

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE ) TUESDAY, THE 14TH  
JUSTICE KOEHNEN ) DAY OF APRIL, 2020



BETWEEN

TRUIST BANK, AS AGENT

Applicant

- and -

KEW MEDIA GROUP INC. and KEW MEDIA INTERNATIONAL (CANADA) INC.

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

APPROVAL AND VESTING ORDER

THIS MOTION, made by FTI CONSULTING CANADA INC. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Kew Media Group Inc. ("KMG") and Kew Media International (Canada) Inc. ("KMICI" and collectively with KMG, the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and Beyond Entertainment Limited (the "Purchaser") dated March 31, 2020, and appended to the Report of the Receiver dated April 6, 2020 (the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day by telephone conference call by reason of the Covid 19 pandemic.

ON READING the Report and on hearing the submissions of counsel for each of the Receiver, and Truist Bank

no one appearing for any other person on the service list, although properly served as appears from the affidavit of Cathy Pellegrini sworn April 7, 2020, filed:

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. For greater certainty, the Receiver is not bound by any prior contractual agreement by KMG not to enter into or complete the Transaction or to do so only with the consent of a third party. The Receiver is 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 of the Purchased Assets to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or 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: (i) any encumbrances or charges created by the Order of the Honourable Justice Koehenen dated February 28, 2020; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.



4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets 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 that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of KMG and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of KMG;

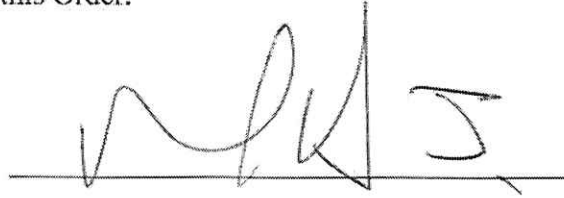
the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of KMG and shall not be void or voidable by creditors of KMG, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United Kingdom, the United States, or elsewhere to give effect to this Order and to assist the Receiver and its 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

APR 14 2020

A handwritten signature in black ink, consisting of several loops and a final vertical stroke, positioned above a horizontal line.

PER / PAR:

A handwritten signature in blue ink, consisting of a few simple, connected strokes.

**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-20-00637081-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**TRUIST BANK, AS AGENT**

Applicant

- and -

**KEW MEDIA GROUP INC., KEW MEDIA INTERNATIONAL (CANADA) INC.  
and ARCHITECT FILMS INC.**

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C-43, AS AMENDED

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Koehnen of the Ontario Superior Court of Justice (the "Court") dated February 28, 2020, FTI CONSULTING CANADA INC. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Kew Media Group Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated April \_\_\_\_, 2020, the Court approved the agreement of purchase and sale made as of March 31, 2020 (the "Sale Agreement") between the

Receiver and Beyond Entertainment Limited (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 5.02 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 5.02 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**FTI CONSULTING CANADA INC., in its  
capacity as Receiver of the undertaking,  
property and assets of KEW MEDIA GROUP  
INC., and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

### **Schedule B – Purchased Assets**

The entire issued share capital of TCB Media Rights Ltd, a company organized under the laws of England (company number 08140937), currently owned by Kew Media Group Inc., being 2 ordinary shares with a nominal value of £1 each.

**Schedule C – Claims to be deleted and expunged from Personal Property Registry**

Personal Property Registry File No. 730197351, registered against Kew Media Group Inc. in favour of Truist Bank, as Agent.

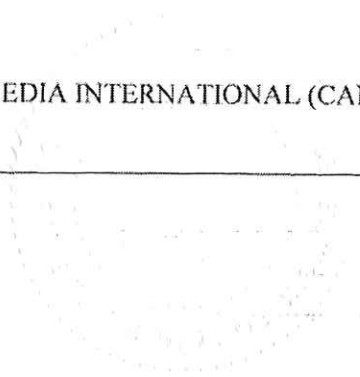


**Schedule D – Permitted Encumbrances**

**(unaffected by the Vesting Order)**

Nil.



<p>TRUIST BANK, AS AGENT</p> <p>-and-</p> <p>KEW MEDIA GROUP INC. and KEW MEDIA INTERNATIONAL (CANADA) INC.</p>	<p>Applicant</p> <p>Court File No: CV-20-00637081-00CL</p> <p>Respondents</p>
	<p><b>ONTARIO</b>  <b>SUPERIOR COURT OF JUSTICE</b>  <b>(COMMERCIAL LIST)</b>  <b>Proceeding Commenced at TORONTO</b></p>
	<p><b>APPROVAL AND VESTING ORDER</b></p>
	<p><b>TORYS LLP</b>  79 Wellington St. W., Suite 3000  Box 270, TD Centre  Toronto, Ontario M5K 1N2  Fax: 416.865.7380</p> <p><b>David Bish</b> (LSO#: 41629A)  Tel: 416.865.7353  Email: <a href="mailto:dbish@torys.com">dbish@torys.com</a></p> <p><b>Tony DeMarinis</b> (LSO#: 29451Q)  Tel: 416.865.8162  Email: <a href="mailto:tdemarinis@torys.com">tdemarinis@torys.com</a></p> <p><b>Adam Slavens</b> (LSO#:54433J)  Tel: 416.865.7333  Email: <a href="mailto:aslavens@torys.com">aslavens@torys.com</a></p> <p>Lawyers for FTI Consulting Canada Inc., the  Court-appointed Receiver and Manager of Kew  Media Group Inc. and Kew Media International  (Canada) Inc.</p>