This is the 1st affidavit of
Richard McConnell in this case and was
made on November 1, 2023

No. S-235084
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

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

AND

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

PETITIONERS

AFFIDAVIT

I, **Richard McConnell**, of the city of Toronto, in the Province of Ontario, businessperson,

SWEAR THAT:

1. I am the sole director and officer of Creative Wealth Media GenPar Ltd. ("**GenPar**"), the general partner of Creative Wealth Media Lending LP 2016 (the "**Interim Lender**" or "**LP 2016**"). As such, I have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify in which case I believe that both the information from the informant and the resulting statement are true.

I. OVERVIEW

2. I swear this Affidavit in connection with an application (the "**Application**") by BRON Media Corp., BRON Media Holdings USA Inc., BRON Media Holdings Intl. Corp. and certain of their affiliates (collectively, the "**Petitioners**") for the following orders pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"):

(a) an order (the "**Second ARIO**"), amending and restating the Amended and Restated Initial Order of Justice Gomery dated July 28, 2023 (the "**ARIO**"), *inter alia*:

(i) adding 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. (collectively, the "**Additional Petitioners**") as Petitioners in these CCAA proceedings (these "**CCAA Proceedings**");

(ii) approving an Amendment No. 2 to the DIP Loan Agreement dated October 24, 2023 (the "**Second DIP Amendment**"), among the Petitioners, the Additional Petitioners and the Interim Lender, amending the DIP Loan Agreement dated July 18, 2023 (the "**DIP Loan**"), among the Petitioners and the Interim Lender; and

(iii) extending the Stay Period (as defined in the ARIO) to December 4, 2023;

(b) an order (the "**AVO**"), *inter alia*:

(i) approving the Asset Purchase Agreement dated October 24, 2023 (the "**APA**"), among certain of the Petitioners and the Additional Petitioners, as vendors (collectively, the "**Vendors**") and the Interim Lender, as purchaser, and the transactions contemplated therein (collectively, the "**Transaction**"); and

(ii) vesting in and to the Interim Lender and any permitted assignee, including LPF Media Asset Acq, LLC (the "**Permitted Assignee**"), all of the Vendors' right, title and interest in and to the Purchased Assets (as defined in the APA), free and clear of all Claims and Encumbrances (each as defined in the AVO); and

(c) an order (the "**Assignment Order**"), *inter alia*, assigning the contracts set out in Schedules "D" and "E" to the proposed Assignment Order (collectively, the "**Consent Required Contracts**") to the Interim Lender and the Permitted Assignee, as applicable.

3. All references to currency in this Affidavit are in United States dollars unless noted otherwise. The Interim Lender does not waive or intend to waive any applicable privilege by any statement herein.

II. BACKGROUND

4. Certain background to the Application is set out in the fifth Affidavit of Aaron Gilbert affirmed on October 24, 2023 (the "**Fifth Gilbert Affidavit**") and the Third Report (as defined below). Such background is not repeated herein. Certain supplemental information germane to the Application is set out below.

A. LP 2016

5. LP 2016 is a limited partnership formed under the laws of the Province of Ontario, with its principal place of business in Toronto, Ontario. LP 2016 was formed on or about May 30, 2016 for the purpose of generating income principally through financing within the media industry.

6. LP 2016's general partner, GenPar, is a corporation existing under the laws of the Province of Ontario. A copy of GenPar's corporate profile report obtained from the Ministry of Public and Business Service Delivery on August 21, 2023 is attached hereto as **Exhibit "A"** (the "**Corporate Profile Report**"). As disclosed within the Corporate Profile Report and referenced above, I am GenPar's sole director and officer.

7. In addition to being LP 2016's general partner, GenPar 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 LP 2016. Through Creative Wealth Media Lending Limited Partnership, a large Canadian institutional investor with over CAD$10 billion in assets under management is the sole indirect limited partner of LP 2016 (the "**Fund**").

8. Since its formation in May 2016, LP 2016 has invested monies exclusively on behalf of the Fund. As such, the Fund holds all of the beneficial interest in LP 2016. Upon the provision of notice, the Fund has the right to remove and replace GenPar as the general partner of LP 2016 and Creative Wealth Media Lending Limited Partnership.

9. As set out in the Fifth Gilbert Affidavit, LP 2016 was the Petitioners' single largest secured (and in many instances, senior-secured) and unsecured creditor as at the commencement of these CCAA Proceedings. As discussed in detail in the second Affidavit of Aaron Gilbert sworn July 25, 2023, LP 2016 was also the sole source of interim financing available to the Petitioners as at the commencement of these CCAA Proceedings. To date, LP 2016 has advanced the principal amount of approximately $5.7 million under the DIP Loan.

B. The Permitted Assignee

10. The Permitted Assignee is a limited liability company formed under the laws of the State of Delaware. The Permitted Assignee was formed for the purposes of acquiring the assets of the Vendors domiciled in the United States in an efficient manner. A copy of the Permitted Assignee's certificate of formation is attached hereto as **Exhibit "B"**.

11. LPF Media Asset Acq, Inc. (the "**LPF Acq. Inc.**") is the sole member of the Permitted Assignee. LPF Acq. Inc. is a corporation existing under the laws of the State of Delaware, which, in turn, is a wholly-owned subsidiary of LP 2016. I am the sole director of LPF Acq. Inc. A copy of LPF Acq. Inc.'s certificate of incorporation is attached hereto as **Exhibit "C"**.

C. LP 2016's Participation in the SISP and the Results Thereof

12. Given the extent of the Petitioners' liquidity challenges, the limited alternatives seemingly available, and the benefits attending the timely identification of one or more value-maximizing solutions, the third advance under the DIP Loan Agreement was predicated on this Court's approval of a sale and investment solicitation process (the "**SISP**"). With the support of Grant Thornton Limited, in its capacity as the Court-appointed monitor in these CCAA Proceedings (in such capacity, the "**Monitor**"), and the Interim Lender, the Petitioners sought and, on July 28, 2023, obtained an order (the "**SISP Order**") approving the SISP. A copy of the SISP Order, to which the SISP is appended, and a copy of the accompanying oral reasons for judgement of the Honourable Justice Gomery are attached hereto as **Exhibits "D"** and **"E"**, respectively.

13. Details concerning the development, objectives, conduct and results of the SISP, as well as the additional safeguards implemented therein, are set out in the Third Report of the Monitor dated October 24, 2023 (the "**Third Report**") and are not repeated herein. To protect its significant pre- and post-filing investment in the Petitioners, the Interim Lender – as I understand any secured creditor of the Petitioners was entitled to do – elected to participate in the SISP in accordance with its terms, including the following paragraphs thereof:

> 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 Patty 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.

14. Having elected to participate in the SISP, the Interim Lender was not entitled to, and did not receive, copies of the LOIs or the Final Bids (each as defined in the SISP) submitted. Nor was the Interim Lender consulted on the rejection, acceptance or negotiation of LOIs and Final Bids or the selection of the Winning Bid (as defined in the SISP).

