.1 BRON Studios Slate Co-Finance Agreement (FE).pdf**
-  **3.36.2.2 CWML Guaranty (FE).pdf**
-  **3.36.2.3 2020-08-11-JWMH - Bron-Co-Fi_Agreement_V5 (FE).pdf**
-  **3.36.2.4 2021-03-25-UFH-Co-Fi Amdmt No 1 v4-FE.pdf**

 3.37. Kill Me Three Times

 3.37.1. CAMA

-  **3.37.1.1 131009 Kill Me Three Times, Fully signed CAMA.pdf**
-  **3.37.1.2 2022-05-13 Stat 17 - from August 1 2016 through April 30 2022 - Kill Me Three Times.pdf**

 3.37.2. Distribution Agreements

- 3.37.2.1. ANZ
 - 3.37.2.1.1 eOne Dist Agreement 20 6 13.pdf
- 3.37.2.2. Eastern Europe
 - 3.37.2.2.1 2012-06-06-KM3T-DA-ModusVivendi-EasternEurope.pdf
- 3.37.2.3. Iceland
 - 3.37.2.3.1 2012-05-31-KM3T-DA-SamFilm-Iceland.pdf
- 3.37.2.4. Israel
 - 3.37.2.4.1 2012-06-20-KM3T-DA-ForumFilm-Israel.pdf
- 3.37.2.5. Italy-Leone
 - 3.37.2.5.1 2021-08-11-Kill Me Three Times-Italy-GEM Exhibit D- FE.pdf
 - 3.37.2.5.2 2021-09-13-Kill Me Three Times-DA- Leone (Italy)-GEM-FE.pdf
- 3.37.2.6. Japan-New Select
 - 3.37.2.6.1 Japan - GEM - New Select - Kill Me Three Times.pdf
- 3.37.2.7. Korea - Line Tree
 - 3.37.2.7.1 2015-02-16-KM3T-DA-LineTree-Korea.pdf
- 3.37.2.8. Middle East
 - 3.37.2.8.1 2013-05-16-KM3T-DA-Phoenicia-MidEast.pdf
- 3.37.2.9. Turkey - Aqua
 - 3.37.2.9.1 2012-06-07-KM3T-DA-AquaGroup-Turkey.pdf
- 3.37.2.10. Universal
 - 3.37.2.10.1 2015-06-25-KM3T-LA-Universal-Various.pdf
- 3.37.2.11. USA
 - 3.37.2.11.1 Kill Me Three Times signed.pdf
 - 3.37.2.11.2 USA - Magnolia - Kill Me Three Times - Amendment.pdf
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- 3.37.2.12. Vietnam - Galaxy
 - 3.37.2.12.1 Vietnam - Galaxy - Kill Me Three Times.pdf
- 3.37.3. Financing
 - 3.37.3.1 Copyright Mortgage & Assign - KM3T v1 (FE) 7-31-13.pdf
 - 3.37.3.2 KM3T_LSA_MHCexecdKM3T.pdf
 - 3.37.3.3 KM3X Priority Deed [EXEC 020813] (FE).pdf
- 3.37.4. Sales Agency Agreements
 - 3.37.4.1 KM3TSalesDM - final 5 8 12 with sales estimates fe.pdf
 - 3.37.4.2 SAA Variation 31 7 13 (FE).pdf
- 3.37.5. COT
 - 3.37.5.1 COT Opinion.pdf

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 3.38. Monkey Man

 3.38.1. CAMA

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 3.38.2. Distribution Agreements

 3.38.2.1. Foreign Sales

 3.38.2.1.1. CIS- Volga

 3.38.2.1.1.1 2021-12-01-MONMAN-Volga Film- DA - FE.pdf

 3.38.2.1.1.2 2022-02-03 MONMAN-Volga (CIS) NOA (FE).pdf

 3.38.2.1.1.3 2022-12-12 Monkey Man - Extension Notice - VLG.Film - Dec 12 2022.pdf

 3.38.2.1.2. Ex-Yugoslavia-Blitz

 3.38.2.1.2.1 2020-10-13-Monkey_Man-Blitz-_DA-FE.pdf

 3.38.2.1.2.2 2021-09-08-MONMAN-Blitz -Ex-Yugo-NOA- FE.pdf

 3.38.2.1.3. GEM - MLA

 3.38.2.1.3.1 2020-06-16-MONMAN-GEM -MLA-FE.pdf

 3.38.2.1.4. HK - Pegasus

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 3.38.2.1.5. Iceland-Sena

 3.38.2.1.5.1 2020-06-05-MONMAN-Sena_-DA-Iceland-(FE).pdf

 3.38.2.1.5.2 2021-08-03-MONMAN-Sena_Iceland - NOA-FE.pdf

 3.38.2.1.6. Indonesia-Prima

 3.38.2.1.6.1 2020-06-12-MONMAN-PT_Prima-Indonesia-DA- FE.pdf

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 3.38.2.1.7. LatAm & Spain

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 3.38.2.1.7.2 2022-12-12 Monkey Man - Extension Notice - Sun - Dec 12 2022-FFC.pdf

 3.38.2.1.7.3 20220419 Notice of Assignment - Sun (Comerica - Bron - Monkey Man fully executed.pdf

 3.38.2.1.8. Poland-Monolith

 3.38.2.1.8.1 2021-03-18-MONMAN-Monolith__DA-_Poland-FE.pdf

 3.38.2.1.8.2 2022-12-12 Monkey Man - Extension Notice - Monolith - Dec 12 2022.pdf

 3.38.2.1.8.3 Monolith (Money Man, Poland) NoA - FE.pdf

 3.38.2.2. Netflix

-  3.38.2.2.1 2021-07-13-MONMAN-NETFLIX-Charge and Deed of Assignment-FE.pdf
-  3.38.2.2.2 2021-07-14-MONKEY MAN - Netflix License Agreement - FE.pdf
-  3.38.2.2.3 2022-01-04-MM NPA - 1st Amendnt DD-FE.pdf
-  3.38.2.2.4 2022-06-14-Amendment #2 to the License-Monkey Man (FE).pdf
-  3.38.2.2.5 2023-02-01 Kid Unknown Holdings Ltd. - Monkey Man - Amendment #3 to License Agreement - FE.pdf
-  3.38.2.2.6 2023-04-28 Kid Unknown Holdings Ltd. - Monkey Man - Amendment #4 to License Agreement - FE.pdf

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 3.38.3.1.1. Closing Binder

-  3.38.3.1.1.1 00. Closing Set Index.pdf
-  3.38.3.1.1.2 01. Loan and Security Agreement [Executed].pdf
-  3.38.3.1.1.3 02. Note [Executed].pdf
-  3.38.3.1.1.4 03. Borrowing Request No. 1 [Fully Executed].pdf
-  3.38.3.1.1.5 04.(A). DC UCC Lien Searches and UK Companies House Searches - Kid Unknown Holdings Ltd.pdf
-  3.38.3.1.1.6 04.(B). DC UCC Lien Searches and UK Companies House Searches - Neon Club Productions Ltd..pdf
-  3.38.3.1.1.7 04.(C). DC UCC Lien Searches and Australian PPSR Searches - Onion Films Pty Limited.pdf
-  3.38.3.1.1.8 04.(D). DC UCC Lien Searches and Singapore Lien Searches - Infinite Frameworks Pte Limited.pdf
-  3.38.3.1.1.9 04.(E). DC UCC Lien Searches and India Searches - ITOP Film Productions.pdf
-  3.38.3.1.1.10 04.(F). DC UCC Lien Searches and UK Companies House Searches - Bron Studios UK Ltd.pdf
-  3.38.3.1.1.11 04.(G). UCC Lien Searches and Singapore Searches - Xeitgeist Entertainment Group Pte Ltd.pdf
-  3.38.3.1.1.12 04.(H). DC UCC Lien Searches and Singapore Searches - S'YA Concept Pte Ltd.pdf
-  3.38.3.1.1.13 04.(I) CA UCC Lien Searches - Big Ears Productions, Inc..pdf
-  3.38.3.1.1.14 04.(J). CA UCC Lien Searches - Samarth Sahni.pdf
-  3.38.3.1.1.15 05.(A). Payoff Letter - Creative Wealth [Executed].pdf
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-  3.38.3.1.1.19 08.(A). UK Deed of Debenture [Executed].pdf
-  3.38.3.1.1.20 08.(B). UK Share Charge - Kid Unknown {Executed}.pdf
-  3.38.3.1.1.21 08.(C). UK Share Charge - Neon Club [Executed].pdf
-  3.38.3.1.1.22 08.(D).(i). STF - Kid Unknown Holdings Ltd.pdf
-  3.38.3.1.1.23 08.(D).(ii). STF -Neon Club Productions Ltd.pdf
-  3.38.3.1.1.24 08.(E). UK Account Charge - Monkey Man [Executed].pdf
-  3.38.3.1.1.25 08.(F). UK Notice and Acknowledgement of Charge -
Monkey Man [Executed].pdf
-  3.38.3.1.1.26 10.(A). Blocked Account and Control Agreement - Freeway
Account [Executed].pdf
-  3.38.3.1.1.27 10.(B). Security Agreement - Freeway CAM [Executed].pdf
-  3.38.3.1.1.28 10.(C). UCC-1 Freeway CAM [Filed].pdf
-  3.38.3.1.1.29 11.(A). Amended and Restated Laboratory Pledgeholder
Agreement - Artisan [Executed].pdf
-  3.38.3.1.1.30 11.(B). Supplemental Memorandum - Stage 23
[Executed].pdf
-  3.38.3.1.1.31 12. Power of Attorney [Executed].pdf
-  3.38.3.1.1.32 13.(A). Production Package and Endorsements.pdf
-  3.38.3.1.1.33 13.(B). E&O Certificate and Endorsement.pdf
-  3.38.3.1.1.34 14.(A). Notice to Insurer - QBE [Executed].pdf
-  3.38.3.1.1.35 14.(B). Notice to Insurer - Chubb [Executed].pdf
-  3.38.3.1.1.36 15. Assignment of Rights (Endeavor Content-Monkey Man)
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-  3.38.3.1.1.37 17.(A). Copyright Mortgage and Assignment - Borrower
[Filed].pdf
-  3.38.3.1.1.38 17.(B). Copyright Mortgage and Assignment - UK PSC
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-  3.38.3.1.1.39 18. Completion Guaranty [Executed].pdf
-  3.38.3.1.1.40 18.(A) Loss Payee Endorsement.pdf
-  3.38.3.1.1.41 19. Completion Agreement.pdf
-  3.38.3.1.1.42 20. Sales Agency Agreement.pdf
-  3.38.3.1.1.43 21. Assignment and Novation Agreement.pdf
-  3.38.3.1.1.44 22. Amendment Agreement to Sales Agency Agreement.pdf
-  3.38.3.1.1.45 23. Sales Agent Licensing and Delivery Agreement
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-  3.38.3.1.1.46 24. Netflix License Agreement.pdf
-  3.38.3.1.1.47 25. Payment Agreement - Netflix.pdf

