



No. S235084
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"**

AFFIDAVIT

I, James Richardson, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. In my personal capacity, and as the sole director and directing mind of NIKINK Holdings Ltd ("NIKINK"), an application was brought in the Ontario Superior Court of Justice against the respondents Creative Wealth Media Finance Corp. o/a Creative Wealth Media ("CWMF"), BRON Creative Corp. ("BRON") and Jason Cloth ("Cloth") bearing Court File No. CV-22-687032-0000 (the "**Application**"). A copy of the Application is attached to this affidavit and marked as **Exhibit "A"**. As such, I have direct knowledge of the matters contained in this affidavit. Where I based my affidavit on information and belief, I have stated the source of that information and believe it to be true.

Funding of the Roman J. Israel, Esq. Motion Picture

2. Jenifer George (“**George**”), who I believe to be employed with CWMF/BRON as Cloth’s assistant, provided me with a participation agreement and its respective schedules on April 20, 2017 memorializing, *inter alia*, a \$500,000 loan to be provided to CMWF/BRON to fund the motion picture, Roman J. Israel, Esq. (the “**First Roman J. Israel Participation Agreement**”). A copy of the First Roman J. Israel Participation Agreement and its respective schedules is attached to this affidavit and marked as **Exhibit “B”**.

3. In April 2017, I believe that the film was to be titled “Inner City”, which was subsequently changed to Roman J. Israel, Esq. I formed this belief as a result of the First Roman J. Israel Participation Agreement, which listed the title of the motion picture as Inner City, in addition to George’s email on April 20, 2017 that referenced the motion picture as Inner City.

4. On or about April 21, 2017, I met with Cloth and executed the First Roman J. Israel Participation Agreement. I verily believe that Cloth executed the First Roman J. Israel Participation Agreement on behalf of BRON/CWMF.

5. On May 29, 2017, George sent an email to me attaching a participation agreement and its respective schedules memorializing, *inter alia*, a further \$250,000 loan to be provided to BRON/CWMF to fund Roman J. Israel, Esq. (the “**Second Roman J. Israel Participation Agreement**”). A copy of the Second Roman J. Israel Participation Agreement and its respective schedules is attached to this affidavit and marked as **Exhibit “C”**.

Funding of The Red Sea Diving Resort Motion Picture

6. On or about May 30, 2017, on the same day that the Second Roman J. Israel Participation Agreement was executed, I executed a participation agreement and its respective schedules memorializing, *inter alia*, a \$250,000 loan to be provided to CWMF to fund The Red Sea Diving Report (the “**Red Sea Diving Resort Participation Agreement**”). A copy of the Red Sea Diving Resort Participation Agreement and its respective schedules is attached to this affidavit and marked as **Exhibit “D”**.

Funding of The Front Runner Motion Picture

7. In September 2017, Cloth informed me that CWMF required an investment to fund The Front Runner motion picture.

8. On November 8, 2017, I executed, as agent for NIKINK, a participation agreement and its respective schedules memorializing, *inter alia*, a \$500,000 loan to be provided to CWMF to fund The Front Runner (the “**Front Runner Participation Agreement**”). A copy of the Front Runner Participation Agreement is attached to this affidavit and marked as **Exhibit “E”**.

No Payments Despite Guarantees

9. At all material times, CWMF, BRON and Cloth represented to myself and NIKINK that they were “working” on a repayment of the debts owed, however, despite assurances from CWMF, BRON and Cloth, no monies have been paid in satisfaction of the participation agreements.

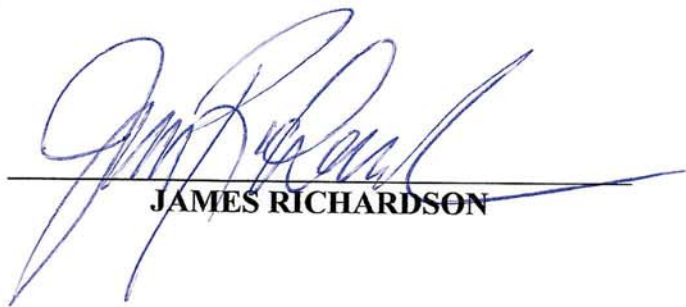
10. I make this affidavit in connection with the within application for no other or improper purpose.

SWORN REMOTELY by James Richardson
at the City of Toronto, in the Province of
Ontario, before me on November 1, 2023, in
accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

RYAN TAYLOR



JAMES RICHARDSON