15. Ultimately, the Interim Lender's Final Bid was selected as the Winning Bid. As made clear in the Fifth Gilbert Affidavit and the Third Report, the proposed Transaction proved to be the sole viable transaction to have materialized in the SISP and the only transaction, individually or in the aggregate, capable of satisfying the Charges (as defined in the ARIO). Moreover, it reflects the highest value received for the Purchased Assets in the SISP.

III. THE APA AND THE PROPOSED ORDERS

16. The APA is the culmination of the Interim Lender's significant due diligence and extensive discussion and negotiation among the Vendors, the Interim Lender and the Monitor (and separately among Comerica Bank, the Interim Lender and the Interim Lender's affiliate, LPF Media Acq, LLC). The material terms of the APA are described in the Fifth Gilbert Affidavit and the Third Report and are not repeated herein. A copy of the APA is attached hereto as **Exhibit "F"**.

17. Among other customary closing conditions, the closing of the proposed Transaction is conditioned upon the granting of the proposed AVO, Assignment Order and the Second ARIO (collectively, the "**Orders**"). Each of the Orders is essential to effectuate the proposed Transaction in the manner negotiated by the Interim Lender, the Vendors and the Monitor and contemplated under the APA and to permit the Interim Lender to acquire the Purchased Assets marketed in the SISP. Accordingly, the Interim Lender is not prepared to proceed with the Transaction absent the granting of the proposed Orders in a form acceptable to the Interim Lender.

18. In addition to the credit bid (which is in excess of $85.69 million) and cash consideration (which is in the amount of $9,500) payable under the APA, the Interim Lender has covenanted to assume certain of the Vendors' liabilities. For instance, the Interim Lender will assume, perform, discharge and pay when due all debts, liabilities and obligations under the Assumed Contracts (as defined in the APA), including the Consent Required Contracts, for the period from and after the closing time. With respect to the Consent Required Contracts, the Interim Lender and the Permitted Assignee will also assume the obligation and liability of the Vendors to pay cure costs set out in the proposed Assignment Order, if any.[1]

19. The Interim Lender and the Permitted Assignee, over which the Interim Lender exercises control, are familiar with the Vendors' assets and businesses. Further, the Interim Lender (through GenPar) and the Permitted Assignee are familiar with media financing and the media industry, and have the resources, personnel, industry contacts, administrative capabilities and wherewithal to assume, perform, discharge and pay when due all debts, liabilities and obligations under the

[1] As at the date of this Affidavit, the Interim Lender understands that no such cure costs are contemplated by the Vendors. This is, in part, because many of the Consent Required Contracts do not impose monetary obligations upon the Vendors or are contracts under which the Vendors have performed all such obligations.

Assumed Contracts, including the Consent Required Contracts. As much has previously been demonstrated by the Interim Lender, which is party to numerous Assumed Contracts, including certain of the Consent Required Contracts and has financed:

(a) the costs of these CCAA Proceedings to date;

(b) the working capital requirements of numerous of the Vendors' direct and indirect parent corporation, BRON Media Corp., in respect of which the Interim Lender is owed approximately $48 million;

(c) several of the Vendors' digital and live-action projects, including, among others, “The Good Liar”, “Greyhound”, “Needle In A Timestack”, “Pieces Of A Woman”, “Parallel”, “Monster”, “Beatriz At Dinner”, “Capone”, “Villains”, “Bombshell”, “Harry Haft”, “Surrounded”, “Those Who Wish Me Dead”, “Tully”, “Front Runner”, “Robin Hood”, and “Solitary”; and

(d) a portion of several live-action motion pictures, through BRON Creative USA Corp., distributed by Lionsgate Films, Inc., including “Anna”, “A Simple Favor”, “Chaos Walking”, and “The Spy Who Dumped Me”.

IV. THE SECOND DIP AMENDMENT

20. On October 17, 2023, the Interim Lender and the Petitioners entered into an Amendment No. 1 to the DIP Loan Agreement (the "**First DIP Amendment**"). Principally, the First DIP Amendment extended the maturity date under the DIP Loan from October 18, 2023 to November 8, 2023 (the "**Maturity Date**"), commensurate with the extended expiration of the Stay Period. The First DIP Amendment also accommodated the Petitioners' request to modify the timing of

their cash flow projections. A copy of the First DIP Amendment is attached hereto as **Exhibit "G"**.

21. Contemporaneously with the execution of the APA and in anticipation of the expiration of the Stay Period and the Application, the Interim Lender and the Vendors also entered into the Second DIP Amendment. The Second DIP Amendment extends the Maturity Date from November 8, 2023 to December 4, 2023, adds the Additional Vendors as "Borrowers" under the DIP Loan and makes such Additional Vendors jointly and severally liable for all DIP Obligations (as defined in the DIP Loan) arising from and after November 7, 2023. A copy of the Second DIP Amendment is attached hereto as **Exhibit "H"**.

22. The effectiveness of the Second DIP Amendment is conditional upon, among other things, the granting of the proposed Orders. The Interim Lender is not prepared to continue to accommodate extensions to the Maturity Date – leaving the DIP Obligations extant – without the certainty afforded by the implementation of the proposed Transaction. Equally, the Interim Lender is not willing to acquire the Purchased Assets of the Additional Vendors absent the relief available under the CCAA and proposed under the AVO and the Assignment Order.

23. I swear this affidavit in support of the Petitioners' Application and for no other or improper purpose.

SWORN REMOTELY by Richard McConnell stated as being located in the Town of Ajax, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 1, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Joshua Foster

JOSHUA FOSTER
Commissioner for Taking Affidavits
(or as may be)

Richard McConnell

RICHARD MCCONNELL

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

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

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT OF RICHARD MCCONNELL, SWORN BEFORE ME THIS 1ST DAY OF NOVEMBER, 2023.

DocuSigned by:

Joshua Foster

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JOSHUA FOSTER

A Commissioner for taking Affidavits

(or as may be)

Transaction Number: APP-A10253622651
Report Generated on August 21, 2023, 11:14

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

CREATIVE WEALTH MEDIA GENPAR LTD. as of August 21, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CREATIVE WEALTH MEDIA GENPAR LTD.
Ontario Corporation Number (OCN)	2447162
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 19, 2014
Registered or Head Office Address	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RICHARD MCCONNELL
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Resident Canadian	Yes
Date Began	September 15, 2015

Active Officer(s)

Name	RICHARD MCCONNELL
Position	President
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Date Began	September 15, 2015

Name	RICHARD MCCONNELL
Position	Secretary
Address for Service	151 Bloor Street West, 700, Toronto, Ontario, Canada, M5S 1S4
Date Began	December 19, 2014