-  3.38.3.1.1.48 26.(A). Production Services Agreement - UK PSC.pdf
-  3.38.3.1.1.49 26.(B). Production Services Agreement - AU PSE.pdf
-  3.38.3.1.1.50 26.(C). Production Services Agreement - Singapore PSE.pdf
-  3.38.3.1.1.51 26.(D). Production Services Agreement - India PSE.pdf
-  3.38.3.1.1.52 27. Budget.pdf
-  3.38.3.1.1.53 28. Cash Flow Schedule.xlsx
-  3.38.3.1.1.54 29. Production Schedule.pdf
-  3.38.3.1.1.55 30. Screenplay.pdf
-  3.38.3.1.1.56 31(A). Sole Director Certificate - Kid Unknown Holdings Ltd.pdf
-  3.38.3.1.1.57 32.(A). Sole Director Certificate - Neon Club Productions, Ltd.pdf
-  3.38.3.1.1.1. 16. Chain of Title Documents
 -  3.38.3.1.1.1.1 00. Chain of Title Index (Comerica-Bron-Monkey Man).pdf
 -  3.38.3.1.1.1.2 A. Angunawela Writer Agreement.pdf
 -  3.38.3.1.1.1.3 A.(a). Amendment No.1 to Writing Agreement.pdf
 -  3.38.3.1.1.1.4 B. Collaboration and Ownership Agreement.pdf
 -  3.38.3.1.1.1.5 B.(a). Amendment No. 1 to Collaboration Agreement.pdf
 -  3.38.3.1.1.1.6 C. Settlement Agreement and Mutual Release.pdf
 -  3.38.3.1.1.1.7 D. Collee Writer Agreement.pdf
 -  3.38.3.1.1.1.8 D.(a). Amendment to Collee Writing Agreement.pdf
 -  3.38.3.1.1.1.9 E. JV Agreement.pdf
 -  3.38.3.1.1.1.10 E.(a). JV Agreement #2.pdf
 -  3.38.3.1.1.1.11 E.(b). JV Transfer Agreement.pdf
 -  3.38.3.1.1.1.12 F. Assignment and Assumption Agreement (Xeitgeist).pdf
 -  3.38.3.1.1.1.13 G. Assignment and Assumption Agreement (S'YA).pdf
 -  3.38.3.1.1.1.14 G.(a). Amendment No. 1 to S'YA Assignment Agreement.pdf
 -  3.38.3.1.1.1.15 G.(i). Proof of Payment of Assignment Fee.pdf
 -  3.38.3.1.1.1.16 H. Assignment Agreement (S'Ya, Big Ears, Sahni, Kid Unknown).pdf
 -  3.38.3.1.1.1.17 H.(a). Amendment No. 1 to Assignment Agreement.pdf

 3.38.3.1.1.1.18 I. Certificate of Ownership of Results and Proceeds.pdf

 3.38.3.1.1.1.19 J. Copyright Report.pdf

 3.38.3.1.1.1.20 K. Title Report.pdf

 3.38.3.1.1.1.21 L. Form PA (Screenplay).pdf

 3.38.3.1.1.1.22 N. Chain of Title Opinion.pdf

 3.38.3.1.2. IPA Amendments

 3.38.3.1.2.1 2022-01-04 MM IPA - 1st Amendnt DD-FE.pdf

 3.38.3.1.2.2 2022-12-16 MM Endeavor Sales Agent Lic & Del Agt - 3rd Amendnt DD (FFC Exec) EX BRON.pdf

 3.38.3.1.2.3 2023-04-28 MM WME_Endavor SA Lic & Del Agt - 4th Amend DD (FE).pdf

 3.38.4. Sales Agency Agreements

 3.38.4.1 2018-10-25-MM-SAA Endeavor Thunder Road FE.pdf

 3.38.4.2 2020-03-20-MONMAN-Endeavor-SAA Assignment- Execution Copy (FE).pdf

 3.38.4.3 2021-07-29-MONMAN- Endeavor Assignment of Rights-4819-4459-0835, 2-FINAL-FE.pdf

 3.38.4.4 2021-08-24-MM-SAA Amendment- JB International aka Endeavor Content signature-FE.pdf

 3.38.5. Tax Credit

 3.38.5.1 2022-06-16-Opinion - PDV Opinion lender.pdf

 3.38.6. COT

 3.38.6.1 Exhibit 1 - Angunawela Writer Agreement.pdf

 3.38.6.2 Exhibit 1.1 - Angunawela Acknowledgement of fee and advance.pdf

 3.38.6.3 Exhibit 1.2 - Angunawela Advance POP.PNG

 3.38.6.4 Exhibit 2 - Collaboration Agreement.pdf

 3.38.6.5 Exhibit 3 - Settlement Agreement.pdf

 3.38.6.6 Exhibit 3.1 - Settlement fee POP.pdf

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 3.38.6.9 Exhibit 6 - Collee Writer Agreement.pdf

 3.38.6.10 Exhibit 6.1 - Collee synopsis and first draft POP.PDF

 3.38.6.11 Exhibit 6.2 - Collee Production Bonus POP.pdf

 3.38.6.12 Exhibit 7 - JV Agreement #1.pdf

 3.38.6.13 Exhibit 8 - JV Agreement #2.pdf

 3.38.6.14 Exhibit 9 - JV Transfer.pdf

 3.38.6.15 Exhibit 9.1 - JV Transfer Xeitgeist acknowledgement of receipt.pdf

-  3.38.6.16 Exhibit 10 - Assignment #1.pdf
-  3.38.6.17 Exhibit 11 - Assignment #2.pdf
-  3.38.6.18 Exhibit 11.1 - 2020-03-10-MM-SYA assignment POP.pdf
-  3.38.6.19 Exhibit 11.2 - 2021-01-27-MM-SYA Prod Fee and Investment Premium Fee 173k + 50k POP.pdf
-  3.38.6.20 Exhibit 12 - Assignment #3.pdf
-  3.38.6.21 Exhibit 12.1 - Big Ears Dev Patel POP.pdf
-  3.38.6.22 Exhibit 12.2 - Samarth Sahni POP.pdf
-  3.38.6.23 Exhibit 12.3 - Samarth Sahni POP.pdf
-  3.38.6.24 Exhibit 12.4 - Dev Patel reimbursement backup.pdf
-  3.38.6.25 Exhibit 12.4 - Dev Patel reimbursement invoice.pdf
-  3.38.6.26 Exhibit 12.4 - Dev Patel reimbursement POP.pdf
-  3.38.6.27 Exhibit 13 - Amendment #3.pdf
-  3.38.6.28 Exhibit 14 - Amendment #4.pdf
-  3.38.6.29 Exhibit 15 - Amendment #5.pdf
-  3.38.6.30 Exhibit 16 - Cobham-Hervey Certificate.pdf
-  3.38.6.31 Exhibit 17 - Officer's Certificate.pdf

 3.39. Monster

-  3.39.1 1- 2004-05-10-MON-Assignment and Assumption Agmt RCN OSE FE.pdf
-  3.39.2 1- 2004-06-01-MON-RCN Transfer Letter FE.pdf
-  3.39.3 1- 2019-07-08-MON-RCN Myers Confirmation of Lapsed Option.pdf
-  3.39.4 2 - 2002-01-14-MON-Publisher's Release FE.pdf
-  3.39.5 2 - 2012-01-02-MON-Book Option Purchase Agmt-Myers-OSE FE.pdf
-  3.39.6 3 - 2014-01-29-MON-Short Form Assign-OSE Tonik FE.pdf
-  3.39.7 3- 2019-06-20-MON-Amend to Short Form Assign OSE Tonik FE.pdf
-  3.39.8 4 - 2014-01-29-MON-Amend to Book OPA-Myers OSE FE.pdf
-  3.39.9 5 - 2015-01-23-MON-Amend to Book OPA-Myers-Tonik FE.PDF
-  3.39.10 5 - 2015-07-22-MON-Amend to Book OPA-Myers Tonik FE.pdf
-  3.39.11 5 - 2016-01-30-MON-Amend to Book OPA-Myers Tonik FE.PDF
-  3.39.12 5- 2014-08-15-MON-Constance Myers executor doc.png
-  3.39.13 6 - 2016-10-18-MON-Amend to Book OPA-Myers OSE FE.pdf
-  3.39.14 7 - 2016-03-28-MON-Acknowledgment of Receipt FE.PDF
-  3.39.15 7- 2019-06-28-MON-Link between Miriam Altsuler and Estate.pdf
-  3.39.16 8 - 2012-08-01-MON-Writer Agmt-Tonik Radha FE.PDF
-  3.39.17 8 - 2016-10-31-MON-Writer Agmt Termination-Tonik Radha FE.pdf
-  3.39.18 8- 2013-04-18-MON-Blank Termination Notice.pdf
-  3.39.19 8- MON-Radha Blank-Proofs of Payment.pdf
-  3.39.20 9 - 2013-06-05-MON-Writing Agmt-Tonik Wiley FE.PDF

