

District of ONTARIO
Division No. 09 – Toronto
Court File No.: BK-24-03003083-0031
Estate File No.: 31-3003083

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)

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

AFFIDAVIT OF RICHARD MCCONNELL
(Sworn February 29, 2024)

I, RICHARD MCCONNELL, of the Township of Ajax, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am the Chief Investment Officer and a Director of Creative Wealth Media Lending Inc. ("Lending"). As such, I have personal knowledge of the matters deposed to below.
2. This affidavit is sworn in response to the motion by RSM Canada Limited (now TDG Restructuring Limited), in its capacity as trustee (the "Trustee") of Creative Wealth Media Finance Inc. ("Finance"), to access books and records on Lending's premises. The motion was initially brought without notice to Lending.
3. As set out in the affidavit of Arif Dhanani ("Dhanani") sworn February 21, 2024, the Trustee was appointed by Finance's creditors to replace the initial trustee appointed when Finance was deemed to file an assignment in bankruptcy.

Creative Wealth Media Lending Inc.

4. Lending arranges for financing to the producers and distributors of motion picture, television, and animated productions. Lending also provides investment and administrative services to various entities.

5. Lending represents a single Canadian institutional pension fund investor whose investments are structured primarily through limited partnerships administered by Lending as general partner. Through the limited partnerships, Lending, as administrator, through different investment vehicles, makes direct and indirect investments in productions on behalf of its investor client.

6. Lending and Finance are separate corporations, operating separate businesses in the motion picture, television, and animated productions industry. Lending and Finance are separately managed, have separate clients and separate legal representation. Lending operates independently of Finance.

7. Lending and Finance exist under common upstream ownership by two ultimate shareholders that are unrelated, and which share equal indirect voting entitlement, resulting in neither shareholder controlling Lending or Finance. Neither Lending nor Finance are subsidiaries of the other.

151 Bloor Street West

8. Lending's office is located in Toronto at 151 Bloor St West, Suite 700 ("151 Bloor"). The office is shared by Lending, Finance, and several other entities, including Epic Media. Also using

that address are several other corporations and investment vehicles that have been established in foreign jurisdictions that use 151 Bloor as their mailing address.

9. The office does not house extensive paper records. The businesses, other than Epic Media, have generated extensive digital records and communications, including email, all of which is housed on a common network system with some common cloud storage. Other than Epic Media, the paper and digital records of all of the businesses and entities at 151 Bloor are substantially intermingled.

10. The records at 151 Bloor are accessible on the cloud from 151 Bloor include lawyer/client communications and other confidential communications in relation to matters in which Lending and its limited partnerships are adverse to Finance.

Adversity Between Lending and Finance

11. As is known to the Trustee and to counsel for the Trustee, Lending and Finance are adverse in interest. Among other things:

- (a) Creative Wealth Media Lending Limited Partnership, one of Lending's limited partnerships, is a contingent claimant of Finance. It is listed (as "Creative Wealth Media Lending LP") in Finance's notice of bankruptcy as a creditor of Finance (Exhibit "E" to the Dhanani affidavit). Lending's institutional pension fund investor invested through Creative Wealth Media Lending Limited Partnership in several Finance-led film and television projects that have failed;
- (b) Creative Wealth Media Lending LP 2016 ("LP 2016") is a limited partnership administered by Lending. LP 2016 and Finance made competing bids in the SISP

of Bron Media Corp. ("Bron") in Bron's proceeding under the *Companies' Creditors Arrangement Act*. Finance subsequently did not proceed in the Bron SISF;

- (c) Finance's creditors strongly objected to various steps taken by LP 2016 in the CCAA proceedings of Bron. They objected to LP 2016's debtor-in-possession financing, they objected to the SISF and they objected to approval of LP 2016's original bid and revised bid, which was ultimately approved by the CCAA court on January 17, 2024, and which approval was given preliminary and final recognition by the Chapter 15 Court in the United States;
- (d) in opposing LP 2016's, creditors of Finance argued that they (directly and through Finance) had competing claims against Bron's assets that should not be vested out in favour of LP 2016's approval and vesting order;
- (e) the Bron CCAA proceeding is known to the Trustee and to Trustee's counsel, as it is described in the Dhanani affidavit, and reasons dated November 29, 2023 in the Bron CCAA proceeding are attached as Exhibit "V" to the Dhahani affidavit. The Trustee and Trustee's counsel are also aware from the Bron CCAA proceeding that LP 2016 is represented by Bennett Jones LLP; and
- (f) at the January 17, 2024 hearing at which LP 2016's bid in the Bron SISF was approved, Bryan Tannenbaum ("Tannenbaum") and Dhanani appeared for the Trustee, and Tannenbaum made submissions in opposition to LP 2016's bid. Attached as Exhibit "A" are the oral reasons for judgment given that day by Justice Gomery.

12. The records of Lending and its limited partnerships, including LP 2016, in relation to the Bron SISP, and Lending administered limited partnership investments participating with Finance, including privileged and confidential communications, are among the commingled records at 151 Bloor, and accessible on the cloud from 151 Bloor.

January 31, 2024 Attendance at 151 Bloor by the Trustee and Baker McKenzie

13. On the evening on January 30, 2024, Lending learned from Eric Golden of Blaney McMurtry, counsel for Jason Cloth ("Cloth"), that the Trustee would be attending at 151 Bloor the following day to search the premises and take possession of Finance's books and records.