Corporate Name History

Name	CREATIVE WEALTH MEDIA GENPAR LTD.
Effective Date	December 19, 2014

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: RICHARD MCCONNELL	April 20, 2023
Annual Return - 2021 PAF: RICHARD MCCONNELL	April 20, 2023
Annual Return - 2020 PAF: RICHARD MCCONNELL	April 20, 2023
CIA - Notice of Change PAF: RICHARD MCCONNELL	April 20, 2023
Annual Return - 2019 PAF: MCCONNELL RICHARD - DIRECTOR	December 06, 2020
Annual Return - 2018 PAF: MCCONNELL RICHARD - DIRECTOR	August 18, 2019
Annual Return - 2017 PAF: MCCONNELL RICHARD - DIRECTOR	July 22, 2018
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	October 18, 2017
Annual Return - 2016 PAF: MCCONNELL RICHARD - DIRECTOR	July 09, 2017
Annual Return - 2015 PAF: MCCONNELL RICHARD - DIRECTOR	July 09, 2017
Annual Return - 2014 PAF: MCCONNELL RICHARD - OFFICER	July 09, 2017
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	September 27, 2016
CIA - Notice of Change PAF: ANTONINA SZASZKIEWICZ - OTHER	September 27, 2016

CIA - Notice of Change PAF: ANTONINA B SZASZKIEWICZ - OTHER	September 22, 2015
CIA - Initial Return PAF: ANTONINA B SZASZKIEWICZ - OTHER	February 17, 2015
BCA - Articles of Incorporation	December 19, 2014

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT
OF RICHARD MCCONNELL, SWORN BEFORE ME THIS
1ST DAY OF NOVEMBER, 2023.

DocuSigned by:
Joshua Foster
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JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "LPF MEDIA ASSET ACQ, LLC", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF OCTOBER, A.D. 2023, AT 2:21 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

2511200 8100
SR# 20233771467

Authentication: 204410370
Date: 10-19-23

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:21 PM 10/19/2023
FILED 02:21 PM 10/19/2023
SR 20233771467 - File Number 2511200

CERTIFICATE OF FORMATION

OF

LPF MEDIA ASSET ACQ, LLC

This Certificate of Formation of LPF Media Asset Acq, LLC, dated as of October 19, 2023, is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is:

LPF Media Asset Acq, LLC

SECOND. The address of its registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808 in New Castle County. The name of the registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

By: */s/ Evelyn Gallego*
Name: Evelyn Gallego
Title: Authorized Person

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT OF RICHARD MCCONNELL, SWORN BEFORE ME THIS 1ST DAY OF NOVEMBER, 2023.

DocuSigned by:

Joshua Foster

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JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "LPF MEDIA ASSET ACQ, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF OCTOBER, A.D. 2023, AT 7:28 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

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State of Delaware
Secretary of State
Division of Corporations
Delivered 07:28 PM 10/23/2023
FILED 07:28 PM 10/23/2023
SR 20233795835 - File Number 2526033

CERTIFICATE OF INCORPORATION

OF

LPF MEDIA ASSET ACQ INC.

* * * * * * * *

ARTICLE I.

The name of the corporation (the "Corporation") is: LPF Media Asset Acq Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive Wilmington, New Castle County, DE 19808. The name of the registered agent of the Corporation at such address is Corporation Service Company.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, each of which shall have a par value of ONE CENT ($0.01) per share.

ARTICLE V.

The name and mailing address of the Incorporator is as follows:

Evelyn Gallego
Willkie Farr & Gallagher
600 Travis Street
Houston, TX 77002

/s/ Evelyn Gallego
Evelyn Gallego
Sole Incorporator

LPF MEDIA ASSET ACQ, LLC

600 Travis Street
Houston, TX 77002
(713) 510-1739

LPF Media Asset Acq, LLC, a Delaware Limited Liability Company, hereby expressly gives its consent to use of name to:

LPF Media Asset Acq Inc.

For use in the State of Delaware, which is

Filing its articles of incorporation.

LPF Media Asset Acq, LLC
(Name of entity giving consent)

By: /s/ Richard McConnell
Name: Richard McConnell
Title: Member

THIS IS **EXHIBIT "D"** REFERRED TO IN THE AFFIDAVIT OF RICHARD MCCONNELL, SWORN BEFORE ME THIS 1ST DAY OF NOVEMBER, 2023.

DocuSigned by:
Joshua Foster
166433D07B49432...

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

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

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

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 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 of 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

BY THE COURT

REGISTRAR

CKED

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

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 SISP. The Monitor shall advise each Potential Bidder designated a Qualified Bidder that it has submitted a Qualified LOI as soon as practical after the LOI Deadline.

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

D. Final Bid Process

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Selection of Winning Bid

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

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

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

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

F. Credit Bidding

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

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

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

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

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

APPROVAL ORDERS

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

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

CLOSING

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

DEPOSITS

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

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

GENERAL

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

SCHEDULE "A"

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

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

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

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

Name	Party
Jordan Schultz	Comerica
John Salmas (Remote)	Comerica
Peter Bychawski	Access Road Capital, LLC
Andrew Froh	CWM
Mike Shakra	CWM
John Birch	Court-appointed Monitor
Forrest Finn	Court-appointed Monitor
Wojtek Jaskiewicz	Premium Properties Ltd.
David Stabber	Comerica
Mark van Zandvoort	Hudson Private Corp.
Kathryn Esaw	Screen Actors Guild, Guilds
Hilary Book	Bayshore
ASIM IQBAL	Petitioners
BRYAN HICKS	Petitioners
MONICA FAHEIM	Petitioners.
Dawid Cieloszczyk	Union of BC Performers

THIS IS **EXHIBIT "E"** REFERRED TO IN THE AFFIDAVIT OF RICHARD MCCONNELL, SWORN BEFORE ME THIS 1ST DAY OF NOVEMBER, 2023.

DocuSigned by:
Joshua Foster
166433D07B49432...

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Bron Media Corp. (Re),*
2023 BCSC 1563

Date: 20230728
Docket: S235084
Registry: Vancouver

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

Before: The Honourable Justice Gomery

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioners:	B.J. Hicks M. Faheim A. Iqbal C. McCord (by video)
Counsel for Creative Wealth Management:	M. Shakra A.J. Froh E. Golden B. Bates (by video)

Counsel for Comerica Bank:	J.D. Schultz J.J. Salmas D. Staber
Counsel for Access Road Capital:	P. Bychawski
Counsel for the Monitor:	J.N. Birch F.D. Finn
Counsel for the Directors Guild of America Inc. the Screen Actors Guild and Writers Guild of America West Inc.:	K. Esaw (by video) D. Ahdoot
Counsel for Hudson Private Corp and Hudson Private LP.:	M. Van Zandvoort (by video) J. Suttner
Counsel for Premium Properties Limited:	P. Cho W. Jaskiewicz
Counsel for the DIP lender (via video):	J. Foster
Counsel for Bayshore Capital Advisors (by video):	H. Book
Counsel for Creative Wealth Media (by video):	B. Kosak
Counsel for Bron CFO (by video):	D. Whitney
Place and Date of Trial/Hearing:	Vancouver, B.C. July 27 and 28, 2023
Place and Date of Judgment:	Vancouver, B.C. July 28, 2023

[1] **THE COURT:** The petitioners, whom I will describe collectively as “Bron”, are in the business of developing, producing, and selling films, television series, and digital media content. Their business is conducted through many different companies and project-based entities in Canada, the United States, and elsewhere, and are aptly described by the monitor as a complex web of companies straddling two main business areas (live action and digital). There are multiple secured creditors that have obtained security on differing entities within the corporate group to secure a variety of credit facilities. The entire business is managed by a small executive team from an office in Burnaby, British Columbia.