-  3.39.21 9 - 2017-02-10-MON-Writing Agreement-Amend 1-Tonik Wiley FE.pdf
-  3.39.22 9- 2013-09-03-MON- Cole Wiley Payments.pdf
-  3.39.23 9- 2017-10-10-MON-Cole Wiley Heygood-Additional Writing Svcs POP.pdf
-  3.39.24 9- 2017-12-15-MON-Cole Wiley Heygood Production Bonus POP.pdf
-  3.39.25 10 - 2016-07-21-MON-Amend Short Form Assign Book OPA-Tonik Harmon FE.pdf
-  3.39.26 10 - 2016-07-21-MON-Short Form Assign Book OPA-Tonik Harmon FE.pdf
-  3.39.27 10- 2016-07-21-MON-Amend Short Form Assignment of OPA-Tonik Harmon FE.pdf
-  3.39.28 11 - 2016-07-21-MON-Short Form Assign Blank-Tonik Charlevoix Harmon FE.pdf
-  3.39.29 12 - 2016-07-21-MON-Short Form Assign Wiley-Tonik Charlevoix Harmon FE.pdf
-  3.39.30 12- 2019-06-20-MON-Amend Short Form Assign Wiley-Tonik Harmon FE.pdf
-  3.39.31 13- 2016-10-17-MON-Amendment to Short Form Assign of OPA Tonik to Harmon Monster FE.pdf
-  3.39.32 14 - 2016-04-27-MON-Polish Agmt-Janece Shaffer FE.pdf
-  3.39.33 14 - 2019-06-12-MON-Credit Amend to Polish Agmt-Janece Shaffer FE.pdf
-  3.39.34 14- 2016-04-11-MON-Proof of Payment Rewrite J Shaffer.pdf
-  3.39.35 14- 2016-05-26-MON-Proof of Payment Polish J Shaffer.pdf
-  3.39.36 15 - 2016-08-24-MON-FormPA Registration Screenplay.pdf
-  3.39.37 2012-06-28-MON-Assignment and Asupion-OSE Tonik FE.pdf
-  3.39.38 2016-12-12-MON-Short Form Assign-TPC NBC FE.pdf
-  3.39.39 2019-06-21-MON- USCO Screenplay copyright registration correction.pdf
-  3.39.40 Shortform Assign Amend-Harmon Monster-Tonik Executed-(FE).pdf
-  3.39.41 #1044.pdf
-  3.39.42 1- 2002-02-06-MON-RCN Myers Option Agmt FE.pdf
-  3.39.43 1- 2004-02-12-MON-RCN Myers Option Amendment FE.pdf
-  3.39.44 1- 2004-03-11-MON-RCN Myers Option Amendment FE.pdf
-  3.39.1. CAMA
 -  3.39.1.1 195-2017-09-07-MON-CAMA FE.pdf
 -  3.39.1.2 2021-12-16 MONSTER - 1st Amend to CAMA-FE.pdf
 -  3.39.1.3 2022-04-08 Monster - collection statement no. 3 - through March 31, 2022.pdf
-  3.39.2. Distribution Agreements
 -  3.39.2.1. Kanopy
 -  3.39.2.1.1 2021-08-11-MON-Kanopy License Agmt-FE.pdf
 -  3.39.2.2. Netflix

 3.39.2.2.1 2020-09-22-MONS-License Agrmt-Netflix Execution Version- FE.pdf

 3.39.3. Financing

 3.39.3.1. Capstone

 3.39.3.1.1 15 -2016-11-07-MON-CopyrightMort-Amended(FE).pdf

 3.39.3.1.2 17 - 2016-10-31-MON-Capstone LSA FE.pdf

 3.39.3.1.3 21 - 2016-8-18-MON-SecurityAgt (FE).pdf

 3.39.3.2. Charlevoix

 3.39.3.2.1 27 - 2016-10-31-MON-CharlevoixLSA FE.pdf

 3.39.3.2.2 MON - Copyright Mtg - Short Form Amend - Charlevoix FE.pdf

 3.39.3.3. Crowne

 3.39.3.3.1 70-2016-10-31-MON-CrownLSA FE.pdf

 3.39.3.4. CWMF

 3.39.3.4.1 2016-08-18-MON-LSA-CW Finance FE.pdf

 3.39.3.4.2 51 - 2016-09-26-MON-CopyrightMort-CWF FE.pdf

 3.39.3.4.3 55-2016-08-18-MON-SecurityAgt-CWF FE.pdf

 3.39.3.4.4 a - 2016-08-16-MON-Copyright Mort CWMF LLC FE.pdf

 3.39.3.5. CWML Closing Binder

 3.39.3.5.1 36 -2016-09-26-MON-CopyrightMort-CWML -(FE).pdf

 3.39.3.5.2 37 - 2016-08-18-MON-LSA-CWML-(FE).pdf

 3.39.3.5.3 38 -2016-09-26-MON-PowerofAttorney-CWML-(FE).pdf

 3.39.3.5.4 39 -2016-12-13-MON-PromissoryNote-CWML-(FE).pdf

 3.39.3.5.5 41 -2016-11-09-MON-BorrowingCertif-CWML (FE).pdf

 3.39.3.5.6 50 - 2016-11-9-MON-Borrowing Cert- CWMF- (\$300K)- (FE).pdf

 3.39.3.5.7 50-2016-09-22-MON-Borrowing Cert-CWMF- (\$200)-(FE).pdf

 3.39.3.5.8 50-2016-09-29-MON-Borrowing Cert-CWMF- (\$250K)-(FE).pdf

 3.39.3.5.9 50-2016-10-05-MON-Borrowing Cert- CWMF- (\$500K)-(FE).pdf

 3.39.3.5.10 51-2016-09-26-MON-Copyright Mort-CWMF-(FE).pdf

 3.39.3.5.11 52 -2016-08-18-MON-LSA- CWMF(FE).pdf

 3.39.3.5.12 53 -2016-09-26-MON-POA-CWMF -(FE).pdf

 3.39.3.5.13 54 -2016-12-12-MON-PromissoryNote-CWMF-(FE).pdf

 3.39.3.5.14 55-2016-08-18-MON-SecurityAgt-CWMF-(FE).pdf

 3.39.3.5.15 80-2016-11-10-MON-InterpartyAgreement-(FE).pdf

 3.39.3.6. LinneaRoberts

 3.39.3.6.1 63 -2016-8-18-MON-Roberts-LSA FE.pdf

 3.39.4. Sales Agency Agreements

 3.39.4.1 2017-05-03-MON-WME SSA FE.PDF

 3.39.5. COT

- 3.40. Mule, The
 - 3.40.1. Financing
 - 3.40.1.1 BRON Creative WB 1, LLC Final Documents.zip
 - 3.40.1.2 WB Slate Fund Structure.pdf
 - 3.40.2. WB Agreement
 - 3.40.2.1 BRON Studios Slate Co-Finance Agreement (FE).pdf
 - 3.40.2.2 CWML Guaranty (FE).pdf
 - 3.40.3. Studio Statement
 - 3.40.3.1 20230331 The Mule WB Statement 33.pdf
- 3.41. Layover, The
 - 3.41.1. CAMA
 - 3.41.1.1 2019-02-07-Layover- CAMA-(FE).pdf
 - 3.41.1.2 2023-06-23 The Layover - Collection Statement - 13 - through May 31, 2023.pdf
 - 3.41.2. Distribution Agreements
 - 3.41.2.1 2017-06-13-LAY-License Agmt-HBO (FE).pdf
 - 3.41.2.2 2017-08-08-LAY-Acquisition Agreement-Universal FE.PDF
 - 3.41.2.3 2017-10-24-LAY-Distribution Agmt-Vertical Entertainment (FE).pdf
 - 3.41.2.4 FE The Layover Notice of Assignment - Vertical & HBO (FE).PDF
 - 3.41.3. Financing Documents
 - 3.41.3.1 2015-03-16-Layover-Copyright Mortgage-LLC- (FE).pdf
 - 3.41.3.2 2015-03-16-Layover-LSA-(FE).PDF
 - 3.41.3.1. Equity
 - 3.41.3.1.1 LAY - Ben & Cindy Chereskin Equity Financing Agmt (PE).pdf
 - 3.41.3.1.2 LAY - Bill & Tina Wardrop Equity Financing Agmt (FE).pdf
 - 3.41.3.1.3 LAY - Genevieve Thiers Equity Financing Agmt (FE).pdf
 - 3.41.3.1.4 LAY - Katherine Hunkler Equity Financing Agmt (FE).pdf
 - 3.41.3.1.5 LAY - Page Lea Equity Financing Agmt (FE).pdf
 - 3.41.3.1.6 LAY - Patricia Cox Equity Financing Agmt (FE).pdf
 - 3.41.3.1.7 LAY - Scott and Laura Lowy Production Financing Agmt (FE).pdf
 - 3.41.3.1.8 LAY - Steve Quazzo Equity Financing Agmt (FE).pdf
 - 3.41.3.1.9 LAY - Tim & Alicia Mullen (Rantum Scoot Prods) Equity Financing Agmt (FE).pdf
 - 3.41.3.1.10 LAY - Will Hunkler Equity Financing Agmt (FE).pdf
 - 3.41.3.1.11 LAY - William H. Macy (Dog Pond Prods) Equity Financing Agmt (FE).pdf
 - 3.41.4. Sales Agent Agmt

 **3.41.4.1 FE_The Layover_WME.PDF**

 3.41.5. COT

 **3.41.5.1 Layover David Hornsby Rewrite payment 052715.pdf**

 **3.41.5.2 Layover Lance Krall Rewrite payment 052915.pdf**

 **3.41.5.3 Layover_POP_Option_Screenplay.pdf**

 **3.41.5.4 FE LAY Writer's OPA Amendment Final.pdf**

 **3.41.5.5 LAY - David Hornsby Wire confirmation of Writer Payment - WME - April 30, 2015.pdf**

 **3.41.5.6 LAY - Lance Krall Wire confirmation of Writer Payment - ICM - April 30, 2015.pdf**

 **3.41.5.7 LAY - Screenplay Assignment Agmt (FE).pdf**

 **3.41.5.8 LAY - Screenplay OPA David Hornsby & Lance Krall FINAL (FE).pdf**

 3.42. Leave No Trace

 3.42.1. Distribution Agreements

 3.42.1.1. Bleecker St - US

 **3.42.1.1.1 2018-06-04 - LNT - Bleecker Dist Agmt 8 w DS (FE).pdf**

 3.42.1.2. Condor - France

 **3.42.1.2.1 2018-12-11-LNT- Distribution Agreement- Condor (FE).pdf**

 3.42.1.3. Sony - ROW

 **3.42.1.3.1 2018-04-24 - LEAVE NO TRACE.Distribution Agreement.v6.clean.FINAL (FE).pdf**

 3.42.2. Financing

 **3.42.2.1 2017-04-10-MyABAN-GSA(FE).pdf**

 **3.42.2.2 2017-04-28-IntercreditorAgt-FE.pdf**

 **3.42.2.3 2017-0428MABLSAFirstLookFE.pdf**

 **3.42.2.4 20170410MyABANCopyrightMor(FE).pdf**

 **3.42.2.5 51 - 2017-03-29-MAB-LSA BCC FE.PDF**

 **3.42.2.6 52 - 2017-04-11 - GSA-My Abandonment(FE).pdf**

 **3.42.2.7 55 - 20170412CopyrightMortg&AssignMyAban(FE).pdf**

 3.43. Licorice Pizza

 **3.43.1 230531 Licorice Pizza MGM Statement 14.pdf**

 3.43.1. MGM Agreement

 **3.43.1.1 MGM Slate 2 Term Sheet -- FE.pdf**

 3.43.2. Studio Statement

 3.44. Loudmouth

 3.44.1. Distribution Agreements

 3.44.1.1 Loudmouth_Deal_Memo (FE) (2).pdf

 3.44.2. Financing

 3.44.2.1 2021-09-27-LDMTH-CWMF-Term Sheet v1-FE.pdf

 3.44.2.2 2021-11-24-LDMTH-BRON_Investor_Agmt-FE.pdf

 3.44.3. Sales Agency Agreements

 3.44.3.1 2021-11-24-LDMTH-SAA-FE.pdf

 3.44.3.2 2022-07-13-LOUDMOUTH-SAA Amend - US Fee & WW Split_FE.pdf

 3.44.3.3 72126260v1 - Loudmouth Termination Agreement - Executed [September 11, 2023].PDF