14. On January 31, 2024, Brian Koscak ("Koscak"), the General Counsel of Lending, attended at 151 Bloor on behalf of Lending. Also in attendance were Michael Nowina ("Nowina") of Baker McKenzie, counsel for the Trustee, Dhahani, representing the Trustee, and David Ullman of Blaney McMurtry, representing Cloth. Koscak informed Nowina and Dhanani that he was representing Lending and its limited partnership interests. This paragraph, and the two paragraphs that follow, are based on information from Koscak that I believe to be true.

15. When Nowina and Dhanani attended on January 31, 2024, Koscak was advised that the Trustee wanted to make a copy all electronic books and records on or accessible through 151 Bloor.

16. In response, Koscak advised Nowina and Dhanani that Finance shared premises with other entities, including Lending and its limited partnerships, that the books and records on the premises were intermingled, and that Lending's records included privileged and confidential communications. For this reason, Koscak refused to allow the Trustee to access 151 Bloor as

requested. Koscak advised Nowina and Dhanani that he needed to consult external counsel before proceeding further.

February 23, 2024 Motion

17. The February 23, 2024 motion was brought without notice to Lending, to any of our limited partnerships, or to our counsel, Bennett Jones LLP.

18. The Trustee did not provide Lending or Bennett Jones with a copy of the order made on February 23, 2024. Lending learned of the order from Blaney McMurtry.

Communications Between Bennett Jones and Trustee/Baker McKenzie

19. Lending accepts that the Trustee should be permitted to access books and records of Finance located at 151 Bloor, or that can be accessed from 151 Bloor. As they are commingled with the records of other entities, Finance's records need to be extracted in a manner that respects the confidentiality and privilege of other parties whose records are commingled at 151 Bloor.

20. In an exchange of emails among Bennett Jones, Baker McKenzie and the Trustee on February 26 and 27, 2024, and a call on February 27, 2024, Lending proposed that the review and disclosure of any commingled records be undertaken by a neutral third-party custodian pursuant to a review protocol agreed to by affected parties.

21. I am advised by Michael Shakra ("Shakra") of Bennett Jones LLP and believe that the Trustee's position is that it should not pay for any costs associated with the segregation and production of Finance's records. Attached as Exhibit "B" are email exchanges involving counsel and the Trustee on February 26 and 27, 2024.

Failure to Make Full Disclosure / Request to Cross-Examine

22. Lending believes that the Trustee and Trustee's counsel failed to make full disclosure to the court in obtaining the February 23, 2024 *ex parte* order.

23. Through Bennett Jones, Lending has asked to cross-examine Dhanani on his affidavit. As set out in Exhibit "B", Baker McKenzie has refused to produce Dhanani to be cross-examined on his affidavit.

SWORN BEFORE ME by way of)
videoconference on this 29th day of)
February 2024. The affiant was located in)
the Town of Ajax, in the Province of)
Ontario and the Commissioner was located)
in the City of Toronto, in the Province of)
Ontario. This affidavit was commissioned)
remotely and declaration administered in)
accordance with Ontario *Regulation*)
431/20.)

DocuSigned by:
Andrew Sahai
9BE7E0B4825841D

ANDREW SAHAI)
A Commissioner for Oaths in and for the)
Province of Ontario)

DocuSigned by:
Richard McConnell
C317D020236B4E5

RICHARD MCCONNELL

**This is Exhibit "A" referred to in the Affidavit of Richard McConnell
sworn February 29, 2024.**

DocuSigned by:
Andrew Sahai
9BF7E0B4825841D...

ANDREW SAHAI

Commissioner for Taking Affidavits (or as may be)

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Bron Media Corp. (Re)*,
2024 BCSC 289

Date: 20240117
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. B16, 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:

A. Iqbal
D. Ward
M. Gargaro, Articled Student

Counsel for the Attendee, Grant Thornton
Ltd. (Monitor):

J.N. Birch
F.D. Finn

Counsel for the Attendee, Creative Wealth
Media Lending:

M. Shakra
D. Gruber

Counsel for the Attendee, Access Road
Capital LLC:

P. Bychawski

Counsel for the Attendee, Three Point
Capital Holdings:

C. Hildebrand

Counsel for the Attendee, Premium
Properties Ltd. and Ad Hoc Group of
Investors:

P. Cho

Counsel for the Attendee, Catalyst:

J. Wadden

Agent for the Attendee, Trustee in
Bankruptcy:

A. Dhanani
B. Tannenbaum

Counsel for the Attendee, Media Red Studio
(by video):

R. Schwill

Place and Date of Hearing:

Vancouver, B.C.
January 16, 2024

Place and Date of Judgment:

Vancouver, B.C.
January 17, 2024

Introduction

[1] The petitioners, collectively, “Bron”, are insolvent and have been operating under the protection of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. 36 [CCAA] since July 2023. The CCAA proceedings have been contentious. Contested applications were addressed in reasons for judgment issued by me and indexed at 2023 BCSC 1563 (pronounced July 28, 2023), 2023 BCSC 1906 (pronounced October 11, 2023), and 2023 BCSC 2109 (pronounced November 29, 2023 (the “November decision”). Bron's corporate and capital structure are complicated and, for present purposes, I need only touch upon the background and issues addressed at length in those decisions.

[2] Bron carried on business developing films and video games through a multitude of project-based entities in various jurisdictions. Management was centralized in an office in Burnaby, B.C. Bron financed many projects through project-specific loans. The projects were individually risky, but held out the prospect of substantial rewards if the result were a successful film or video game. Most of the Bron entities did not prepare financial statements unless and until a project proved successful. There are well more than 100 Bron entities in total. All these features of Bron's business make it unusually difficult to value Bron's assets and assess the position of secured creditors.