[2] Bron's business ran into difficulty during and in the aftermath of the COVID pandemic. At present, it has assets valued at US $148 million and liabilities exceeding US $419 million. The assets are largely intangible and difficult to value. There are four secured creditors: Comerica, owed US $4 million; Access Road, owed US $12.5 million; Creative Wealth entities, owed US $50.1 million; and the Royal Bank of Canada, owed $50,000.

[3] Early this year, Access Road commenced proceedings seeking the appointment of a receiver of Bron. The application was allowed by Justice Macintosh, whose order has been stayed pending an appeal by Justice Marchand of the Court of Appeal. The appeal of the receivership order is presently scheduled to be heard on August 17.

[4] On July 19, 2023, Bron sought creditor protection under the *Companies' Creditors Arrangement Act,* R.S.C., 1985, c. C-36 [*CCAA*]. An initial order was made without notice except to the secured creditors. That order received provisional recognition by the US Bankruptcy Court on July 20.

[5] Under the initial order, a Creative Wealth entity is providing interim or DIP financing, without which Bron could not continue to function. Bron sought DIP financing from other potential lenders, including Access Road, and obtained no offers.

[6] Bron now seeks to extend and modify the initial order and a further order establishing a sale and investment solicitation process or SISP. This application is made on notice as provided in the initial order, is supported by the monitor, and is not opposed in principle by any stakeholder. Some stakeholders raise objections to two important aspects of the order sought.

[7] I am of the view that the application should be allowed with some modifications for the following reasons.

[8] The two orders really stand or fall together because the purpose of extending and modifying the initial order is to facilitate the SISP, and the SISP requires the extension and modifications. Broadly speaking, the SISP contemplates the marketing of Bron's assets or some kind of corporate restructuring in a structured manner over a limited time overseen by the monitor. Keeping that in mind, I will address various components of the application individually.

[9] I must address the following objections:

1) Access Road maintains that the order may result in an unfair allocation of costs borne by it, either by virtue of priority charges created by the order, or in the ultimate allocation of the proceeds of the SISP.

2) Unsecured creditors engaged in litigation against Bron entities say that they received insufficient notice of this application to permit a proper evaluation of the SISP and seek a one-week adjournment of this part of the application. Alternatively, they seek assurance that the fairness of the SISP will not be presumed on any future application to approve a transaction generated by the SISP.

3) An unsecured creditor, Premium, seeks a variation of the SISP that would prevent Creative Wealth or any entity associated with Creative Wealth from bidding under the SISP.

[10] I will deal first with matters that are unopposed.

Extension of the Stay

[11] Under the initial order, the stay of proceedings against the companies which lies at the heart of a proceeding under the *CCAA* expires on July 29, 2023, and an extension is sought to October 18, 2023. This application is governed by s. 11.02(2) of the *CCAA*. The circumstances must make the order appropriate, and the applicant must satisfy the court that the applicant has agented and is acting in food faith and with due diligence.

[12] Having read the materials, I am satisfied of Bron's good faith and due diligence. Bron is engaged in a genuine and reasonable attempt to restructure its affairs in order that its businesses may continue in some altered form or to some more limited extent.

[13] Bron has undertaken since the filing date steps to create and implement a communication plan to advise key stakeholders of these proceedings, assess outstanding litigation against related entities, communicate with employees, creditors, vendors, customers, and other stakeholders, develop a key employee retention plan or KERP in consultation with the monitor, develop a SISP in consultation with the monitor and Creative Wealth, seek and obtain recognition of these proceedings in the United States, as I have already noted, participate in a daily call with the monitor, and establish protocols with the monitor for reporting and monitoring purposes.

[14] I find that the continuation of the stay is appropriate because there is a reasonable prospect of a sale of assets or a capital restructuring as contemplated in the proposed SISP order. That prospect requires that the stay remain in effect, and the alternative is a chaotic insolvency that would lead to worse results for most if not all stakeholders.

[15] Bron has secured sufficient DIP financing from its largest secured creditor, Creative Wealth, in an amount sufficient with court approval to fund its operations through to the end of the extended stay period.

Increase in the Borrowing Limit for the DIP Loan and Associated Charge

[16] The DIP loan is approved in the initial order and is secured by a priority charge under the initial order. Bron is seeking an increase in the amount of the loan and charge from US $1.75 million to US $6.2 million. The increase is necessary to meet anticipated cash flow needs through the end of the extended stay. This part of the application is governed by s. 11.2 of the *CCAA* , and I must consider the factors listed in sub (4).

[17] Taking those factors into account, I conclude that the increase of the DIP financing limit in the DIP charge is appropriate. In particular, I note that the petitioners propose to complete the SISP with the receipt of final bids by September 8, 2023, followed by court approval, and to pay out the DIP financing by the end of the stay period on October 18. Bron will continue to be managed by its existing senior management team, subject to supervision by the monitor, the DIP lender, and as necessary by the court.

[18] None of Bron's major creditors is opposed to the proposed financing. The financing will enable pursuant of the SISP for the benefit of all creditors. Bron's property consists substantially of intangible assets in the form of projects that are presently underway, that are not obviously or reasonably exigible for the benefit of creditors, and whose value will most likely be realized through a SISP facilitated by the financing. There is no evidence that any creditor is likely to suffer material prejudice, and the monitor supports the increase in financing.

Administration Charge

[19] The initial order provides for an administration charge of up to $250,000. The charge secures the fees of the monitor and professionals engaged by Bron in connection with the restructuring.

[20] Bron seeks to increase the charge to $500,000. This part of the application is governed by s. 11.52 of the *CCAA*. I am satisfied that the increase is appropriate in light of the complexity of the proposed restructuring, the experience and importance

of the professionals whose fees are to be secured to the ongoing process, the length of time the process will require, and the monitor's recommendation taking into account that the monitor is not entirely disinterested on this point.

<u>The Directors' Charge</u>

[21] The initial order provides for directors and officers to be indemnified against liabilities they may incur as a result of their involvement with Bron during the restructuring period, to the extent that those liabilities are not insured to a maximum of $250,000.

[22] Bron seeks an increase in the charge to $742,000. This part of the application is governed by s. 11.51 of the *CCAA*.

[23] I am satisfied that the increase is appropriate in light of: the exposure of directors and officers to claims for unpaid wages during the period of the extended stay, the charge's support by the monitor, and the exclusion from the charge of obligations incurred as a result of the gross negligence or willful misconduct of an officer or director.

<u>KERP</u>

[24] Bron seeks approval of a KERP, providing for payment of up to $234,000 to 13 key employees and an associated priority charge. This part of the application is governed by the court's general authority under s. 11 of the *CCAA* to make any order that is appropriate for the furtherance of a restructuring contemplated by the *Act*; *Mountain Equipment Co-Operative (Re)*, 2020 BCSC 1586, at paras. 66 to 71.