 3.44.4. COT

 3.44.4.1 NAN_MaterialsReleaseExecuted.pdf

 3.44.4.2 Rev_Sharpton_doc_-
_Rights_Assignment_to_Loudmouth_Documentary__LLC-2.pdf

 3.44.4.3 RevSharpton_FullySignedAgrmnt_010819.pdf

 3.44.4.4 Sharpton-Mass Appeal Appearance Release.12.1.17
Amended.3signed.pdf

 3.45. Lullaby

 3.45.1. CAMA

 3.45.1.1 130415 Lullaby CAMA executed.pdf

 3.45.1.2 180914 Lullaby Amendment CAMA - executed.pdf

 3.45.2. Distribution Agreements

 3.45.2.1 2012-04-11-Lullaby-DA-AVEnterprises-Greece.pdf

 3.45.2.2 China - Shanghai Jushi - Lullaby.pdf

 3.45.2.3 Eastern Europe - A Company - Lullaby.pdf

 3.45.2.4 Iceland - Myndform - Lullaby.pdf

 3.45.2.5 Israel - GEM - Forum - Lullaby.PDF

 3.45.2.6 Latin America - DA (LUL).pdf

 3.45.2.7 Middle East - Phars Film - Lullaby.pdf

 3.45.2.8 Portugal - FTVH - Lusomundo - Lullaby.pdf

 3.45.2.9 Scandinavia - Nordisk - Lullaby.pdf

 3.45.2.10 South Africa -Nu Metro - Lullaby.pdf

 3.45.2.11 South Korea - GEM - Noori - Lullaby.PDF

 3.45.2.12 Turkey - Aqua Group - Lullaby.pdf

 3.45.2.13 UK-Kaleidoscope-Lullaby.pdf

 3.45.2.14 USA - ARC Entertainment - Lullaby.pdf

 3.45.2.15 Lullaby-EEAP-DM (fully executed initialed).pdf

 3.45.3. Financing

 3.45.3.1 Copyright Mortgage & Assignment.Lullaby_fullyex.pdf

-  **3.45.3.2 CWF Notice of Assignment - Lullaby v3 6-18-12 (FE).pdf**
 -  **3.45.3.3 GSA - Lullaby - MHC v2 Execut 6-06-12 (FE).pdf**
 -  **3.45.3.4 ICA - Lullaby v6 Executable 6-19-12 (PE-MHC, LP & LNY).pdf**
 -  **3.45.3.5 LSA - MHC -w- Lullaby v4 Execut 6-19-12 (FE).pdf**
-  **3.45.4. Sales Agency Agreements**
 -  **3.45.4.1 2016-11-28 - Termination Notice - Lullaby - Radiant v3 (FE).pdf**
 -  **3.45.4.2 Lullaby SAA (FE).pdf**
-  **3.45.5. COT**
 -  **3.45.5.1 Lullaby.PurchaseAgreement.Fully Executed.pdf**
 -  **3.45.5.2 proofofpayment_ALreceived.pdf**
 -  **3.45.5.3 SL Release(signed).pdf**
-  **3.46. Man From Toronto, The**
 -  **3.46.1 Man From Toronto - Term Sheet - FE.pdf**
-  **3.46.1. Studio Statement**
 -  **3.46.1.1 20221231 Man From Toronto SONY Statement 1.pdf**
-  **3.47. Meadowland**
 -  **3.47.1 Chain of Title Opinion_ Meadowland_signed[1].pdf**
 -  **3.47.2 Meadowland - Screenplay Purchase Agreement - FE.pdf**
 -  **3.47.3 MLand - One Picture License (FE).pdf**
 -  **3.47.4 DCS Assignment.Meadowland_proof of filing.pdf**
 -  **3.47.5 Meadowland Purchase Price Check - Rossi - Screenplay.pdf**
-  **3.47.1. CAMA**
 -  **3.47.1.1 ML - CAMA 150804 (FE).pdf**
 -  **3.47.1.2 180131 ML CAMA Statement 3.pdf**
-  **3.47.2. Distribution Agreements**
 -  **3.47.2.1 2016-01-20-Meadowland-SONY Distro Agmt - ROW - FE.pdf**
 -  **3.47.2.2 Cinedigm - North Am - Meadowland -- Distribution Agreement - FE.pdf**
 -  **3.47.2.3 Turkey - Calinos - Meadowland - Deal Memo.pdf**
-  **3.47.2.1. Sony Distributor Statement**
 -  **3.47.2.1.1 230430 Meadowland SONY Statement 15.pdf**
-  **3.47.3. Financing**
 -  **3.47.3.1 ML - CWMF LSA FINAL2 (FE).pdf**
 -  **3.47.3.2 ML - Itaca Financing Agreement (FE).pdf**
 -  **3.47.3.3 ML - LaLaSelig Films Financing Agreement (FE).pdf**
-  **3.47.4. COT**
-  **3.48. Miss Julie**



3.48.1. Distribution Agreements



3.48.1.1 Australia-Umbrella-Miss Julie - DM.PDF



3.48.1.2 Canada-DM-Miss Julie-WildBunch.pdf



3.48.1.3 MissJuliePoland-.pdf



3.48.1.4 Romania-Independenta-Miss Julie - DA.PDF



3.48.1.5 Taiwan - DM (MJ).pdf



3.48.1.6 Teleview - Middle East - Miss Julie - DM.PDF



3.48.1.7 USA-WreckinHill-Miss Julie - DA.PDF



3.48.2. Financing



3.48.2.1 Copyright Mortgage & Assign - Miss J v1 4-03-13 (FE).pdf



3.48.2.2 LSA - MHC -w- Miss Julie v7 Executable 4-18-13 (FE).pdf



3.48.2.3 MHC Deed of Security Assignment and Charge- fully signed and dated .pdf



3.48.3. Sales Agency Agreements



3.48.3.1 2018-06-05 - SAA Miss Julie v2 (FE).pdf



3.48.4. COT



3.48.4.1 One Picture Licence _ Miss Julie.pdf



3.49. Pathway, The



3.49.1 2022-04-16 TNT Acceptance of Air Master.pdf



3.49.2 2022-04-14-PATHWAY-Licensing Agmt-TNT BRON NBA v1 AD RL.docx



3.49.1. Financing Agmts



3.49.1.1 2021-05-10-PTHWY-CWMF-Term Sheet FINAL (FE).pdf



3.49.2. NBA Agmt



3.49.2.1 2021-05-10-PTHWY-NBA Letter Agmt-FINAL (FE).pdf



3.49.3. TNT



3.50. Phenom, The



3.50.1. CAMA



3.50.1.1 150710 Phenom CAM Agreement revised Fully signed.pdf



3.50.1.2 161024 Phenom Amendment to the CAMA FINAL Fully signed.pdf



3.50.1.3 210415 interim Stat 12 - from February 1, 2020 through March 31, 2021 - Phenom.pdf



3.50.2. Distribution Agreements



3.50.2.1 2014-11-20-Phenom-DA-Lusmundo-Portugal.pdf



3.50.2.2 2014-11-20-Phenom-DA-MidEast.pdf



3.50.2.3 2015-02-19-Phenom-DA-Transmission-ANZ.pdf



3.50.2.4 2015-03-19-Phenom-DA-SunDistro-LatAm.pdf



3.50.2.5 2015-04-29-Phenom-DA-AquaGroup-Turkey.pdf

-  **3.50.2.6 2016-12-09-Phenom-DA-Signature-UK.pdf**
-  **3.50.2.7 Phenom LFA signed D FILMS.pdf**
-  **3.50.2.8 2016-12-08 - Phenom NOA Amendment - Revised MG - Canada (FE).pdf**
-  **3.50.2.1. USA**
 -  **3.50.2.1.1 RLJ DISTRIBUTION AGREEMENT - FULLY EXECUTED.pdf**

-  **3.50.3. Financing**
 -  **3.50.3.1 2014-12-02 LSA - MHC - Phenom v2 (FE).pdf**
 -  **3.50.3.2 4 - 2014-12-02 - Copyright Mortgage & Assign - Phenom v1 (FE).pdf**
 -  **3.50.3.3 5 - The Phenom - General Security Agmt v2 (FE).pdf**
 -  **3.50.3.4 7 - 2014-12-03 - ICA - Phenom - MHC-Houndstooth v2 (FE).pdf**

-  **3.50.4. Sales Agency Agreements**

- **3.51. Phil**

-  **3.51.1. CAMA**
 -  **3.51.1.1 160303 Phil, Executed CAMA.PDF**
 -  **3.51.1.2 2019-09-25-Phil-1st Amendment to CAMA (FE).pdf**

