

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

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

**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
1462598 ONTARIO INC., carrying on business as TRICON FILMS AND TELEVISION,  
AND THE OTHER COMPANIES LISTED IN SCHEDULE "A"**

**Applicants**

**AFFIDAVIT OF ANDREA GORFOLOVA**

I, Andrea Gorfolova, of the City of Toronto, in the Province of Ontario, **MAKE OATH  
AND SAY AS FOLLOWS:**

1. I am the President and sole shareholder of the Applicant, 1462598 Ontario Inc., which carries on business as Tricon Films and Television (referred to herein as "**TFT**" or the "**Company**"), and which directly or indirectly owns the shares of all of the companies listed in Schedule "A" attached hereto (collectively with TFT, the "**Applicants**" or "**Tricon**"). I am also the sole officer and director of each of the other Applicants. As such, I have personal knowledge of the matters to which I depose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. I swear this affidavit in support of a motion by the Applicants currently scheduled for April 11, 2017 for various relief including:

- (a) an order approving the transaction (the “**Sonar Transaction**”) contemplated under the Share Purchase Agreement (the “**SPA**”) between certain of the Applicants and Sonar Canada Inc. (the “**Purchaser**”), and vesting in the Purchaser the Applicants’ right, title and interest in and to the Purchased Assets (as defined in the SPA) free and clear of all liens, charges, security interests and other encumbrances;
- (b) an order approving the transactions contemplated under the distribution agreement entered into between the Purchaser, as agent, SunTrust Bank, Inc. (“**SunTrust**”) and certain of the Applicants (the “**Distribution Agreement**”) and related relief;
- (c) a order extending the stay of proceedings granted under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) pursuant to the Amended and Restated Initial Order of Justice Wilton-Siegel dated December 12, 2016 (the “**Initial Order**”), as extended from time to time over the course of this proceeding, to April 2022 to cover the five-year term of the Distribution Agreement;
- (d) an order approving the amendment of the interim credit facility entered into with SunTrust (the “**DIP Facility**”);
- (e) an order authorizing the Applicants, or the Monitor on behalf of the Applicants, to distribute to SunTrust the proceeds of the Sonar Transaction and to make additional distributions to SunTrust without further order of the Court until the Applicants’ indebtedness to SunTrust is repaid in full; and

- (f) certain orders related to the relief described above, all as set out in the Applicants' Notice of Motion.

3. I have reviewed a draft version of the Fifth Report of the Monitor (the "**Fifth Report**"), which I understand will not differ materially from the final version. I agree with the contents of the Fifth Report.

4. As described in more detail in the Fifth Report and the Monitor's previous reports filed with the Court, the Applicants have been working diligently and in good faith since the commencement of this proceeding to create a stabilized environment to realize on their business and assets in an orderly manner, including their productions, tax credits, accounts receivable and film library. The Applicants' activities have included:

- (a) working to complete two shows, being 'Counterfeit Cat' and 'Timber Creek Lodge';
- (b) corresponding with stakeholders, including networks and producers;
- (c) working closely with legal counsel to negotiate the Sonar Transaction, including compiling information required for the SPA and Distribution Agreement and dealing with the Purchaser in connection with transitional and deal issues;
- (d) dealing with cash management issues, including reporting to SunTrust, as lender under the DIP Facility;

- (e) working with the Monitor and legal counsel to respond to information requests and/or termination notices submitted by stakeholders, including numerous producers who are counterparties to distribution agreements with the Applicants; and
- (f) corresponding regularly with Carl Marks on cash management and other issues, including responding to information requests from Carl Marks in respect thereof.

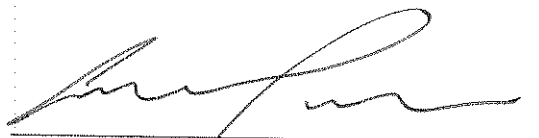
5. The extension of the CCAA stay being sought by the Applicants is required in order to complete the Sonar Transaction, carry out their obligations under the Distribution Agreement and realize on their remaining assets. The Distribution Agreement contemplates that a stay of proceedings be in place for the term of the agreement in order to provide the Purchaser (as distributor) with the best opportunity to maximize recoveries on the Applicants' film library.

6. The requested amendments to the DIP Facility are needed to provide the Applicants with sufficient funding to continue to meet all of their obligations to the end of the proposed stay extension period.

7. I am not aware of any prejudice to creditors if the requested stay extension is granted. Upon completion of the Sonar Transaction, I will work with the Monitor to terminate the agreements that were excluded from the Distribution Agreement in order to allow for those titles and related property to be returned to the relevant parties.

8. For the reasons set out above, I believe that it is in the interests of the Applicants and all of their stakeholders that the relief sought by the Applicants is granted.

SWORN before me at the City )  
of Los Angeles, in the State of )  
California, this 5<sup>th</sup> day )  
of April, 2017 )

  
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Andrea Gorfolova

Notary Public )  




## Schedule "A"

1. 1462598 Ontario Inc.
2. Operator Post Inc.
3. Tricon Education Inc.
4. Tricon Films Inc.
5. Tricon Interactive Inc.
6. Tricon Television Inc.
7. Tricon Television10 Inc.
8. Tricon Television44 Inc.
9. Tricon Television49 Inc.
10. Tricon Television54 Inc.
11. Tricon Television55 Inc.
12. Tricon Television58 Inc.
13. Tricon Television59 Inc.
14. Tricon Television62 Inc.
15. Tricon Television63 Inc.
16. Tricon Television64 Inc.
17. Tricon Television65 Inc.
18. Tricon Television66 Inc.
19. Tricon Television67 Inc.
20. Tricon Television68 Inc.
21. Tricon Television69 Inc.
22. Tricon Television70 Inc.
23. Tricon Television71 Inc.
24. Tricon Television72 Inc.
25. Tricon Television73 Inc.
26. Tricon Television74 Inc.
27. Tricon Television75 Inc.
28. Tricon Television76 Inc.
29. Tricon Television77 Inc.
30. Tricon Television78 Inc.
31. Tricon Television79 Inc.
32. Tricon Television80 Inc.
33. Tricon Television81 Inc.
34. Tricon Television82 Inc.
35. Tricon Television83 Inc.
36. Tricon Television84 Inc.
37. Tricon Television85 Inc.
38. Tricon Television86 Inc.
39. Tricon Television87 Inc.
40. Tricon Media Holdings, Inc.
41. Tricon Media Productions, Inc.
42. Tricon Media, Inc.
43. Tricon US Productions1 Inc.
44. Tricon US Productions14 Inc.
45. Tricon US Productions15 Inc.
46. Tricon Films (UK) Limited