[25] The proposed KERP was developed with input from the monitor. On the monitor's advice, it was extended from 10 to 13 employees for the same maximum total payment. I accept the monitor's assessment that the KERP is appropriate considering:

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 an aggregate;

c) the key employees have specialized expertise and familiarity with the business and are critical to maintain the petitioner's continued operations and to support the monitor in gathering information and responding to bidder inquiries for the successful conduct of the issues, 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* , R.S.C. 1985, c. B-3, 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.

[26] I turn to the controversial matters.

Priorities Issue

[27] This part of the application is governed by s. 11.2 of the *CCAA* and, in relation to other charges, s. 11.52. These sections authorize the court to grant specified charges priority over the claims of existing secured creditors. The purpose is to facilitate restructurings from which all creditors will benefit; *Canada v. Canada North Group Inc.*, 2021 SCC 30, at paras. 30 to 31.

[28] The priority afforded the DIP charge and the other priority charges under the initial order was limited by a carve-out to the extent of security held by one secured creditor, Comerica. Bron seeks continuation of a modified version of the carve-out.

[29] Access Road, which is both a secured creditor and an unsecured judgment creditor, complains that the carve-out offends the principle of fair and equal treatment of creditors by giving Comerica special treatment. However, Access Road's solution is not to eliminate the Comerica carve-out; it is to extend the carve-out to Access Road.

[30] The proposed carve-out is complicated. It applies only in respect of property that is subject to an encumbrance in favour of Comerica. I am told that it applies to only three entities. Where it applies, it distinguishes between two kinds of charge held by Comerica: priority collateral, and second priority collateral. The priority collateral is security over revenues, tax intensives, or proceeds derived from or related to three named motion pictures. The priority collateral is afforded full priority over all the charges created by the proposed order. Second priority collateral is afforded priority over charges to secure the KERP payments, DIP financing, and directors charge, but not the administration charge.

[31] The proposed carve-out was the subject of what I gather were intense negotiations involving Bron, Creative Wealth, Comerica, and the monitor. The reason for carving out the priority collateral was that its nature is such that it is unlikely to be realized while the *CCAA* proceedings are ongoing. Rather, it will be paid out over years from revenues generated by the films in question. The reason for carving out the second priority collateral seems to have been pragmatic, grounded in part in collateral agreements between Comerica and Creative Wealth.

[32] As I have noted, Access Road does not object to the Comerica carve-out. It wishes to be afforded a carve-out of its own that is subordinate to the Comerica carve-out, so that all the security held by Access Road would take priority over all the charges created by the proposed order. Access Road submits that to do otherwise is in effect to consolidate the debts of the various Bron entities without satisfying the requirements of consolidation as set out in *Redstone Investment Corporation (Re)*, 2016 ONSC 4453, at para. 47. It submits that the rights of individual secured creditors to execute against assets held by individual entities

must be protected by ring-fencing each entity. Otherwise, Access Road may end up bearing expenses associated with various priority charges, when those expenses were incurred solely for the benefit of entities in respect of which Comerica is the secured lender in first position. In a word, Access Road says that this is unfair.

[33] The starting point is that there are more than 40 Bron entities, all subject to collective treatment in this proceeding and under the order. This is sensible because all are managed from a single executive office and are to be marketed collectively through the SISP. The priority charges under the order -- the administration charge, KERP charge, DIP charge, and directors charge -- all relate to collective expenses not easily or obviously allocable to any one entity. Access Road concedes that collective administration of an insolvent economic group of companies is proper under the *CCAA*.

[34] I agree with Access Road that in the case of a group insolvency, the economic impact of priority charges must be fairly distributed as among the secured creditors. I do not think that the imposition of a collective charge can only be justified on the same basis as would support an equitable consolidation of debts, as discussed in *Redstone*. The question is one of the allocation of charges created by the court for the appropriate management of a *CCAA* proceeding. It involves the exercise of a broad statutory discretion for the furtherance of the purposes of the *CCAA.*

[35] I am not persuaded that the charges created by the order should be subordinated to the Access Road security as proposed by Access Road. Special treatment of Access Road is not justified by the special treatment afforded to Comerica because Comerica's security and situation are substantially different. Its debt is much smaller, and much of its collateral is unrealizable in the near term as a practical matter.

[36] It appears unlikely that the Comerica carve-out affecting only three entities will have much effect on Access Road's overall position. I accept that Access Road, together with other creditors, will benefit substantially from collective marketing of

Bron's business through the charges created by the order. In that light, the subordination of its security to the charges is not unfair, even though Comerica receives somewhat more favourable treatment. In short, I refuse Access Road's primary objection to the order.

[37] Access Road proposes two modifications to the draft order with a view to laying a foundation for future discussion of the fair allocation of proceeds obtained through the SISP. I agree that Access Road's proposed addition at paragraph 28(h), with the modification discussed in oral argument, is appropriate. Access Road and Bron propose different versions of paragraph 48. Both versions appropriately provide for future applications in relation to the allocation of charges among the property recovered by the order. Bron's version includes a proviso that any such allocation must provide for the payment in full of all amounts and obligations secured by the charges created by the order. I doubt that the proviso makes a difference because I think it is axiomatic that charges secured by the order as a first priority must be paid in full. I see no harm in its inclusion.

<u>The SISP</u>

[38] The other two objections concern the SISP.

[39] The SISP provides for the dissemination of information required by bidders, establishes a timetable for the solicitation and consideration of letters of intent and bids, fixes requirements broadly framed for their consideration, and sets out who may see letters of intent and bids as they are received. It contemplates that Creative Wealth as DIP lender may submit a bid, but if it does, its participation in the process will be limited in certain respects.

[40] The monitor describes the SISP as appropriate in the circumstances in providing wide exposure and flexibility to it to solicit the market for restructuring, recapitalization, or another form of re-organization of Bron's business and affairs for a sale of all or substantially all of its assets.

[41] In *Walter Energy Canada Holdings, Inc. (Re)*, 2016 BCSC 107, Justice Fitzpatrick stated at para. 20:

> [20] Approvals of SISPs are a common feature in *CCAA* restructuring proceedings. The Walter Canada Group refers to *CCM Master Qualified Fund v. Blutip Power Technologies*, 2012 ONSC 1750. At para. 6, Brown J. (as he then was) stated that in reviewing a proposed sale process, the court should consider:
>
> > (i) the fairness, transparency and integrity of the proposed process;
> >
> > (ii) the commercial efficacy of the proposed process in light of the specific circumstances facing the receiver; and,
> >
> > (iii) whether the sales process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale.

[42] I agree with the monitor that the process proposed by Bron and the monitor satisfies these criteria. On its face, it is fair, transparent, possesses integrity and commercial efficacy, and is likely to optimize recovery for stakeholders, including unsecured creditors and possibly shareholders. The timeline is short, but cash flow considerations necessitate a process that is not drawn out. At present, there is no better alternative in sight. On the other hand, I must take into account that this application has been brought on very short notice, and various unsecured creditors have not had a proper opportunity to gather evidence that might put a different perspective on the matter.