- **3.51.2. Distribution Agreements**

-  **3.51.2.1. Quiver**
 -  **3.51.2.1.1 2018-11-27 - Phil - Bron Distribution Agreement v3 Clean (FE).pdf**
-  **3.51.2.2. SPWA**
 -  **3.51.2.2.1 PHILOSOPHY OF PHIL.Distribution Agreement.v2.clean.FINAL.
(FE)pdf.pdf**
 -  **3.51.2.2.1. Amendments**
 -  **3.51.2.2.1.1 2019-04-29 - PHIL Amend to Distribution Agreement v1
FINAL (PE-Phil).pdf**

- **3.51.3. Financing**

-  **3.51.3.1. CWMF**
 -  **3.51.3.1.1 2015-10-08-PHIL - CW-LSA- (FE).pdf**
 -  **3.51.3.1.2 2015-10-08-PHIL - Phil Inc - Copyright Mortgage-notarized (FE).pdf**
 -  **3.51.3.1.3 2015-10-08-PHIL - Phil LLC - Copyright Mortgage-notarized-
(FE).pdf**
-  **3.51.3.2. Imperative**
 -  **3.51.3.2.1 2019-03-05-PHIL-Imperative Loan Agmt Amendment FE.pdf**
 -  **3.51.3.2.2 PHIL - Imperative Copyright Mortgage and Assignment - Power of
Attorney - Phil Inc (FE).pdf**
 -  **3.51.3.2.3 PHIL - Imperative General Security Agreement (FE).pdf**

- **3.51.4. COT**

 **3.51.4.1 FE Assignment Agreement Bron Studios USA to Phil Productions LLC.pdf**

 **3.51.4.2 PHIL - Option and Purchase Agmt (FE).pdf**

 **3.51.4.3 2015-10-14-PHIL-CIPO-Screenplay Reg.pdf**

 **3.51.4.4 2015-10-31-PHIL-USCO Screenplay Reg.pdf**

 3.52. Pieces of a Woman

 3.52.1. CAMA

 **3.52.1.1 2021-08-10 Pieces of a Woman - CAMA-FE.pdf**

 **3.52.1.2 2023-07-04 Pieces of a Woman - collection statement no. 1 - through June 30, 2023.pdf**

 3.52.2. Distribution Agreements

 3.52.2.1. Netflix

 **3.52.2.1.1 2020-11-02-Pieces of a Woman - License Agreement - FE.pdf**

 **3.52.2.1.2 Standard Terms - Pieces of a Woman.pdf**

 3.52.3. Financing

 3.52.4. Sales Agency Agreements

 3.52.5. COT

 **3.52.5.1 Exhibit 3 - Screenplay Purchase Agreement.pdf**

 **3.52.5.2 Exhibit 4 - Assignment.pdf**

 **3.52.5.3 Exhibit 5 - Rescission.pdf**

 **3.52.5.4 Exhibit 6 - Holding Screenplay Purchase Agreement.pdf**

 **3.52.5.5 Exhibit 7 - Canada PSA.pdf**

 **3.52.5.6 Exhibit 8 - International PSA.pdf**

 **3.52.5.7 Exhibit 9 - Amendment #1.pdf**

 **3.52.5.8 Exhibit 1 - Proton Option Agreement.doc**

 **3.52.5.9 Exhibit 2 - Termination Notice.pdf**

 3.53. Playground

 3.53.1. Financing

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 3.65. Supremacy

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-  3.65.2.4 Former Yugoslavia - Investacommerce - Supremacy - DA.pdf
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 -  **3.66.1.2 2021-02-16-SURR-MGM Security Agmt FE.PDF**
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 -  **3.66.2.1.1 2021-02-09-SURR-Subsidiary Assumption and Joinder Agreement - Surrounded Productions USA Inc. -FE.pdf**
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 -  **3.66.2.2.3 2022-08-31-SURR-CWML LSA Amend No 2 v1 (FE).pdf**
 -  **3.66.2.2.4 General Security Agreement - Surrounded Holdings USA - CWML - Surrounded-FE.pdf**
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 -  3.66.3. Tax Credit
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 -  3.66.4. COT
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-  3.67. Survivor, The
 -  3.67.1. CAMA
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-  **3.67.1.2 2021-08-06 Forest Road-LOD to Freeway-FE.pdf**
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 3.67.2.1.4. China

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 -  **3.67.2.1.24.1 2022-05-09 Metropolitan_(Survivor_France)_DA_-_FE).pdf**
 -  3.67.2.1.24.1. Notices
 -  **3.67.2.1.24.1.1 2022-07-25 Metropolitan Filmexport_THE SURVIVOR_NOD(WME).docx**
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 -  **3.67.2.1.25.1 2022-08-15 SURVIVOR - Empire_South Africa DA-FE.pdf**
-  3.67.2.1.26. Greece
 -  **3.67.2.1.26.1 spentzos-the-survivor-greece-da--0851bcd716.pdf**
-  3.67.2.2. 250-Domestic

-  3.67.2.2.1. HBO
 -  3.67.2.2.1.1 2022-01-27-SURV-License Agreement (HBO) FINAL (FE).pdf
 -  3.67.2.2.1.1. Delivery Schedule
 -  **3.67.2.2.1.1.1 The Survivor - deliverables.msg**
 -  3.67.2.2.1.2. Drafts
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 -  3.67.2.2.1.3. Issue Lists
 -  **3.67.2.2.1.3.1 2021-10-12-SURV-HBO License Issue List AD.docx**
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 -  **3.67.2.2.1.4.1.1 2021-10-22-SURV-License Agreement (HBO) v2 AD RL.docx**
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 -  3.67.2.2.1.5. NDL
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 -  **3.67.2.2.1.5.1.1 2022-01-07-HH-Survivor-HBO - Comerica - Payment and Non-Disturbance Agreement.DOCX**
 -  **3.67.2.2.1.5.1.2 2022-01-13-HH-Survivor-HBO - Survivor - Form of Non-Disturbance Agreement.DOCX**
 -  **3.67.2.2.1.5.1.3 2022-01-18-HH-Survivor-HBO - Survivor - Non-Disturbance Agreement-TPC-v1.docx**

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-  **3.67.2.2.1.5.1.5 2022-01-19-HH-Survivor-HBO - Survivor - Non-Disturbance Agreement-CW- v2.DOCX**
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-  **3.67.2.2.1.5.1.8 2022-01-21-HH-Survivor-HBO - Survivor -of Non-Disturbance Agreement -New Mandate-v1.DOCX**
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-  **3.67.3.2.1 2021-01-25-HH-Credit Amendment-CWMF FE.pdf**
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3.67.4. Sales Agency Agreements

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 3.68.1. Financing

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 3.68.2. Sony Agmt

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 3.68.3. Studio Statement

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 3.69. Rudderless

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 **3.69.2.3 2-3-2015-Rudderless-ANZ-Regency.pdf**

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3.70. Those Who Wish Me Dead

3.70.1. Distribution

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3.70.1.1. Distributor Statement

-  3.70.1.1.1 230531 TWWMD WB Statement 11.pdf

3.70.2. Financing

3.70.2.1. Cast & Crew

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3.70.2.3. CWML

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3.70.3. COT

-  3.70.3.1 Exhibit 7 - Option Agmt for Quitclaim (Fox_TWMMMD).pdf
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3.71. Trust Me

3.71.1. Distribution Agreements

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3.71.2. Financing

3.71.2.1. Amberdale

-  3.71.2.1.1 TMF - Production Financing Agreement + Copyright Mortgage
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-  **3.72. Tully**
 -  **3.72.1. CAMA**
 -  **3.72.1.1 2018-01-08 - Tully - Amended and Restated CAMA (executed effective).pdf**
 -  **3.72.1.2 2020-05-31 Tully_Collection Statement No. 18 - through May 31, 2020.pdf**
 -  **3.72.2. Distribution Agreements**
 -  **3.72.2.1. ANZ**
 -  **3.72.2.1.1 4_3_2018_DA Tully Studio Canal Australia-NZ-(FE).pdf**
 -  **3.72.2.2. Baltics**
 -  **3.72.2.2.1 DA Tully AcmeFilm Baltics (FE).pdf**
 -  **3.72.2.3. Benelux**
 -  **3.72.2.3.1 TULLY - Searchers Benelux DA (FE).pdf**
 -  **3.72.2.4. Bulgaria**
 -  **3.72.2.4.1 3_14_2018_DA Tully Vertical Bulgaria (FE).pdf**
 -  **3.72.2.5. CIS**

