SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-24-03003083-0031 **DATE: August 5, 2025**

NO. ON LIST: 6

TITLE OF PROCEEDING:

IN THE MATTER OF BANKRUPTCY OF CREATIVE WEALTH MEDIA FINANCE CORPORATION OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

BEFORE: Justice J. Dietrich

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Jason Wadden, Counsel	Creditors -Ad-hoc Group	jwadden@tyrllp.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Michael Nowina, Trustee	TDB Restructuring Limited	Michael.nowina@bakermckenzie.com
Ryan Shah, Counsel	Highmore Trade Finance	Ryan.shah@paliareroland.com

Jason Berrall, Counsel	Create Wealth Media Lending Inc.	berrallj@bennettjones.com
Bryan A. Tannenbaum, Proposed Receiver	TBD Advisory	btannenbaum@tdbadvisory.ca
Arif Dhanani	Bankruptcy Trustee	adhanani@tdbadvisory.ca

ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

[1] In December 2023, Creative Wealth Media Finance Corp. ("**CWMF**") was deemed bankrupt pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). TDB Restructuring Limited ("**TDB**") was appointed as the bankruptcy trustee at the first meeting of creditors (in such capacity, the "**Trustee**").

[2] The moving party, Linda Krol is a member of a group of approximately 90 creditors and claimants of CWMF (the "**Ad-hoc Group**"), about half of whom have secured claims against CWMF totaling approximately $45 million USD plus interest.

[3] There is no opposition to the relief sought today.

[4] Defined terms used but not otherwise defined herein have the meaning provided to them in the factum of the Ad-hoc Group filed for use on this motion.

Background

[5] Prior to its bankruptcy, CWMF operated as a media financing entity that raised capital through two primary mechanisms: (i) participation agreements with individual investors, and (ii) secured loan arrangements referred to as "Series Investments." The participation agreements provided investors with a fractional interest in specific film loans, while the Series Investments were secured against all of CWMF's assets.

[6] Ms. Krol is a member of the Ad-hoc Group of approximately 90 investors represented by Tyr LLP who, together with other associated investors, have secured, unsecured and other claims against CWMF totalling in excess of $104,000,000 comprised of both Secured Loans or Participation Agreements.

[7] Certain members of the Ad-hoc Group invested approximately USD$45,000,000 in Secured Loans through different series of Promissory Notes that were secured by General Security Agreements ("**GSAs**"). The GSAs provided that the lender under the Promissory Note with the contractual right to appoint a receiver.

[8] Each series of the Secured Loans issued by CWMF purportedly related to different Productions or groups of Productions. Members of Ad-hoc Group invested in Series B, D, E and F Secured Loans.

[9] Certain members of the Ad-hoc Group also invested in Terms Sheets or Participation Agreements through which CWMF sold or syndicated a portion of a secured loan that it had agreed to advance to BRON (or another studio) for the purposes of financing a Production.

[10] As of today, none of the amounts owing to any of the Ad-hoc Group members (or associated investors) on account of the Secured Loans have been repaid.

[11] There are two potential prior ranking secured creditors, however, they either support or take no position on the relief sought.

Issue

[12] The only issue to be determined today, is whether it is just or convenient to appoint TDB as receiver over the assets, properties and undertakings of CWMF.

Analysis

[13] The test for the appointment of a receiver under s. 243 of the *BIA* or s. 101 of the *Courts of Justice Act* is whether it is just or convenient.

[14] In determining whether it is just or convenient to appoint a receiver the court must have regard to all of the circumstances of the case particularly the nature of the property and the rights and interests of all parties in relation to the property: see *Bank of Nova Scotia v Freure Village of Clair Creek*, [1996] OJ No 5088 at para 10. While the appointment of a receiver is generally an extraordinary equitable remedy, where the rights of the secured creditor include, pursuant to the terms of its security, the right to seek the appointment of a receiver, the burden on the applicant is lessened: see *Bank of Montreal v. Sherco Properties Inc*. 2013 ONSC 7023 at para 41 and 42.

[15] As summarized by Justice Osborne in *iSpan Systems LP*, 2023 ONSC 6212 at para 32, a number of factors have historically been taken into account in the determination of whether it is appropriate to appoint a receiver. The factors are not a checklist, but rather a collection of considerations to be viewed holistically, they include:

> a. whether irreparable harm might be caused if no order is made, although as stated above, it is not essential for a creditor to establish irreparable harm if a receiver is not appointed where the appointment is authorized by the security documentation;
> b. the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of assets while litigation takes place;
> c. the nature of the property;
> d. the apprehended or actual waste of the debtor's assets;
> e. the preservation and protection of the property pending judicial resolution;
> f. the balance of convenience to the parties;
> g. the fact that the creditor has a right to appointment under the loan documentation;
> h. the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulties with the debtor;

i. the principle that the appointment of a receiver should be granted cautiously;
j. the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently;
k. the effect of the order upon the parties;
l. the conduct of the parties;
m. the length of time that a receiver may be in place;
n. the cost to the parties;
o. the likelihood of maximizing return to the parties; and
p. the goal of facilitating the duties of the receiver.

[16] In this case, it is just and convenient to appoint a TDB as receiver.

[17] TDB is qualified to act as receiver and has consented to do so. TDB is already Trustee.

[18] Since the BIA provides that the Trustee's rights to the bankrupt's assets are subject to the rights of secured creditors, the purpose of appointing TDB as Receiver is so that there can be a singular court-officer who is responsible for the realization of CWMF's assets for the benefit of all creditors and claimants; and there can be no question as to TDB's authority and ability to realize on CWMF's various assets or its right to be compensated for such services.

[19] The appointment of TBD as the Receiver as well as Trustee will allow for the synergies and efficiencies that come with having a singular court officer addressing the realization of CWMF's assets and associated matters, which will benefit all stakeholders. This is particularly the case given that the Trustee has already undertaken various work to understand CWMF's business and assets and to recover assets.

[20] The terms of the proposed receivership order are appropriate and generally consistent with the Model Order of the Commercial List. The bespoke provisions addressing the payment of the Trustee's fees are also appropriate in the circumstances of this case.

Disposition

[21] Accordingly, I grant the receivership order in the form signed by me today.

August 5, 2025 Justice J. Dietrich