[43] An adjournment of the application for the SISP order, even for just one week, would give rise to substantial difficulty. Marketing is supposed to begin on August 1 and would be delayed. What is already an abbreviated timeline of five weeks would be cut down to four weeks. Creative Wealth is not committed to advancing funds required for the next week's operations until the SISP is approved. In light of these difficulties, I refuse the request for an adjournment.

[44] On the other hand, in view of the short notice of this application afforded the unsecured creditors, I find that the fairness of the SISP should not be presumed on any future application for approval of a transaction generated by the SISP.

[45] I turn to Premium's request for a modification that would prevent Creative Wealth of any entity associated with Creative Wealth from bidding under the SISP. I do not think that such a term is justified. I accept that the role of Mr. Cloth, a senior officer of at least some Creative Wealth entities and until recently a director of senior Bron entities, gives rise to an impression of cozy dealings. It is not clear whether this is anything more than an impression. Mr. Cloth resigned as a director of the Bron entities in May before the *CCAA* proceedings were commenced. Bron's present dealings with Creative Wealth are supervised by the monitor. If the monitor becomes aware of anything that is untoward, I am sure it will be reported to the stakeholders and the court.

[46] Creative Wealth is an obvious candidate to bid under the SISP because it is already involved with Bron and is familiar with its business. So long as the process is fair and the property is adequately exposed to the market, excluding a potential bidder from contention is not likely to yield the best outcome.

[47] Premium points to evidence that in some of their financing of Bron's films, Creative Wealth entities have participated as trustees for Premium and its affiliates. Premium says that Creative Wealth is in a conflict of interest. This is a matter between Premium and Creative Wealth. To the extent that Creative Wealth is in a conflict of interest, it may be under obligation to Premium, in which case Premium would have a strong case to take the benefit of whatever profit Creative Wealth is able to extract from its investment in Bron. Creative Wealth's apparent status as a trustee does not support an argument that it should be excluded from bidding under the SISP.

[48] For these reasons, I approve the amended and restructured initial order as presented, with the modifications as described, and I approve the SISP order.

“Gomery, J.”

THIS IS **EXHIBIT "F"** REFERRED TO IN THE AFFIDAVIT OF RICHARD MCCONNELL, SWORN BEFORE ME THIS 1ST DAY OF NOVEMBER, 2023.

Joshua Foster

JOSHUA FOSTER

A Commissioner for taking Affidavits

(or as may be)

EXECUTION VERSION

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 ARIO, 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 compromise 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 ARIO 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 ARIO 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 ARIO, 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 reasonably 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) <u>Amendment to the DIP Loan Agreement</u>. 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) <u>Second Amended and Restated Initial Order</u>. The Court shall have issued a second amended and restated Initial Order (the “**Second ARIO**”), 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) <u>Approval and Vesting Order</u>. 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 ARIO, 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 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;

(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 forgoing, 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.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 (CANADA) CORP.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC BC INC.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

WINDOR PRODUCTIONS BC INC.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE USA, CORP.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA INC.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON VENTURES 1 LLC

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

I AM PINK PRODUCTIONS, LLC

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL PC USA INC.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

ROBIN HOOD DIGITAL USA, LLC

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

SOLITARY HOLDINGS USA, LLC

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON CREATIVE CORP.

By: DocuSigned by: Aaron Gilbert 5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA INC.

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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

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

DRUNK PARENTS, LLC

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS USA INC.

DocuSigned by:
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

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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

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Name: Aaron Gilbert
Title: Chief Executive Officer

BAKHORMA, LLC

DocuSigned by:

By: Aaron Gilbert

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Name: Aaron Gilbert
Title: Chief Executive Officer

WELCOME TO ME, LLC

DocuSigned by:

By: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer

BRON ANIMATION INC.

DocuSigned by:

By: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES HOLDINGS USA, LLC

DocuSigned by:

By: Aaron Gilbert

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Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER HOLDINGS USA, LLC

DocuSigned by:

By: Aaron Gilbert

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Name: Aaron Gilbert
Title: Chief Executive Officer

LUCITE DESK, LLC

DocuSigned by:

By: Aaron Gilbert

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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON DEVELOPMENTS INC.

By: DocuSigned by: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS INTL. CORP.

By: DocuSigned by: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS INC.

By: DocuSigned by: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

BRON STUDIOS USA DEVELOPMENTS INC.

By: DocuSigned by: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

HEAVYWEIGHT HOLDINGS, LLC (PREVIOUSLY HARRY HAFT FILMS, LLC)

By: DocuSigned by: Aaron Gilbert
5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

FABLES PRODUCTIONS BC INC.

By: DocuSigned by: Aaron Gilbert
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Name: Aaron Gilbert
Title: Chief Executive Officer

GOSSAMER PRODUCTIONS BC INC.

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA CORP.

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Name: Aaron Gilbert
Title: Chief Executive Officer

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

FRONT RUNNER PRODUCTIONS, INC.

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

BROWN AMY, LLC

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO PRODUCTION SERVICES INC.

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

FONZO, LLC

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FRONT RUNNER, LLC

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Title: Chief Executive Officer

GREEN MOON INC.

DocuSigned by:
By: Aaron Gilbert
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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:
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5E05B98C84DA4EB...
Name: Aaron Gilbert
Title: Chief Executive Officer

RED SEA PRODUCTIONS INC.

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

TULLY PRODUCTIONS, LLC

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD HOLDINGS, LLC

DocuSigned by:
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Name: Aaron Gilbert
Title: Chief Executive Officer

TWWMD PRODUCTIONS, INC.

DocuSigned by:
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Title: Chief Executive Officer

VILLAINS PICTURES, LLC

DocuSigned by:
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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

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**

DocuSigned by:

By: Richard McConnell
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Name: Richard McConnell
Title: 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., 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.

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. Stitchting 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

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

ORDER MADE AFTER APPLICATION

APPROVAL AND VESTING ORDER

BEFORE THE HONOURABLE	)	
	)	November 7, 2023
JUSTICE GOMERY	)	

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

<u>Schedule "A"</u>

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

Name	Party

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.

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

APPROVAL AND VESTING ORDER

SCHEDULE "E"

ASSIGNMENT ORDER

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

ORDER MADE AFTER APPLICATION

ASSIGNMENT ORDER

BEFORE THE HONOURABLE	)	
	)	November 7, 2023
JUSTICE GOMERY	)	

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

<u>Schedule "A"</u>

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

Name	**Party**

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., 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	$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

THIS IS **EXHIBIT "G"** REFERRED TO IN THE AFFIDAVIT OF RICHARD MCCONNELL, SWORN BEFORE ME THIS 1ST DAY OF NOVEMBER, 2023.

DocuSigned by:
Joshua Foster
166433D07B49432...