 **3.72.2.5.1 10_26_2017_DA Tully Paradise CIS (FE).pdf**

 3.72.2.6. Ex-Yugoslavia

 **3.72.2.6.1 3_13_2018_Amendment - Tully - Ex-Yugo - fs copy.pdf**

 **3.72.2.6.2 02. Tully - DA - Blitz Film & Video (Ex-Yugo).pdf**

 3.72.2.7. Focus

 **3.72.2.7.1 2017-12-15-TUL-Focus Distribution Agreement FE.pdf**

 3.72.2.8. France

 **3.72.2.8.1 3_29_2018_Tully - France - fs copy.pdf**

 3.72.2.9. Germany

 **3.72.2.9.1 3_29_2018_Tully - Germany - fs.pdf**

 3.72.2.10. Greece

 **3.72.2.10.1 11_8_2016_Tully - Greece - fs copy.pdf**

 3.72.2.11. Hong Kong

 **3.72.2.11.1 1_10_2018_DA Tully Sundream HK (FE).pdf**

 3.72.2.12. Iceland

 **3.72.2.12.1 DA Tully Myndform Iceland (FE).pdf**

 3.72.2.13. India

 **3.72.2.13.1 1_15_2018_DA Tully EStarsFilms India-SAARC (FE).pdf**

 3.72.2.14. Indonesia

 **3.72.2.14.1 2_1_2018_DA Tully PTAthali Indonesia (FE).pdf**

 3.72.2.15. Israel

 **3.72.2.15.1 9_5_2016_Tully-United King-Israel - fs copy.pdf**

 3.72.2.16. Japan

 **3.72.2.16.1 3_29_2018_Tully - Japan - fs.pdf**

 3.72.2.17. LatAm

 **3.72.2.17.1 3_20_2018_TUL - Sun Latin America DA (FE).pdf**

 3.72.2.18. Middle East

 **3.72.2.18.1 DA Tully EagleFilms ME (FE).pdf**

 3.72.2.19. Philippines

 **3.72.2.19.1 3_20_2018_DA Tully MVPViva Philippines (FE).pdf**

 3.72.2.20. Poland

 **3.72.2.20.1 9_5_2016_Tully - Poland - fs copy.pdf**

 3.72.2.21. Portugal

 **3.72.2.21.1 3_29_2018_Tully - Portugal - fs copy.pdf**

 3.72.2.22. Scandinavia

-  3.72.2.22.1 11_29_2016_DA Tully Scanbox Scandinavia (FE).pdf
-  3.72.2.23. South Africa
 -  3.72.2.23.1 DA Tully Ster-Kinekor-Freeway S.Africa (FE).pdf
-  3.72.2.24. South Korea
 -  3.72.2.24.1 9_5_2016_Tully - South Korea - fs.pdf
-  3.72.2.25. Switzerland
 -  3.72.2.25.1 DA Tully Elite Switzerland (FE).pdf
-  3.72.2.26. Taiwan
 -  3.72.2.26.1 3_29_2018_Tully - Taiwan - fs copy.pdf
-  3.72.2.27. Thailand
 -  3.72.2.27.1 1_2_2017_DA Tully MPictures Thailand (FE).pdf
-  3.72.2.28. Turkey
 -  3.72.2.28.1 11_29_2016_DA Tully TanweerFilms Turkey (FE).pdf
-  3.72.2.29. Vietnam
 -  3.72.2.29.1 4_26_2018_DA Tully SoundspaceInt'l Vietnam-Multi (FE).pdf
-  3.72.3. Financing
 -  3.72.3.1. CWMF
 -  3.72.3.1.1 TUL - Copyright Mortgage & Assignment - CW Finance (FE).pdf
 -  3.72.3.1.2 TUL - GSA CW Media FE.pdf
 -  3.72.3.1.3 TUL Amended and Restated Loan Agreement CW Finance (FE).pdf
 -  3.72.3.2. CWML
 -  3.72.3.2.1 TUL - Copyright Mortgage & Assignment - CW Lending (FE).pdf
 -  3.72.3.2.2 TUL Amended and Restated Loan Agreement CW Lending (FE).pdf
 -  3.72.3.2.3 TUL GSA CW LENDING FE(1).pdf
-  3.72.4. Sales Agency Agreements
 -  3.72.4.1 Tully - WME rep agreement v1. 05.18.17.pdf
-  3.72.5. COT
 -  3.72.5.1 TUL - Option Purchase Agmt - Diablo Cody with Notice of Irrevocable Authority (FE).pdf
 -  3.72.5.2 TUL - Option Purchase Agmt - Diablo Cody (FE).pdf
-  3.73. Tumbledown
 -  3.73.1. Distribution Agreements
 -  3.73.1.1 Australia New Zealand - Transmission - Tumbledown.pdf
 -  3.73.1.2 Baltics - Acme Film - Tumbledown.pdf
 -  3.73.1.3 Canada - VVS - Tumbledown.pdf
 -  3.73.1.4 CIS - Paradise,MGN - Tumbledown.pdf

-  3.73.1.5 Former Yugoslavia - Investacommerce - Tumbledown.pdf
-  3.73.1.6 Greece, Cyprus - Femeway - Tumbledown.pdf
-  3.73.1.7 Iceland - Myndform - Tumbledown.pdf
-  3.73.1.8 Indonesia - PT Prima Cinema - Tumbledown.pdf
-  3.73.1.9 Israel - GEM Ent - United King - Tumbledown.pdf
-  3.73.1.10 Latin America - Sun Distribution - Tumbledown.pdf
-  3.73.1.11 Middle East - Eagle Films - Tumbledown.pdf
-  3.73.1.12 Multiple Territory - Universal - Tumbledown.pdf
-  3.73.1.13 Poland - Anglo Marketing - Tumbledown.pdf
-  3.73.1.14 Portugal - FTVH - NOS Lusomundo - Tumbledown.pdf
-  3.73.1.15 Romania, Moldova - Programs 4 Media - Tumbledown.pdf
-  3.73.1.16 South Africa - Ster Kinekor - Tumbledown.pdf
-  3.73.1.17 South Korea - GEM - Main Title Pictures - Tumbledown.pdf
-  3.73.1.18 Spain - FTVH - Cannonball Films - Tumbledown.pdf
-  3.73.1.19 Thailand, Laos, Cambodia - M Pictures - Tumbledown.pdf
-  3.73.1.20 Turkey - Calinos Filmcilik - Tumbledown.pdf
-  3.73.1.21 US - Starz Media - Tumbledown.pdf

3.73.2. Financing

-  3.73.2.1 TD - MEZZ PromNote (FE).pdf
-  3.73.2.2 TDown - Bron Studios USA Bridge Loan Agreement (\$620K) FINAL (FE).pdf

3.73.3. CAMA

-  3.73.3.1 140805 Tumbledown, Executed CAMA.PDF
-  3.73.3.2 210204 Stat 14 (final) - Oct 1 2017 through Jan 31 2021 - Tumbledown.pdf

3.74. Una

-  3.74.1 120 - Blackbird - CAMA (fully signed).pdf
-  3.74.2 2016-11-29 - Una - Payout Ltr and Release v1.pdf (FE).pdf
-  3.74.3 2016-12-02 - Notice under the IPA - Una v3 (FE).pdf

3.75. Villains

-  3.75.1 2018-02-23-VIL-Screenplay Purchase Agmt (Bad Pitch to Bron USA Dev) v4 FE.PDF.pdf
-  3.75.2 2018-03-09-VIL-Assignment of Contracts Agreement-Bron Studios USA Dev FE.pdf

3.75.1. CAMA

-  3.75.1.1 2019-12-05-Villains-CAMA- FE (missing Star Thrower).pdf
-  3.75.1.2 2021-08-06 Forest Road-LOD to Freeway-FE.pdf
-  3.75.1.3 2023-04-30 Villains - collection statement no 6 - through April 30, 2023.pdf

3.75.2. Distribution Agreements

 3.75.2.1 2019-08-20- Villains - GS Acquisition Agreement_Fully Executed.pdf

 3.75.2.2 2019-10-02-Villains-TSI Distro AGreement- FE.pdf

 3.75.2.3 VILLAINS.Distribution Agreement.v3.clean.FINAL (FE).pdf

 3.75.3. Financing Agmts

 3.75.3.1 2018-03-07 - Villains Copyright Mtg LLC ifo CWMF v1 (FE).pdf

 3.75.3.2 2018-03-07 - Villains Copyright Mtg ProdCo ifo CWMF v1 (FE).pdf

 3.75.3.3 2018-03-07 - Villains GSA LLC ifo CWML v1 (FE).pdf

 3.75.3.4 2018-03-07 - Villains GSA ProdCo ifo CWML v1 (FE).pdf

 3.75.3.5 2018-04-10 CW LSA VILLAINS CWL v3 EXECUTION (FE).pdf

 3.75.3.6 2018-04-12 Villains Borrowing Certificate (FE-Corrected).pdf

 3.75.3.7 2019-02-07-Villains-Promissory Note - CLEAN (FE).pdf

 3.75.4. Tax Credit

 3.75.4.1 Villains NYS Tax Credit Certificate psw207437F.pdf

 3.75.5. COT

 3.76. Vincent N Roxxy

 3.76.1. CAMA

 3.76.1.1 2016-04-08 - Vincent-N-Roxxy - CAMA fully signed FE.pdf

 3.76.1.2 2022-08-15 Vincent - N - Roxxy - Collection Statement No. 17 - through
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 3.76.2. Distribution Agreements

 3.76.2.1 2014-11-04-VNR-DA-FalconFilms.pdf

 3.76.2.2 2014-11-17-VNR-DA-PrimaCinema.pdf

 3.76.2.3 2014-11-17-VNR-DA-UnitedChamps.pdf

 3.76.2.4 2015-03-24-VNR-DA-Star.pdf

 3.76.2.5 2015-04-10-VNR-DA-ElecMediaNet.pdf

 3.76.2.6 2015-05-29-VNR-DA-KoreaScreen.pdf

 3.76.2.7 2015-06-01-VnR-DA-PaDora.pdf

 3.76.2.8 2015-06-01-VNR-DA-Skyline.pdf

 3.76.2.9 2015-11-22-VNR-DA-Cinemax.pdf

 3.76.2.10 2016-06-01-VNR-DA-MoviesInspired.pdf

 3.76.2.11 2016-06-01-VnR-DA-Rialto.pdf

 3.76.2.12 2016-06-29-VnR-DA-Mongrel.pdf

 3.76.2.13 2016-09-19-VNR-DA-CDCInt.pdf

 3.76.2.14 2016-11-14-VNR-DA-CreativeFilm.pdf

 3.76.2.15 2016-12-07-VnR-DA-Premiere.pdf

 3.76.2.16 2017-04-10-VNR-DA-SignatureEnt.pdf

 3.76.2.17 2017-05-09-VnR-DA-MarcoPolo.pdf

 3.76.2.18 2017-06-26-VNR-DA-Tanweer.pdf

 **3.76.2.19 2017-10-12 - Vincent N Roxxy DA - Vertical-US.pdf**

 **3.76.2.20 Vincent-N-Roxx - Poland - fs copy.pdf**

 3.76.3. Financing

 **3.76.3.1 122 - 2014-12-18 - CWF Promissory Note - VNR v2 (FE).pdf**

 **3.76.3.2 16 - 2015-01-15 - Borrowing Cert 2 - VNR (FE-MHC).pdf**

 **3.76.3.3 2 - 2014-12-20 - LSA - MHC - VnR v3 (FE).pdf**

 **3.76.3.4 3 - 2014-12-18 - Promissory Note - VNR v2 (FE).pdf**

 **3.76.3.5 4 - 2014-12-19 - Copyright Mortgage Assign - VNR v5 (FE).pdf**

 **3.76.3.6 5 - 2014-12-19 - 5 -GSA - VNR v4 Clean (FE).pdf**

 **3.76.3.7 9 - 2014-12-19 - POA - VNR v2 (FE).pdf**

 3.77. Welcome To Me

 3.77.1. CAMA

 **3.77.1.1 140902 Welcome To Me, Executed CAMA - Includes Gary Sanchez Productions LLC signature.pdf**

 **3.77.1.2 151009 Welcome To Me CAMA Amendment-FE.pdf**

 **3.77.1.3 2018-10-25-Welcome to Me-Second Amendment CAM Agreement (FE).pdf**

 **3.77.1.4 2022-05-13 Stat 15 - Jun 1 2016 through Apr 30 2022 - Welcome To Me.pdf**

 3.77.2. Distribution Agreements

 3.77.2.1. Canada

 **3.77.2.1.1 Canada - D Films - Welcome to Me.pdf**

 3.77.2.2. EEur

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 3.77.2.3. Iceland

 **3.77.2.3.1 Iceland-2013-07-10-WtM-DA-SAMFilm.pdf**

 3.77.2.4. Israel

 **3.77.2.4.1 Israel - GEM - Forum Film - Welcome to Me - DA.PDF**

 3.77.2.5. Italy-Leone

 **3.77.2.5.1 2021-09-13-Welcome to Me-DA- Leone (Italy)-FE.pdf**

 3.77.2.6. MEast

 **3.77.2.6.1 Middle East - Phoenicia - Welcome to Me - DM.pdf**

 3.77.2.7. Turkey

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 3.77.2.8. UK

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 **3.77.2.9.1 Various - Universal - Welcome to Me.pdf**