[3] At present, there are two secured creditors at the enterprise level: Creative Wealth Media Lending LP 2016 (“Creative Wealth”), and Access Road Capital, LLC (“Access Road”). Creative Wealth is the interim or DIP lender and is the beneficiary of a priority charge to the extent of \$6.2 million.

[4] An Ad Hoc Group of Investor Creditors (the “Ad Hoc Group”) claim as persons who made secured loans to Bron entities with the intention of participating in project tax credits or project revenues. These loans were financed through “lender entities” with security held by the lender entity in trust for the investor creditors. The lender entities were Creative Wealth Media Finance Corp (“CWMF”), Creative Wealth Lending LP 2016 (“CWML”), or a Bron entities with CWMF or

CWML. The Ad Hoc Group say that they are owed collectively approximately US\$23 million, not including interest.

[5] In November 2023, following a process set out in a SISP (sales and investment solicitation process) order, Bron and the monitor brought forward a proposed sale of substantially all of Bron's assets to Creative Wealth. Access Road opposed the sale, as did the Ad Hoc Group. While I rejected many of their arguments, I dismissed the application because the approval and vesting order ("AVO") proposed would divest Access Road of its secured entitlement to a significant receivable from a third party, Media Res Studio LLC. In the November decision, I stated:

[66] As Bron, the Monitor and Creative Wealth have emphasized, a strong consideration favouring the proposed orders is that the SISP has tested the market and no better transaction has emerged. The proposed sale of substantially all of Bron's assets to Creative Wealth would allow Bron's projects to carry on. Bron has terminated all of its employees, but there are contracting parties, including writers, actors, directors, and many others engaged in making films and video games under development by Bron, whose interests would be protected and secured. Creative Wealth would accede to Bron's position in connection with project loans such as those extended by the Ad Hoc Group, with the likely result that loans to successful projects would be repaid, just as would have been the case had Bron stayed in business.

[...]

[68] Nevertheless, I am not persuaded that the AVO and assignment order are fair and appropriate. In my view, the fundamental difficulty is that approval of the AVO would cause a readjustment of priorities over a receivable from Media Res as between Access Road and Creative Wealth. This is not what the statute was intended to accomplish, and it would give rise [to] unfairness.

[6] I concluded as follows:

[88] In brief, I am not satisfied that the AVO and assignment order are fair and appropriate in the circumstances of this case. The dominant consideration is that the AVO would unfairly divest Access Road of its secured entitlement to the Media Res receivable. On a balance of probabilities, I find that Access Road's secured entitlement has significant value. The Media Res receivable is an asset of substance. The claims in priority to Access Road's entitlement are most unlikely to exceed US\$6.5 million and it is likely that only some portion of them will fall to be satisfied from the receivable.

[7] Since my decision in November, Media Res, Access Road, Creative Wealth, and Bron, with input from the monitor, have negotiated an alternative transaction satisfactory to all of them. In broad outline:

- a) Media Res has settled its obligation to Bron and paid approximately US\$8 million to the monitor to be held in trust pending this application;
- b) Creative Wealth, as the DIP lender, is to receive US\$1.1 million of the funds paid by Media Res, and the balance will be paid to Access Road;
- c) In place of the AVO and assignment order proposed in November, there will be a pair of such orders in substantially similar terms, one providing for the disposition of certain Bron assets to Access Road, and the other providing for the disposition of the rest of Bron's assets to Creative Wealth as before; and
- d) The stay under the Amended and Restated Initial Order granted July 28, 2023, which amended the Initial Order granted July 19, 2023, is to be extended to March 29, 2024.

[8] Both Creative Wealth and Access Road are to acquire the assets they will receive by virtue of their security and the money that is owed to them by Bron entities. The appropriation of \$1.1 million of the Media Res funds to pay down the DIP loan is supported by a detailed allocation analysis performed by the monitor.

[9] The alternative transaction resolves the fundamental issue that led me to doubt that the earlier transaction was fair and appropriate.

[10] However, the Ad Hoc Group renew their opposition and raise additional objections. They are supported by another group of investors who have, to this point, maintained only a watching brief and by the recently appointed trustee in bankruptcy of CWNF.

Legal Framework

[11] There is no dispute as to the legal framework, which is reviewed in my earlier reasons. I must exercise the statutory discretion conferred under ss. 11 and 13 of the CCAA and have regard to the considerations listed in s. 36(3). The cases stress consideration of the interests of all parties and the efficacy and integrity of the sale process; *Royal Bank of Canada v. Soundair Corp.* (1991), 4 O.R. (3d) 1, 1991 CanLII 2727 (C.A.). It is not simply a matter of obtaining the best price. The fundamental question is whether the proposed transaction is fair and appropriate.

Analysis

[12] The following is either uncontentious or flows from my November decision:

- a) The process leading to the proposed transaction was reasonable in the circumstances. I addressed the reasonableness of the process undertaken under the SISP order in my reasons at para. 59, and the process since then has featured informed and arm's length commercial negotiations leading to an agreement that has resolved the substantial dispute.
- b) The monitor participated in and approved the process leading to the proposed transaction.
- c) The monitor's fifth report states its opinion that the proposed transaction would be more beneficial to the creditors than a sale or disposition under a bankruptcy.

