

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 24, 2023

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on the 7th day of November, 2023 and on the 24th day of November, 2023; AND ON HEARING Asim Iqbal and David Ward, 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 affidavit of Aaron Gilbert affirmed November 23, 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**"), the Third Report of Grant Thornton Limited in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**"), dated October 26, 2023 and the Supplement to the Third Report of the Monitor dated November 3, 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 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 and subject to Section 2.6 of the Sale Agreement:

- (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 in accordance with the terms thereof. Notwithstanding the foregoing, 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
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

Vendor	Consent Required Contract	Cure Costs
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
Red Sea, LLC	License Agreement, regarding The Red Sea Diving Resort, dated March 29, 2019, between Red Sea, LLC and Netflix Worldwide Entertainment	\$0.00

Action No. S-235084

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