-  3.77.2.10. US
 -  3.77.2.10.1 2018 07 25 Our Alchemy Amendment No 1 Filmrise executed.pdf
 -  3.77.2.10.2 USA - Our Alchemy - Welcome To Me.pdf
-  3.77.3. Financing
 -  3.77.3.1 1 - LSA - MHC -w- WTM v9 Executable 8-08-13 (-w- Schedules) (FE).pdf
 -  3.77.3.2 3 - Copyright Mortgage & Assign - WTM v3 7-24-13 (FE).pdf
 -  3.77.3.3 4 - GSA - WTM - MHC v4 Executable 8-08-13 (FE).pdf
-  3.77.4. COT
 -  3.77.4.1 WTM - Laurence - Option Purchase Agmt 6-27-13 FINAL (FE).pdf
-  3.77.5. Sales Agent Agmt
 -  3.77.5.1 Welcome to Me - Cargo Foreign SAA - FINAL (FE).pdf
 -  3.77.5.2 Welcome to Me Representation Agreement_UTA_FINAL (FE).pdf
-  3.78. Young Bear Grylls- Movie Two (see Movie One)
-  3.79. Young Bear Grylls-Endangered
 -  3.79.1. Distribution Agreements
 -  3.79.1.1. BRON Releasing
 -  3.79.1.1.1 2020-06-12 - Bron Short Form Novation Amend Exec (FE).pdf
 -  3.79.1.1.2 2021-04-14-Ltr Acknow Change in Format - Feature Length-FE.pdf
 -  3.79.1.1.3 Notice of Breach Bron 1.pdf
 -  3.79.2. Financing Agreements
 -  3.79.2.1. CWME
 -  3.79.2.1.1 2022-01-25-YBG-Paymaster Agmt-CWME-BCUSA v3 AD RL.docx
 -  3.79.2.2. CWMF
 -  3.79.2.2.1 51-2020-07-03-YBG-LSA v7 (FE).pdf
 -  3.79.2.2.2 52a-2020-06-07-YBG-Charge over YBG Comm (FE).pdf
 -  3.79.2.2.3 52b-2020-07-06-YBG-Charge over ProdCo (FE).pdf
 -  3.79.2.2.4 55-2020-07-03-YBG-Copyright Mgt - YBG Comm ifo CWMF FINAL (FE).pdf
 -  3.79.2.2.5 55b-2020-07-03-YBG-Copyright Mgt - BRON Releasing ifo CWMF FINAL (FE).pdf
 -  3.79.2.2.6 60-2020-05-28 - Participation Agmt v4-(FE).pdf
-  3.80. Tell
 -  3.80.1. Distribution Agreements
 -  3.80.1.1 Benelux - Premiere TV - Tell.pdf
 -  3.80.1.2 MGM - Latin America, UK - Tell.pdf
 -  3.80.1.3 Middle East - Italia - Tell.pdf
 -  3.80.1.4 Spain - Twelve Oaks - Tell.pdf

 **3.80.1.5 USA, Canada - Orion - Tell.pdf**

 **3.80.1.6 Vietnam - BHD - Tell.pdf**

 3.80.2. CAMA

 **3.80.2.1 150122 Tell Fully signed CAMA.pdf**

 **3.80.2.2 12780_20170901_CURR_STATNO_-_Stat_4_-
_from_Sep_1_2015_through_Aug_31_2017_-_Tell.pdf**

 3.81. Ten Percent

 3.81.1. CAMA

 **3.81.1.1 2022-12-07 Ten Percent CAMA- Fully Signed-FE.pdf**

 3.81.2. Distribution Agreements

 3.81.2.1. 290-Soundtrack-Sony

 **3.81.2.1.1 2022-12-12-TENPCT-OST Agmt-Sony - FINAL (FE).pdf**

 3.81.2.2. Amazon

 **3.81.2.2.1 UK - BRON Releasing UK Ltd - SVOD Deal Addendum (Call My
Agent) - FE.pdf**

 **3.81.2.2.2 WW - BRON Releasing UK Ltd - SVOD Amendment (Call My Agent)
- EV (FE).pdf**

 3.81.2.3. BRON Releasing Distro Agmt

 **3.81.2.3.1 2021-05-11-CMA-Distribution Agreement- BRON Releasing -
07811802-FINAL-FE.pdf**

 3.81.2.4. Foreign

 3.81.2.4.1. Israel - HOT

 **3.81.2.4.1.1 2022-06-13 Ten Percent-License Agmt-HOT TV(Israel)-FE.pdf**

 3.81.2.4.2. Israel - Yes

 **3.81.2.4.2.1 2022-05-25 Ten Percent-License Agmt-STC-Yes TV (Israel)-
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 3.81.2.5. Sundance Now

 **3.81.2.5.1 2021-07-21-CMA-AMC Long Form-License Agmt- FE.pdf**

 3.81.3. Financing

 3.81.3.1. CWMF

 3.81.3.1.1. Closing Binder

 **3.81.3.1.1.1 2021-11-26 CMA-CW-Charge over Borrower (CMA Holdings)
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Productions) (Execution Version) (261121) (002).pdf**

 **3.81.3.1.1.3 2021-11-26 CMA-CW-Charge over BRON Releasing UK Ltd
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 3.81.3.1.1.4 2021-12-02-CMA - Amended and Restated Deed of Priority-
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 3.81.3.1.1.5 51-2021-11-29-CMA-LSA-CWMF-BRON CLEAN-FE.pdf

 3.81.3.1.1.6 A4. Pledgeholder Agreement (FE 060821).pdf

 3.81.3.2. NBC

 3.81.3.2.1 Bible.zip

 3.81.4. Sales Agency Agreements

 3.81.4.1 2023-07-19 Ten Percent - Fifth Season-Bron - Distribution Agreement-
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 3.81.5. COT

 3.81.5.1 1.17-2020-10-26-CMA-Story Consultant Tony Roche FE.pdf

 3.81.5.2 1.17a-2020-11-23-CMA-Tony Roche POP.pdf

 3.81.5.3 1.18-2021-04-06-CMA-Deed of Assignment Dated.pdf

 3.81.5.4 1.1-2018-04-12-In Good Company-Remake Rights Agmt FE.PDF

 3.81.5.5 1.1a-2018-07-20-In Good Company-Initial Option Proof of Payment.pdf

 3.81.5.6 1.1b-2020-12-24-CMA-Purchase Price first half POP.pdf

 3.81.5.7 1.2-2019-07-03-Dix Pour Cent-Remake Rights First Amendment FE.pdf

 3.81.5.8 1.2a-2020-07-16-Call My Agent 2nd Option POP.pdf

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 3.81.5.10 1.3-DEAL MEMO CODEV COPRO TV SERIE MVP MOTHER HEADLINE
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 3.81.5.11 1.4a-Curtis Brown GP 116947-G Pritchett bible commence invoice.pdf

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 3.81.5.17 1.4-In Good Company- Georgia Pritchett- Headline Pictures-FULLY EX -
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-  3.81.5.26 1.9-2020-12-08-CMA-Writer Amendment Agmt-John Morton FE (dated).pdf
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-  3.81.5.32 1.9c-20210521- John Morton EP fee pt2 POP.pdf
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-  3.81.5.35 1.10a-20200709-012 BS UK to CASAROTTO RAMSAY ASSOCIATED - CALL MY AGENT - ABIGAIL WILSON.pdf
-  3.81.5.36 1.10a-20200729-001 BS UK to CASAROTTO RAMSAY ASSOCIATED - CALL MY AGENT - ABIGAIL WILSON.pdf
-  3.81.5.37 1.10a-20200811-002 BS UK to CASAROTTO RAMSAY ASSOCIATED - CALL MY AGENT - ABIGAIL WILSON.pdf
-  3.81.5.38 1.10b-20200923-002 BS UK to CASAROTTO RAMSAY ASSOCIATED - CALL MY AGENT - ABIGAIL WILSON.pdf
-  3.81.5.39 1.10b-20201119-003 BS UK to CASAROTTO RAMSAY ASSOCIATED - CALL MY AGENT - ABIGAIL WILSON.pdf
-  3.81.5.40 1.11-2020-06-23-CMA-Keith Akushie Writer Agmt FE.pdf
-  3.81.5.41 1.11a-20200709-015 BS UK to CURTIS BROWN - CALL MY AGENT - KEITH AKUSHIE writer room.pdf
-  3.81.5.42 1.11a-20200729-003 BS UK to CURTIS BROWN - CALL MY AGENT - KEITH AKUSHIE writer room.pdf
-  3.81.5.43 1.11a-20200811-004 BS UK to CURTIS BROWN - CALL MY AGENT - KEITH AKUSHIE writer room.pdf
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-  3.81.5.45 1.11b-20201119-004 BS UK to CURTIS BROWN - CALL MY AGENT - KEITH AKUSHIE-delivery.pdf
-  3.81.5.46 1.11b-20201215-005 BS UK to CURTIS BROWN - CALL MY AGENT - KEITH AKUSHIE-VAT.pdf
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-  3.81.5.50 1.12b-20200826-002 BS UK to DENCH ARNOLD AGENCY - CALL MY AGENT -CAT CLARKE commencement.pdf
-  3.81.5.51 1.12b-20200917-003 BS UK to DENCH ARNOLD AGENCY - CALL MY AGENT -CAT CLARKE delivery.pdf
-  3.81.5.52 1.12b-20201215-003 BS UK GBP to DENCH ARNOLD AGENCY - CALL MY AGENT -CAT CLARKE acceptance.pdf
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-  3.81.5.61 1.14-2020-11-06-CMA-Writer Amendment Agmt-Bryce Hart FE.PDF
-  3.81.5.62 1.14a-20200709-011 BS UK to THE AGENCY - CALL MY AGENT - BRYCE HART writer room.pdf
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-  3.81.5.65 1.14b-2020-12-16-CMA-Bryce Hart Ep 5 script acceptance; Polish Ep 4, Ep 6, Ep 7 commencement POP.pdf
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3.82. That Dirty Black Bag