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

AMENDMENT NO. 1 TO THE DIP LOAN AGREEMENT

This amending agreement (this "**Agreement**") is made as October 17, 2023, between all of the entities identified on the signature page hereto as a borrower (collectively, the "**Borrowers**"), and Creative Wealth Media Lending LP 2016, as lender (the "**Lender**").

WHEREAS:

A. The Borrowers and the Lender entered into an DIP Loan Agreement dated as of July 18, 2023 (the "**DIP Loan Agreement**"); and

B. The Borrowers and the Lender have agreed to make certain amendments to the DIP Loan Agreement on and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the premises and the agreements set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers and the Lender agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

Unless otherwise defined herein, capitalized terms used in this Agreement, including in the recitals hereto, shall have the meaning ascribed to such terms in the DIP Loan Agreement.

Section 1.2 References to the DIP Loan Agreement

Upon execution of this Agreement, the DIP Loan Agreement shall be deemed to have been amended as of the date hereof. The terms "hereof", "herein", "this DIP Loan Agreement", "the DIP Loan Agreement" and similar terms used in the DIP Loan Agreement, shall mean and refer to, from and after the date hereof, the DIP Loan Agreement as amended by this Agreement.

Section 1.3 Continued Effectiveness

Nothing contained in this Agreement shall be deemed to be a waiver by the Lender of compliance by the Borrowers with any covenant or agreement contained in the DIP Loan Agreement, or a waiver of any default or event of default under the DIP Loan Agreement, and each of the parties hereto agrees that the DIP Loan Agreement as amended by this Agreement shall remain in full force and effect, and time shall remain of the essence.

Section 1.4 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the Borrowers and the Lender and their respective successors and permitted assigns.

Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to $ are expressed in the lawful currency of the United States of America unless otherwise specifically indicated.

Section 1.6 Invalidity of any Provisions

Any provision of this Agreement, which is prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition in such jurisdiction without invalidating the remaining terms and provisions hereof and no such invalidity shall affect the obligation of the Borrowers to pay the debts, liabilities and obligations of the Borrowers under the DIP Facility.

Section 1.7 Captions and Headings

The inclusion of headings preceding the text of the sections of this Agreement and the headings following each Article in this Agreement are intended for convenience of reference only and shall not affect in any way such construction or interpretation thereof.

ARTICLE 2
AMENDMENTS

Section 2.1 Amendments

The DIP Loan Agreement is hereby amended as follows:

(a) clause (v) in the first paragraph of Section 5 titled "**Repayment**" on page 2 of the DIP Loan Agreement is amended by deleting "October 18, 2023" and replacing it with "November 8, 2023"; and

(b) the second paragraph of Section 6 titled "**Cash Flow Projections**" on page 3 of the DIP Loan Agreement is amended by deleting the two references to "Wednesday" and replacing each reference with "Friday".

ARTICLE 3
CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent

This Agreement shall not become effective until this Agreement is duly executed and delivered to the Lender.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 4.2 Time of the Essence

Time shall be of the essence in this Agreement in all respects.

Section 4.3 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.

[*The remainder of this page has been left intentionally blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set out above.

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**, as Lender

By: DocuSigned by: Richard McConnell C317D020236B4E5...

Name: Richard McConnell
Title: President

I have authority to bind the Corporation

BRON ANIMATION INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON CREATIVE CORP.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON DEVELOPMENTS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON MEDIA CORP.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON MEDIA HOLDINGS INTL. CORP.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON MEDIA HOLDINGS USA INC.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON RELEASING INC.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON STUDIOS INC.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON VENTURES 1 (CANADA) CORP

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON EVEREST PRODUCTIONS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

FABLES PRODUCTIONS BC INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

GOSSAMER PRODUCTIONS BC INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

HENCH 2 BC PRODUCTIONS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

HENCHMEN PRODUCTIONS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

ROBIN HOOD DIGITAL PC BC INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

WINDOR PRODUCTIONS BC INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON CREATIVE USA, CORP.

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON DIGITAL USA, LLC

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON LIFE USA INC. (BRON LEGACY USA INC.)

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON MEDIA HOLDINGS USA CORP.

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON RELEASING USA INC.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON STUDIOS USA INC.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON VENTURES 1, LLC

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON STUDIOS USA DEVELOPMENTS INC.

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BAKHORMA, LLC

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

DRUNK PARENTS, LLC

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

FABLES HOLDINGS USA, LLC

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

FABLES PRODUCTIONS USA INC

DocuSigned by:

Per: Aaron Gilbert

5E05B98C84DA4EB...

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

GOSSAMER HOLDINGS USA, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

GOSSAMER PRODUCTIONS USA INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

HARRY HAFT PRODUCTIONS, INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

HEAVYWEIGHT HOLDINGS, LLC (PREVIOUSLY HARRY HAFT FILMS, LLC)

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

I AM PINK PRODUCTIONS, LLC

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

NATIONAL ANTHEM HOLDINGS, LLC
(F. K. A. BCDC HOLDINGS, LLC)

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

NATIONAL ANTHEM PRODCO INC.

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

OAKLAND PICTURES HOLDINGS, LLC

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

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

PATHWAY PRODUCTIONS, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

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ROBIN HOOD DIGITAL PC USA INC.

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

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ROBIN HOOD DIGITAL USA, LLC

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SOLITARY HOLDINGS USA, LLC

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SURROUNDED HOLDINGS USA LLC

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WELCOME TO ME, LLC

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LUCITE DESK, LLC

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

THIS IS **EXHIBIT "H"** REFERRED TO IN THE AFFIDAVIT OF RICHARD MCCONNELL, SWORN BEFORE ME THIS 1ST DAY OF NOVEMBER, 2023.

DocuSigned by:

Joshua Foster

166433D07B49432...

JOSHUA FOSTER

A Commissioner for taking Affidavits

(or as may be)

AMENDMENT NO. 2 TO THE DIP LOAN AGREEMENT

This amending agreement (this "**Agreement**") is made as October 24, 2023, between all of the entities identified on the signature page hereto as a borrower (collectively, the "**Borrowers**"), and Creative Wealth Media Lending LP 2016, as lender (the "**Lender**").

WHEREAS:

A. Certain of the Borrowers and the Lender entered into a DIP Loan Agreement dated as of July 18, 2023 (the "**DIP Loan Agreement**");

B. Certain of the Borrowers and the Lender entered into Amendment No. 1 to the DIP Loan Agreement dated as of October 17, 2023 (the "**First Amendment**"); and

C. The Borrowers and the Lender have agreed to make certain amendments to the DIP Loan Agreement, as amended by the First Amendment, on and subject to the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the premises and the agreements set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers and the Lender agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

Unless otherwise defined herein, capitalized terms used in this Agreement, including in the recitals hereto, shall have the meaning ascribed to such terms in the DIP Loan Agreement.

Section 1.2 References to the DIP Loan Agreement

Upon execution of this Agreement and satisfaction of the Conditions Precedent set out in Section 3.1 herein, the DIP Loan Agreement shall be deemed to have been amended as of such date. The terms "hereof", "herein", "this DIP Loan Agreement", "the DIP Loan Agreement" and similar terms used in the DIP Loan Agreement, shall mean and refer to, from and after the date hereof, the DIP Loan Agreement as amended by the First Amendment and this Agreement.