[13] There is some dispute as to the extent to which the Ad Hoc Group and other creditors were consulted. I think it is fair to say that Bron and the monitor have been paying the most attention to Access Road and Creative Wealth. This is a consequence of their status as secured creditors at the enterprise level and the history and complexity of these proceedings. Consultation with the Ad Hoc Group and other investors since November 2023 has been perfunctory.

[14] On the other hand, these outside investors seem not to have pressed their claims until very late in the day. The position of the Ad Hoc Group only crystallized with the delivery of material on the night before this application was heard. Some of the complaints advanced now should have been pursued last November, or earlier.

[15] One of the outside investors' complaints is that they have been left in the lurch by CWMF in its capacity as their trustee, to the extent that they have been unable even to obtain a clear picture of how their money was invested in Bron entities by CWMF. The fair and appropriate resolution of this proceeding should not depend on the state of the dealings between the investors and their trustee.

[16] The outside investors ask for a delay in order that the trustee of CWMF might investigate its activities. I do not think that delay is justified. The trustee was appointed a month ago and, to date, has not obtained CWMF's books and records. In part, the trustee has been hampered by a lack of funding. Even if the funding problem is resolved, there are undoubtedly masses of records to review, the underlying business dealings were complex and go back years, and I doubt that clarity will come quickly. This CCAA proceeding has cost more than \$9.4 million to date. Delay makes for additional costs. I am advised that that delay will put at risk Bron's ability to complete the transactions, because nine former employees now retained as contractors by the company will soon be gone. This is a real concern for Three Point Capital, which holds security over tax credits based on tax filings that have not yet taken place.

[17] The outside investors submit that they will suffer adverse effects from the proposed transaction, because their security at the project level will be impaired. I addressed an equivalent argument in my November decision at para. 67. I stated:

[67] The Ad Hoc Group objects that it is not clear that Creative Wealth is committing to repayment of their loans. In my view, this objection is mistaken. The effect of the AVO and assignment order are fairly described by the Monitor in its third report, as follows:

170. The majority of the proposed assignments involve [Creative Wealth] and the Permitted Assignee generally acquiring the overall rights of the relevant Petitioners to a series of productions at various stages of development. These assignments allow [Creative Wealth]

and the Permittee to step into the shoes of the relevant Petitioners and to respect existing arrangements (including the entitlement of prior-ranking creditors to payment of monies owed to them on productions), rather than vesting out the interests of those parties/creditors. Accordingly, these assumptions benefit prior-ranking creditors [...] who will retain their ability to receive payment in priority to the relevant Petitioners.

[...]

172. The Monitor does not believe that the requested assignments will create an unfair imposition upon or interference with third-party rights. In many cases, given that BRON is insolvent and unable to perform a number of the assigned contracts (such as those relating to productions that are at an early stage and which might never otherwise be developed), the proposed assignment to a known, operating industry player will be of benefit to counter-parties.

[18] The effects of the AVO and assignment now proposed are the same as in November.

[19] The Ad Hoc Group submits that the consideration to be received by Bron is insufficient, in part because it consists of the forgiveness of secured indebtedness. It points to cases in which approval of such a transaction was refused in the absence of an appraisal. This repeats an argument advanced in November. Obtaining an appraisal was not a realistic option in the case because the assets of substance are intangible and contingent. The SISP process provides a reasonable assurance that the assets are not being undervalued.

[20] The outside investors point to the involvement of Jason Cloth in the management of both CWMF and Bron as a factor tending to undermine the reliance that can be placed on the SISP process. I gave some credence to this argument in the November decision at paras. 64 and 87. The argument tempers but does not invalidate the inference that the assets are not undervalued by the proposed transaction. Notably, while the outside investors are well heeled enough to have invested many millions in Bron projects, none is now proposing to put up any money to acquire any of the assets proposed to be transferred to Creative Wealth and Access Road.

[21] The outside investors point out that the waiver of secured indebtedness by Creative Wealth cannot serve as reasonable consideration for the acquisition of 19 Bron entities to be brought into this proceeding in order that they may be made part of the transaction. Bron points to the cash consideration of \$9,500 to be paid by Creative Wealth, and stresses that no one has offered anything more for these entities. These companies were offered for sale through the SISP. In the November decision, at para. 53, I found that they are insolvent because they are project-based entities which have incurred significant expenses and are, in the absence of a solvent parent, without visible means to continue paying expenses as they come due. While \$9,500 seems picayune in the context of this proceeding in which some of the many lawyers are charging fees at rates in the neighbourhood of \$1,000 an hour, in the absence of evidence to the contrary, it is impossible to say that it is too little to pay for 19 insolvent companies.

[22] One of the outside investors, Bayshore Capital Advisors, LLC, points to documentation from which it appears that its interest in two film projects, *The Nightingale* and *Needle in a Timestack*, may have been sold twice. Bron and Creative Wealth have offered to exclude these two projects and a third project from the transaction. The transaction documents should be amended to reflect that concession.

[23] Counsel for Catalyst and other outside investors, Mr. Wadden, submits that there is ambiguity in the wording of the proposed AVO to Creative Wealth because the AVO invalidates contractual covenants for the benefit of investors in the contracts affecting their investments, when the intent of the transaction is that another entity will step into the shoes of Bron entities to perform the contract. He refers to clause 5(d) of the order, which provides for the vesting of "all of the Vendors' [...] right title and interests in and to the Purchased Assets described in the Sale Agreement" free and clear of a long list of interests and claims including, without limiting the generality of the forgoing: "(d) any other restrictions which may be applicable to the Purchased Assets". The Purchased Assets are listed in

Schedule C of the Purchase Agreement and include named film projects and the contracts constituting those projects.