3.82.1. Co-Production

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-  3.82.1.4 2021-05-10-TDBB-3r Supplemental Agmt to Co-Dev Co-Pro Agmt Palomar-Bron FE.pdf

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3.82.2.1. AMC

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 -  **3.82.2.1.2 2021-09-15-TDBB Bron Studios License Agreement FE.pdf**
 -  **3.82.2.2. BRON Releasing**
 -  **3.82.2.2.1 2021-12-13-TDBB-Distribution Agreement BRON Releasing FE.pdf**
 -  **3.82.2.3. Mediawan**
 -  **3.82.2.3.1 Letter Agreement MWR PALOMAR 19052021.docx**
 -  **3.82.3. COT**
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 -  **3.83.1 20221231 TSWDM LGF Statement 24.pdf**
 -  **3.83.1. CWML Agmt**
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 -  **3.83.2.1 2018-06-20 - Co-Fi Term Sheet - Hercules - TSWDM FINAL (FE).pdf**
 -  **3.83.3. Studio Statement**
-  **3.84. The Way Back**
 -  **3.84.1. Financing**
 -  **3.84.1.1 BRON Creative WB 1, LLC Final Documents.zip**
 -  **3.84.1.2 WB Slate Fund Structure.pdf**
 -  **3.84.2. WB Agreement**
 -  **3.84.2.1 BRON Studios Slate Co-Finance Agreement (FE).pdf**
 -  **3.84.2.2 CWML Guaranty (FE).pdf**
 -  **3.84.3. Studio Statement**
 -  **3.84.3.1 20230630 The Way Back WB Statement 14.pdf**
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 -  **3.85.1. MGM Agreement**
 -  **3.85.1.1 MGM Slate 2 Term Sheet -- FE.pdf**
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 -  **3.86.1. CAMA**
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 -  **3.86.1.2 Ithaca_Collection Statement No. 17 - through September 17, 2019.pdf**
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 - 3.88.1. Financing
 - 3.88.1.1 BRON Creative WB 1, LLC Final Documents.zip
 - 3.88.1.2 WB Slate Fund Structure.pdf
 - 3.88.2. WB Agreement
 - 3.88.2.1 BRON Studios Slate Co-Finance Agreement (FE).pdf
 - 3.88.2.2 CWML Guaranty (FE).pdf
 - 3.88.3. Studio Statement
 - 3.88.3.1 20230630 Isnt It Romantic WB Statement 34.pdf
- 3.89. House of Gucci
 - 3.89.1. MGM Agreement
 - 3.89.1.1 MGM Slate 2 Term Sheet -- FE.pdf
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- 3.90. Haley and the Hero Heart
 - 3.90.1. Distribution Agreements
 - 3.90.1.1 2019-04-18-HHH-Epic Distro Agreement- FE.pdf
 - 3.90.2. Financing
 - 3.90.2.1 51-2020-04-23 - HHH - LSA CWMF v2-FE.pdf
 - 3.90.2.2 52-2020-04-23 - HHH - GSA (US) CWMF-FE.pdf
 - 3.90.2.3 52a-2020-02-10 - HHH - UCC-1 Registration - NV - Hunted FORM.pdf
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 - 3.90.2.5 59-2020-04-24 - HHH - Participation Agmt CWMF v2 (FE).pdf
 - 3.90.2.6 60-2020-04-23-HHH-Ass and Dir v1-FE.pdf
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 - 3.91.1 2022-10-07 Stat 3 - from Mar 19 2022 through Sep 30 2022 - Henchmen.pdf
 - 3.91.1. CAMA
 - 3.91.1.1 2021-04-19 Henchmen CAM Agreement Fully Signed FE.pdf
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 -  **3.91.2.2.3 HENCHMEN - Distribution Agreement - 031215 - FE w DS.PDF**
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 -  **3.91.2.3.1 2022-10-07 Henchmen-DA-Program Store-FE.pdf**
-  **3.91.2.4. Lat Am - CDC**
 -  **3.91.2.4.1 HENCHMEN - LatAm (CDC) DA - Execution Version - (FE).pdf**
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 -  **3.91.2.5.1 2020-09-29 Henchmen DM Front Row - with DS-FE.pdf**
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 -  **3.91.2.6.1 2020-07-21-HENCH-101 Films - Licensing Agmt FINAL-(FE).pdf**
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 -  **3.91.2.7.1 2020-10-08 Hench- Vertical Term Sheet -Execution Copy-FE.pdf**
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 -  **3.91.4.1 2020-03-23-Henchmen - WME Sales Rep Agreement- 2016-03-16-- Excecution Version.pdf**
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 -  **3.91.5.1 Henchmen - Vertigo COT Docs.zip**
 -  **3.91.5.2 2015-05-15-HENCH-USCO Screenplay Reg.pdf**
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-  **3.92. Everest**
 -  **3.92.1 2021-04-04-EVRST-NatGeo Term Sheet Cofi Distro FE.pdf**
-  **3.93. Once Upon A Time in Oakland**
 -  **3.93.1 2021-09-22-OUATIO-CWMF-Term Sheet v1-FE.pdf**
-  **3.94. Fences**
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-  **3.94.1. Paramount Agreement**
 -  **3.94.1.1 Fences - Copyright Assignment.pdf**
 -  **3.94.1.2 Co-Finance Agmt Paramount FE.pdf**
-  **3.94.2. Studio Statements**

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 3.94.3. CW Agreement

 3.94.4. Assignment

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 3.94.5. COT

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 3.95.1. Sony Agreement

 **3.95.1.1 Fatherhood Bron Binding Term Sheet 2.final.Fully-Executed.pdf**

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 3.96.2. Financing

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 **3.96.2.2 57a-2017-07-28-TFR-POA-Front Runner LLC-CWMFinance FE.pdf**

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 **3.96.2.6 52b-2017-09-08-TFR-Security Agreement-Front Runner LLC-CWMLending FE.pdf**

-  **3.96.2.7 52c-2017-09-08-TFR-Security Agreement-Front Runner Prods Inc-CWMFinance FE.pdf**
-  **3.96.2.8 52d-2017-09-08-TFR-Security Agreement-Front Runner Prods Inc-CWMLending FE.pdf**
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-  **3.96.2.13 55c-2017-07-28-TFR-Copyright Mortgage-FR Prods Inc-CWMFinance FE.pdf.pdf**
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 4. Development

 4.1. Mad Solar JV Dev Projects

 4.1.1. Ralphy

-  **4.1.1.1 2023-02-24 - RALPHY - Mad Solar Productions, LLC - Certificate of Engagement - FE.pdf**

 4.1.2. Term Sheet Projects

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 4.1.3. Untitled Zombie Project

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 4.2. Blackhand JV Dev Projects

 4.2.1. Byleveld

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 **4.4.3 2017-12-04-House of Heroin-Option Purchase Agmt w Pub Release FE.PDF**

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 4.5. Tabloid Dreams

 **4.5.1 2019-12-25-Tabloid Dreams-Assignment USCO Filing FE.pdf**

 **4.5.2 2017-04-01-TABLOID DREAMS-Option Amendment FE.pdf**

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 **4.5.5 2021-09-24-TABLOID DREAMS-Second Amendment to Option Agreement FE.pdf**

 **4.5.6 2023-03-27-TABLOID DREAMS - Third Amendment to Option Agreement - FE.pdf**

 4.6. Blockwood

 **4.6.1 2021-04-22 - BLOCKWOOD - Option Purchase Agreement - Blockhead Arts and Darryl Jarvis - FE (1).pdf**

 G. Investments

 1. General

 **1.1 BRON Companies-Summary_v2_01-03-2023.pdf**

 **1.2 EpicStoryMedia_Corporate Profile Bron[2].pdf**

 2. Media Res

 **2.1 Media Res Studio LLC - Transactions and Settlement Agreement (with Exhibits) FE.pdf**

 3. Little Lamb

 **3.1 Little Lamb Productions, Inc Financial Statements.pdf**

 4. Contracts and Agreements

 **4.1 Bron Little Lamb Agmt Dec 6 2021.pdf**

 **4.2 BRON SAFE vF.pdf**

 **4.3 EMJAG Purchase Agreement FE.pdf**

 **4.4 EMJAG SHAG FE.pdf**

 **4.5 EPIC Investment Agreement (FE).pdf**

 **4.6 EPIC Promissory Note (FE).pdf**

 **4.7 EPIC Shareholders Agreement (FE).pdf**

 **4.8 Investments equity stake summary.xlsx**

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 **4.10 Media Res Studio LLC - Transactions and Settlement Agreement (with Exhibits) FE.pdf**

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 **4.14 2020-10-30-Mad Solar-Binding Term Sheet FE.pdf**

 **4.15 Blackhand - Loan Agreement (FE).pdf**

 **4.16 Blackhand Pictures LLC - LLC Agreement (FE).pdf**

 **4.17 BRON Companies Descriptions.docx**

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 **5.1 22-12-31 - Financials_.pdf**

 **5.2 Picturestart Consolidated Financial Statements - Q2'23.pdf**

 **5.3 PicturestartLLC.Dec21 - Audited YE FS.pdf**

 H. Other

 1. Litigation

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 **1.3 Access Road BC Claim.pdf**

 **1.4 Access Road BC Consent Judgment.pdf**

 **1.5 Access Road NY Order.pdf**

 **1.6 2022-02-28-Access Road NY Claim.pdf**

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 J. Q&A

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 **1.1 2023-09-13 BRON - Q&A and Meeting Tracker-MASTER.pdf**

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 **1.1.2 2023-09-01 BRON - Q&A and Meeting Tracker-MASTER.pdf**

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 **2.1 BRON. WIP Film & TV Listing.08.15.23.pdf**

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