Section 1.3 Continued Effectiveness

Nothing contained in this Agreement shall be deemed to be a waiver by the Lender of compliance by any of the Borrowers with any covenant or agreement contained in the DIP Loan Agreement, or a waiver of any default or event of default under the DIP Loan Agreement, and each of the parties hereto agrees that the DIP Loan Agreement as amended by this Agreement shall remain in full force and effect, and time shall remain of the essence.

Section 1.4 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the Borrowers and the Lender and their respective successors and permitted assigns.

Section 1.5 Currency

All references in this Agreement to dollars, monetary amounts or to $ are expressed in the lawful currency of the United States of America unless otherwise specifically indicated.

Section 1.6 Invalidity of any Provisions

Any provision of this Agreement, which is prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition in such jurisdiction without invalidating the remaining terms and provisions hereof and no such invalidity shall affect the obligation of the Borrowers to pay the debts, liabilities and obligations of the Borrowers under the DIP Facility.

Section 1.7 Captions and Headings

The inclusion of headings preceding the text of the sections of this Agreement and the headings following each Article in this Agreement are intended for convenience of reference only and shall not affect in any way such construction or interpretation thereof.

ARTICLE 2
AMENDMENTS

Section 2.1 Amendments

The DIP Loan Agreement, as amended by the First Amendment, is hereby further amended as follows:

(a) clause (v) in the first paragraph of Section 5 titled "**Repayment**" on page 2 of the DIP Loan Agreement is amended by deleting "November 8, 2023" and replacing it with "December 4, 2023"; and

(b) **Schedule "A"** shall be amended to include the following entities (collectively, the "**Non-Petitioner Entities**"), which shall become Borrowers under the DIP Loan Agreement and shall be jointly and severally liable for all DIP Obligations arising from and after November 7, 2023:

- 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
- 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.
- Surrounded Productions USA Inc.
- October Series Holdings, LLC

ARTICLE 3
CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent

This Agreement shall not become effective until:

(a) this Agreement is duly executed and delivered to the Lender;

(b) an Approval and Vesting Order in respect of the Agreement of Purchase and Sale dated October 24, 2023 (the "**Sale Agreement**") among the Vendors (as defined in the Sale Agreement) and the DIP Lender, by its general partner, Creative Wealth Media GenPar Ltd., and an Assignment Order (as defined in the Sale Agreement), each in form and substance satisfactory the DIP Lender in its sole discretion, have been granted by the Canadian Court; and

(c) an Order approving this Agreement, adding the Non-Petitioner Entities as “Petitioners” in the CCAA Proceedings, subjecting all of the Non-Petitioner Entities’ current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof to the DIP Charge, and extending the stay of proceedings in the CCAA Proceedings to no earlier than December 1, 2023, in form and substance satisfactory to the DIP Lender in its sole discretion, has been granted by the Canadian Court.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 4.2 Time of the Essence

Time shall be of the essence in this Agreement in all respects.

Section 4.3 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.

[*The remainder of this page has been left intentionally blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set out above.

CREATIVE WEALTH MEDIA LENDING LP 2016, by its general partner, **CREATIVE WEALTH MEDIA GENPAR LTD.**, as Lender

By: DocuSigned by: Richard McConnell C317D020236B4E5

Name: Richard McConnell
Title: President

I have authority to bind the Corporation

BRON ANIMATION INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON CREATIVE CORP.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON DEVELOPMENTS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON MEDIA CORP.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON MEDIA HOLDINGS INTL. CORP.

DocuSigned by:
Per: Aaron Gilbert
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Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON MEDIA HOLDINGS USA INC.

DocuSigned by:
Per: Aaron Gilbert
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Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON RELEASING INC.

DocuSigned by:
Per: Aaron Gilbert
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Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON STUDIOS INC.

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

Name: Aaron Gilbert

Title: Chief Executive Officer

I/We have the authority to bind the corporation

BRON VENTURES 1 (CANADA) CORP

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

Per: ______________________________

Name: Aaron Gilbert
Title: Chief Executive Officer
I/We have the authority to bind the corporation

BRON EVEREST PRODUCTIONS INC.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

Per: ______________________________

Name: Aaron Gilbert
Title: Chief Executive Officer
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FABLES PRODUCTIONS BC INC.

DocuSigned by:
Aaron Gilbert
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Per: ______________________________

Name: Aaron Gilbert
Title: Chief Executive Officer
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GOSSAMER PRODUCTIONS BC INC.

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

Per: ______________________________

Name: Aaron Gilbert
Title: Chief Executive Officer
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HENCH 2 BC PRODUCTIONS INC.

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HENCHMEN PRODUCTIONS INC.

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ROBIN HOOD DIGITAL PC BC INC.

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Name: Aaron Gilbert

Title: Chief Executive Officer

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WINDOR PRODUCTIONS BC INC.

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Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON CREATIVE USA, CORP.

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Per: ______________________________

Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON DIGITAL USA, LLC

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Per: ______________________________

Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON LIFE USA INC. (BRON LEGACY USA INC.)

DocuSigned by:
Aaron Gilbert
5E05B98C84DA4EB...

Per: ______________________________

Name: Aaron Gilbert

Title: Chief Executive Officer

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BRON MEDIA HOLDINGS USA CORP.

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Title: Chief Executive Officer

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BRON STUDIOS USA INC.

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BRON VENTURES 1, LLC

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BRON STUDIOS USA DEVELOPMENTS INC.

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BAKHORMA, LLC

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DRUNK PARENTS, LLC

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HARRY HAFT PRODUCTIONS, INC.

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HEAVYWEIGHT HOLDINGS, LLC (PREVIOUSLY HARRY HAFT FILMS, LLC)

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I AM PINK PRODUCTIONS, LLC

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Title: Chief Executive Officer
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NATIONAL ANTHEM HOLDINGS, LLC
(F. K. A. BCDC HOLDINGS, LLC)

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NATIONAL ANTHEM PRODCO INC.

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OAKLAND PICTURES HOLDINGS, LLC

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WELCOME TO ME, LLC

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FRONT RUNNER PRODUCTIONS, INC.

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BROWN AMY, LLC

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FONZO PRODUCTION SERVICES INC.

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FONZO, LLC

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FRONT RUNNER, LLC

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GREEN MOON INC.

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HARMON FILMS, LLC

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HARMON MONSTER FILMS, INC.

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NEEDLE IN A TIMESTACK, LLC

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PARA PRODUCTIONS, LLC

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RED SEA LLC

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RED SEA PRODUCTIONS INC.

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TULLY PRODUCTIONS, LLC

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TWWMD HOLDINGS, LLC

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VILLAINS PICTURES, LLC

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SURROUNDED PRODUCTIONS USA INC.

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OCTOBER SERIES HOLDINGS, LLC

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Title: Chief Executive Officer

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