[24] I think that clause 5(d) is unnecessary. Counsel for Bron advised that the intention was to capture transfer restrictions, not substantive contractual rights. “Transfer restrictions”—a defined term in the Purchase Agreement—are expressly included in the list of interests and claims that are expressly abrogated. Subclause (d) should be removed from clause 5 of the AVO.

[25] The outside investors express concern that there may be issues as to what is and is not conveyed under the order and the Purchase Agreement. The intent is clear. What is conveyed is the Bron entities’ “right, title, and interest”, and nothing else. If disputes arise as to what was and was not owned by Bron entities, and so was purchased by Creative Wealth, then they may have to be litigated. Those potential issues are not ripe for resolution in this proceeding, and it would not serve the interests of justice to delay determination of this application for them to ripen.

[26] Taking everything into account, I am satisfied that the proposed transactions, with the modest changes I have indicated, are fair and appropriate. I am satisfied that Bron continues to exhibit good faith and to act with due diligence, and that Bron and its stakeholders will benefit from an extension of the stay period until March 29, 2024.

Disposition.

[27] The orders sought are granted, subject to:

- a) The order and purchase agreement in connection with the Creative Wealth transaction must be amended to exclude the three film projects from the transaction as discussed; and
- b) Clause 5(d) of the Creative Wealth AVO should be deleted.

[28] Counsel, is there anything arising?

[Submissions]

[29] CNSL M. SHAKRA: Justice, it is Michael Shakra from Bennett Jones. I just had one point to raise and will take your direction on it. The three projects we had agreed to exclude were slightly different than what was referenced in your judgment. It was *Assassination Nation*, *Nightingale*, and *Leave No Trace*. And I think there was confusion between *Needle in a Timestack*. That -- that was not -- one of the projects we -- we offered to -- to exclude. So I think there is a difference between what we had -- referenced.

[30] THE COURT: Is Ms. Book on the line?

[31] UNIDENTIFIED MALE SPEAKER: I do not think so, Justice.

[32] THE COURT: That is unfortunate. I did not have a proper note, I am glad to be corrected. There was an issue raised by Ms. Book in her correspondence about *Needle in a Timestack*. It is one of the projects which she says appears to have been sold twice.

[33] CNSL M. SHAKRA: I agree she raised it. We -- we dispute that -- that fact, justice. We believe we have the entitlement to it. I -- I think what should cover it, though, is paragraph 5 in the AVO. To the extent it has been sold twice and her client is the rightful owner, I still believe they have protection from that.

[34] THE COURT: I am going to leave it this way. The three that should be excluded are the three that were named in the offer, because I made that portion of the order on the basis of the offer, which Ms. Book wished to accept.

[35] If there is an issue about *Needle in a Timestack* that you cannot sort out with Ms. Book, you can come back to me.

[36] CNSL M. SHAKRA: Thank you, Justice.

[37] THE COURT: But I would he need to hear from her, I think, if you cannot sort the issue out. I do not think I should say something in her absence. I may come to

the conclusion that you are absolutely right about clause 5, but I do not want to do it without hearing from her.

[38] CNSL M. SHAKRA: Understood.

[39] THE COURT: All right. I think that concludes that application.

“Gomery J.”

**This is Exhibit “B” referred to in the Affidavit of Richard McConnell
sworn February 29, 2024.**

DocuSigned by:

Andrew Sahai

9BF7E0B4825841D...

ANDREW SAHAI

Commissioner for Taking Affidavits (or as may be)

Rob Staley

From: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Sent: Tuesday, February 27, 2024 4:25 PM
To: Rob Staley; Mike Shakra
Cc: btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton
Subject: RE: CWMF Motion

Rob,

We look forward to receipt of your materials, but the trustee is not going to agree to adjourn the pending motion. A cross-examination of the trustee is not appropriate in the circumstances, but we leave it to you to make those submissions to the court.

Regards,
Michael

Michael Nowina (he/him/his)
Partner, Pro Bono Chair (Toronto)
Baker & McKenzie LLP
181 Bay Street, Suite 2100
Toronto, Ontario, Canada M5J 2T3
Direct: +1 416 865 2312
Mobile: +1 647 339 7896
Fax: +1 416 863 6275

From: Rob Staley <StaleyR@bennettjones.com>
Sent: Tuesday, February 27, 2024 4:19 PM
To: Nowina, Michael <Michael.Nowina@bakermckenzie.com>; Mike Shakra <ShakraM@bennettjones.com>
Cc: btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: [EXTERNAL] RE: CWMF Motion

Further to our call today, our clients will be filing affidavit evidence and opposing the motion currently returnable on March 1, 2024. While we will attempt to serve our responding evidence tomorrow, given short notice and your unavailability to speak yesterday, we may not be able to serve our materials until Thursday.

As we just discussed, we believe the Trustee failed to make full disclosure to the court in proceeding ex parte. We would like to cross-examine Mr. Dhanani on his affidavit, and otherwise set an orderly schedule for the motion.

May be please hear from you.

Robert W. Staley
Vice Chair, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4857 | F. 416 863 1716 | M. 416 357 4857

BennettJones.com



From: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Sent: Monday, February 26, 2024 9:21 PM
To: Mike Shakra <ShakraM@bennettjones.com>

Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: RE: CWMF Motion

That timing works on my end.

From: Mike Shakra <ShakraM@bennettjones.com>
Sent: Monday, February 26, 2024 9:07 PM
To: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: [EXTERNAL] RE: CWMF Motion

Please let me know if this group is available at 4pm tomorrow.

Best,

Mike

Mike Shakra

*Partner**, Bennett Jones LLP

*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com



From: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Sent: Monday, February 26, 2024 5:37 PM
To: Mike Shakra <ShakraM@bennettjones.com>
Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: RE: CWMF Motion

Mike,

If you read the decision in the Bron case or review the service list, you will see that your firm is listed as counsel for Creative Wealth Media Lending LP 2016 which is a different entity than Creative Wealth Media Lending Inc. that you are now saying that your firm represents. The service list indicates that Blaney McMurtry is counsel for CWML Inc. We have not been told that Creative Wealth Media Lending LP 2016 has records that are intermingled with those of the bankrupt, but please confirm if they are in advance of our call.

In order that we have a productive call, we repeat our request that you set out what your significant concerns are and how you propose to deal with the issues of the apparent intermingling of records. If your client's records are not intermingled with the records of the bankrupt then the pending motion has no impact on Creative Wealth Media Lending LP 2016 and we don't need to have a call.

Arif and Bryan are not available until tomorrow after 2:30.

Regards,
Michael

Michael Nowina (he/him/his)
Partner, Pro Bono Chair (Toronto)
Baker & McKenzie LLP

181 Bay Street, Suite 2100
Toronto, Ontario, Canada M5J 2T3
Direct: +1 416 865 2312
Mobile: +1 647 339 7896
Fax: +1 416 863 6275

From: Mike Shakra <ShakraM@bennettjones.com>
Sent: Monday, February 26, 2024 4:53 PM
To: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: [EXTERNAL] RE: CWMF Motion

Michael:

We're available at 8:30 tonight and I will circulate an invite to this group.

I'm perplexed by the suggestion that the trustee did not know that Bennett Jones is counsel to CWML.

I'm listed as counsel to CWML in the reasons that you quoted from and appended to your motion record.

Mr. Tannenbaum certainly knows that I'm counsel. He appeared at a hearing on January 16 and January 17 in the BC Supreme Court where BRON was seeking approval of, among other things, a transaction between BRON and CWML. I made submissions at that hearing on both days. Mr. Tannenbaum was present and made his own submissions on January 16 to the Court. Does he not recall those events? See the attached reasons for judgement.

Best,

Mike

Mike Shakra
*Partner**, Bennett Jones LLP
*Denotes Professional Corporation
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com



Bennett Jones

From: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Sent: Monday, February 26, 2024 4:31 PM
To: Mike Shakra <ShakraM@bennettjones.com>
Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: RE: CWMF Motion

Hi Mike,

We did not know that your firm is counsel to Creative Wealth Media Lending Inc. and understood that Blaney McMurtry was counsel to that entity although that was not entirely clear either. Please confirm that you represent Creative Wealth Media Lending Inc. as there are multiple entities with similar names.

I can have a call later this evening between 8-9 or tomorrow after 1 pm. Arif and Bryan, please confirm when you are available.

In advance of the call please set out what your significant concerns are and how you propose to deal with the issues of the apparent intermingling of records.

Regards,
Michael

Michael Nowina (he/him/his)
Partner, Pro Bono Chair (Toronto)
Baker & McKenzie LLP
181 Bay Street, Suite 2100
Toronto, Ontario, Canada M5J 2T3
Direct: +1 416 865 2312
Mobile: +1 647 339 7896
Fax: +1 416 863 6275

This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message. Please visit www.bakermckenzie.com/disclaimers for other important information concerning this message.

From: Mike Shakra <ShakraM@bennettjones.com>
Sent: Monday, February 26, 2024 4:01 PM
To: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: [EXTERNAL] CWMF Motion
Importance: High

Michael:

As you and your client are aware, Bennett Jones is counsel to Creative Wealth Media Lending (CWML).

Notwithstanding that you failed to serve us, we've received a copy of your client's motion record, the order obtained on Friday and the Order being sought on March 1.

We have significant concerns regarding the relief being sought in respect of CWML.

Please advise if you are available for a call late this afternoon / evening.

Rob Staley and I are available between now and 5:30 and then again after 6:30.

Best,

Mike

Mike Shakra
*Partner**, Bennett Jones LLP
*Denotes Professional Corporation
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com



The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link:
<http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link:
<http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link:
<http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link:
<http://www.bennettjones.com/unsubscribe>

Rob Staley

From: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Sent: Tuesday, February 27, 2024 5:14 PM
To: Mike Shakra; Rob Staley; Peter Dunne; David T. Ullmann (dullmann@blaney.com); Eric Golden
Cc: Bryan Tannenbaum; Rizor, Anton; Arif Dhanani
Subject: RE: CWMF Motion

Mike, Rob,

Further to our call today, the Trustee has proposed an appropriate protocol in the draft order included in the motion record for the review and segregation of the intermingled books and records. We do not agree that it is necessary as a first step for a party independent of the trustee to hold the records and conduct the initial review. Respectfully, we fail to understand on what basis you are suggesting that CWMF or the Trustee is adverse to the CWM Entities but we trust that you will make that clear in your responding motion record.

We also do not agree that the Trustee should bear the costs of desegregating the documents that CWMF and the CWM Entities chose to intermingle on a shared computer system. However, to be clear, we have no issue with excluding privileged communications and records of the CWM Entities that do not relate to CWMF. These are not the records that the Trustee is looking for.

Prior to the return of the motion on Friday, we urge your clients to propose revisions to the protocol. Jason Cloth has already confirmed that there are separate folders containing documents for all of the films that CWMF provided funding and those should be accessible to the Trustee immediately. In addition, the accounting records of CWMF should be producible immediately.

Regards,
Michael

Michael Nowina (he/him/his)
Partner, Pro Bono Chair (Toronto)
Baker & McKenzie LLP
181 Bay Street, Suite 2100
Toronto, Ontario, Canada M5J 2T3
Direct: +1 416 865 2312
Mobile: +1 647 339 7896
Fax: +1 416 863 6275

From: Mike Shakra <ShakraM@bennettjones.com>
Sent: Tuesday, February 27, 2024 12:26 PM
To: Arif Dhanani <adhanani@tdbadvisory.ca>; Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Cc: Rob Staley <StaleyR@bennettjones.com>; Bryan Tannenbaum <btannenbaum@tdbadvisory.ca>; Rizor, Anton <Anton.Rizor@bakermckenzie.com>; Peter Dunne <DunneP@bennettjones.com>
Subject: [EXTERNAL] RE: CWMF Motion

Thank you.

I will send an invite for 4pm shortly.

With respect to our concerns regarding the relief to be sought by the Trustee, they can be summarized as follows.

Bennett Jones is counsel to Creative Wealth Media Lending Inc., Creative Wealth Media Lending 2016 LP ("**2016**"), Creative Wealth Media Genpar Ltd., its general partner, and Creative Wealth Media Lending Limited Partnership (the "**CWM Entities**").

We are advised that certain of the "**Creative Wealth Media**" entities' electronic documents and records (the "**Records**"), including those of the CWM Entities, are commingled with those of CWMF. The Records include, among other things, communication involving businesses that have nothing to do with CWMF and communications with counsel that are privileged, and other confidential information in respect of business opportunities, operations, strategy and confidential communications in respect of the BRON CCAA proceedings.

CWMF is adverse to certain of the CWM Entities. Prior to its bankruptcy, CWMF submitted a bid that competed with 2016's bid in connection with BRON's CCAA proceedings. Following its bankruptcy, creditors of CWMF and the trustee took positions that were adverse to 2016 in BRON's CCAA proceedings. I understand that certain of the CWM Entities are also creditors of CWMF and identified as having contingent claims in the Trustee's notice to creditors.

Given that the Trustee / CWMF are adverse to certain of the CWM Entities, it is inappropriate for the Trustee to take possession of the CWM Entities' Records (including privileged and confidential communications) commingled with CWMF's and determine what might be relevant to CWMF's bankruptcy. The review and disclosure of any commingled Records should be undertaken by a neutral third-party custodian pursuant to a review protocol agreed to by the CWM Entities and the Trustee that protects privilege and confidentiality attaching to the CWM Entities' Records.

In our view, the Trustee failed to make full disclosure to the Court in the Trustee's motion record that was brought ex parte to the CWM Entities. While reference to the commingling of Records was made, the Trustee did not disclose that CWMF was adverse to certain CWM Entities, whose Records are commingled with CWMF.

In addition, as indicated yesterday, we believe the Trustee was aware that we are counsel for the CWM Entities (or at least some of them). At the very least we should have been informed of the motion as it was brought and given an opportunity to attend and make submissions.

If we are unable to reach an acceptable protocol to resolve document segregation and production at the cost and expense of the Trustee, our clients will file responding materials and seek to cross-examine the Trustee's affiant in relation to, among other things, the Trustee's failure to make full disclosure to the Court.

Best,

Mike

Mike Shakra

Partner*, Bennett Jones LLP

*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com



From: Arif Dhanani <adhanani@tdbadvisory.ca>

Sent: Tuesday, February 27, 2024 8:54 AM

To: Nowina, Michael <Michael.Nowina@bakermckenzie.com>; Mike Shakra <ShakraM@bennettjones.com>

Cc: Rob Staley <StaleyR@bennettjones.com>; Bryan Tannenbaum <btannenbaum@tdbadvisory.ca>; Rizor, Anton <Anton.Rizor@bakermckenzie.com>

Subject: RE: CWMF Motion

Good Morning,

4 pm today works for me as well.

Thank you,

Arif



TDB Advisory Limited

Arif Dhanani
Managing Director
CPA, CA, CIRP, LIT

✉ adhanani@tdbadvisory.ca

☎ 647-725-0183

☎ 416-915-6228

📍 11 King St. West, Suite 700
Toronto, ON M5H 4C7

tdbadvisory.ca

Integrity. Leadership. Excellence.

From: Nowina, Michael <Michael.Nowina@bakermckenzie.com>

Sent: Monday, February 26, 2024 9:21 PM

To: Mike Shakra <ShakraM@bennettjones.com>

Cc: Rob Staley <StaleyR@bennettjones.com>; Bryan Tannenbaum <btannenbaum@tdbadvisory.ca>; Arif Dhanani <adhanani@tdbadvisory.ca>; Rizor, Anton <Anton.Rizor@bakermckenzie.com>

Subject: RE: CWMF Motion

External sender

That timing works on my end.

From: Mike Shakra <ShakraM@bennettjones.com>

Sent: Monday, February 26, 2024 9:07 PM

To: Nowina, Michael <Michael.Nowina@bakermckenzie.com>

Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>

Subject: [EXTERNAL] RE: CWMF Motion

Please let me know if this group is available at 4pm tomorrow.

Best,

Mike

Mike Shakra

Partner*, Bennett Jones LLP

*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com



From: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Sent: Monday, February 26, 2024 5:37 PM
To: Mike Shakra <ShakraM@bennettjones.com>
Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: RE: CWMF Motion

Mike,

If you read the decision in the Bron case or review the service list, you will see that your firm is listed as counsel for Creative Wealth Media Lending LP 2016 which is a different entity than Creative Wealth Media Lending Inc. that you are now saying that your firm represents. The service list indicates that Blaney McMurtry is counsel for CWML Inc. We have not been told that Creative Wealth Media Lending LP 2016 has records that are intermingled with those of the bankrupt, but please confirm if they are in advance of our call.

In order that we have a productive call, we repeat our request that you set out what your significant concerns are and how you propose to deal with the issues of the apparent intermingling of records. If your client's records are not intermingled with the records of the bankrupt then the pending motion has no impact on Creative Wealth Media Lending LP 2016 and we don't need to have a call.

Arif and Bryan are not available until tomorrow after 2:30.

Regards,
Michael

Michael Nowina (he/him/his)
Partner, Pro Bono Chair (Toronto)
Baker & McKenzie LLP
181 Bay Street, Suite 2100
Toronto, Ontario, Canada M5J 2T3
Direct: +1 416 865 2312
Mobile: +1 647 339 7896
Fax: +1 416 863 6275

From: Mike Shakra <ShakraM@bennettjones.com>
Sent: Monday, February 26, 2024 4:53 PM
To: Nowina, Michael <Michael.Nowina@bakermckenzie.com>
Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>
Subject: [EXTERNAL] RE: CWMF Motion

Michael:

We're available at 8:30 tonight and I will circulate an invite to this group.

I'm perplexed by the suggestion that the trustee did not know that Bennett Jones is counsel to CWML.

I'm listed as counsel to CWML in the reasons that you quoted from and appended to your motion record.

Mr. Tannenbaum certainly knows that I'm counsel. He appeared at a hearing on January 16 and January 17 in the BC Supreme Court where BRON was seeking approval of, among other things, a transaction between BRON and CWML. I

made submissions at that hearing on both days. Mr. Tannenbaum was present and made his own submissions on January 16 to the Court. Does he not recall those events? See the attached reasons for judgement.

Best,

Mike

Mike Shakra

Partner*, Bennett Jones LLP

*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com



From: Nowina, Michael <Michael.Nowina@bakermckenzie.com>

Sent: Monday, February 26, 2024 4:31 PM

To: Mike Shakra <ShakraM@bennettjones.com>

Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>

Subject: RE: CWMF Motion

Hi Mike,

We did not know that your firm is counsel to Creative Wealth Media Lending Inc. and understood that Blaney McMurtry was counsel to that entity although that was not entirely clear either. Please confirm that you represent Creative Wealth Media Lending Inc. as there are multiple entities with similar names.

I can have a call later this evening between 8-9 or tomorrow after 1 pm. Arif and Bryan, please confirm when you are available.

In advance of the call please set out what your significant concerns are and how you propose to deal with the issues of the apparent intermingling of records.

Regards,
Michael

Michael Nowina (he/him/his)
Partner, Pro Bono Chair (Toronto)
Baker & McKenzie LLP
181 Bay Street, Suite 2100
Toronto, Ontario, Canada M5J 2T3
Direct: +1 416 865 2312
Mobile: +1 647 339 7896
Fax: +1 416 863 6275

This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message. Please visit www.bakermckenzie.com/disclaimers for other important information concerning this message.

From: Mike Shakra <ShakraM@bennettjones.com>

Sent: Monday, February 26, 2024 4:01 PM

To: Nowina, Michael <Michael.Nowina@bakermckenzie.com>

Cc: Rob Staley <StaleyR@bennettjones.com>; btannenbaum@tdbadvisory.ca; adhanani@tdbadvisory.ca; Rizor, Anton <Anton.Rizor@bakermckenzie.com>

Subject: [EXTERNAL] CWMF Motion

Importance: High

Michael:

As you and your client are aware, Bennett Jones is counsel to Creative Wealth Media Lending (CWML).

Notwithstanding that you failed to serve us, we've received a copy of your client's motion record, the order obtained on Friday and the Order being sought on March 1.

We have significant concerns regarding the relief being sought in respect of CWML.

Please advise if you are available for a call late this afternoon / evening.

Rob Staley and I are available between now and 5:30 and then again after 6:30.

Best,

Mike

Mike Shakra

*Partner**, Bennett Jones LLP

*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com



The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link:

<http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link:

<http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link:

<http://www.bennettjones.com/unsubscribe>

The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial

electronic messages from Bennett Jones, you can unsubscribe at the following link:

<http://www.bennettjones.com/unsubscribe>

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

Court File No.: BK-24-03003083-0031
Estate File No.: 31-3003083

ONTARIO
SUPERIOR COURT OF JUSTICE
(In Bankruptcy and Insolvency)

Proceedings Commenced in Toronto

AFFIDAVIT OF RICHARD MCCONNELL
(Sworn February 29, 2024)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Robert Staley (LSO# 27115J)
Mike Shakra (LSO# 64604K)

Tel: 416-863-1200
Fax: 416-863-1716

Lawyers for the Respondent