

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
	:	
Stream TV Networks, Inc.	:	Case No. 21-10433 (KBO)
	:	
Debtor.	:	Hearing Date: March 22, 2021 at 10:00 a.m.
	:	Objections Due: March 15, 2021 at 4:00 p.m.

MOTION OF STREAM TV NETWORKS, INC. FOR ENTRY OF ORDER: (I) AUTHORIZING IT TO OBTAIN POST-PETITION FINANCING PURSUANT TO SECTIONS 363 AND 364 OF THE BANKRUPTCY CODE, (II) AUTHORIZING IT TO ENTER INTO THE SUPPORT AGREEMENT, AND (III) GRANTING ADMINISTRATIVE PRIORITY CLAIMS TO LENDER PURSUANT TO SECTION 364 OF BANKRUPTCY CODE AND MODIFYING THE AUTOMATIC STAY TO IMPLEMENT THE TERMS OF THE ORDER

Stream TV Networks, Inc., the above-captioned debtor and debtor-in-possession (the “Debtor” or “Stream” or “Payee”), by undersigned proposed counsel, respectfully represents:

Bankruptcy Rule 4001 and Local Rule 4001-2 Concise Statement

1. By this motion (this “Motion”), the Debtor requests (a) entry of an order (the “Order”) authorizing the Debtor to, among other things: (i) obtain loans and advances and such other financial accommodations in an initial principal amount not to exceed \$200,000, and a total amount not to exceed \$1,000,000 unless otherwise increased by consent of Visual Technology Innovations, Inc. (“VTI” or “Payor”) in a signed writing (the “Facility” or “Loan”), pursuant to sections 363 and 364 of title 11 of the United States Code (the “Bankruptcy Code”), (ii) enter into the Support Agreement and the agreements and instruments contemplated thereby (the “Support Agreement”) and to perform such other and further acts as may be required in connection with the Support Agreement, and (iii) grant administrative priority claims to VTI in accordance with the Support Agreement and the Order to secure the Loan; (b) modification of

the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtor and VTI to implement the terms of the Order; and (c) requesting that this Court (the “Bankruptcy Court”) schedule the Hearing for the entry of the Order on the Motion within twenty-one days. A copy of the proposed Order is attached hereto as **Exhibit A**. A copy of the Support Agreement is attached hereto as **Exhibit B**.

2. Material provisions of the Support Agreement are set forth in the following sections of the Support Agreement and/or the Order.

- a. **Borrower:** Stream TV Networks, Inc. (“Stream” or “Debtor”) [Support Agreement, Recitals, page 1].
- b. **Lender:** Visual Technology Innovations, Inc. (“VTI” or “Payor”) [Support Agreement, Recitals, page 1].
- c. **Facility Amount:** Total commitment of up to the amount of \$1,000,000 unless otherwise increased by consent of the Payor in a signed writing (the “Payment Cap”). [Support Agreement, Section 2(a)(1), p. 5]. An initial sum of \$200,000.00 in cash will be deposited into the Support Account¹ of the Debtor on or before March 5, 2021, subject to mutual extension thereof (the “**Initial Payment**”) upon the request of the Payee from time to time in accordance with the requirements of Section 2(b) of the Support Agreement. [Support Agreement, Section 2(a)(2), Support Obligations and Procedures, p. 5].
- d. **Interest Rates:** Interest on each Payment shall accrue at six percent per annum [Support Agreement, Section 2(e), Support Obligations and Procedures, p. 6].
- e. **Payment of Interest:** Interest shall be payable immediately if and to the extent of cash proceeds generated from projects of the Payee and will otherwise accrue until the repayment of the Payments as referenced in Section 2(f) of the Support Agreement.
- f. **Repayment of Loan:** The repayment to VTI of all the Payments plus any unpaid interest accrued thereon shall be pursuant to the Plan as approved by the Bankruptcy Court, or upon conversion or dismissal of the Bankruptcy Court [Support Agreement, Section 2(f), Support Obligations and Procedures, p. 6].
- g. **Carve-Outs:** The administrative priority claims granted hereunder to VTI, and any post-petition claims or interests ranking *pari passu* with or junior in priority

¹ All terms not defined herein are ascribed the meaning given to them in the Support Agreement

to such claims of VTI shall be subject to payment of the Carve-Outs. As used herein, "Carve-Outs" shall mean (a) a payment of an additional retainer of \$100,000 to counsel for the Debtor in the Bankruptcy Case; and (b) fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) and to the Clerk of the Bankruptcy Court; provided, that nothing herein shall be deemed as a waiver of the rights of VTI to object to any requests for allowance of any fees or expenses [Support Agreement, Section 1, Definitions, page 4].

- h. **Allowed Professional Fees:** All (a) administrative expenses incurred during the pendency of any Bankruptcy Case that have been allowed by an order of the Bankruptcy Court as well as the payment of an additional retainer of \$100,000 to counsel for the Payee in the Bankruptcy Case and (b) other costs and expenses of the Payee incurred during the pendency of any Bankruptcy Case that are necessary or appropriate in the judgment of the Payee's Board, collectively including the costs of administering the Bankruptcy Case and any and all other costs and expenses of the Payee incurred in the normal course of its business during the pendency of the Bankruptcy Case. [Support Agreement, Section 1, Definitions, page 4].
- i. **Use of Proceeds:** The proceeds of the Loan shall be used solely (i) in accordance with the Order, (ii) the payment of any and all costs and expenses of the Payee incurred in the normal course of its business (including, without limitation, the payment of any indemnification or other obligations of the Payee owing to any managers or officers of the Payee) at any time when there is no Bankruptcy Case pending; (iii) the payment of any and all (a) administrative expenses incurred during the pendency of any Bankruptcy Case that have been allowed by an order of the Bankruptcy Court as well as the payment of an additional retainer of \$100,000 to counsel for the Payee in the Bankruptcy Case and (b) other costs and expenses of the Payee incurred during the pendency of any Bankruptcy Case that are necessary or appropriate in the judgment of the Payee's Board, collectively including the costs of administering the Bankruptcy Case and any and all other costs and expenses of the Payee incurred in the normal course of its business during the pendency of the Bankruptcy Case; and (iv) the funding of any amounts necessary to cause the Support Account to contain at least \$50,000 at all times prior to the effective date of a Plan; in the case of clauses (i) through (iii) above, solely to the extent that any cash distributions theretofore received by the Payee from any Payee Subsidiary are insufficient to pay such costs and expenses and fund such amounts and obligations in full. [Support Agreement, Section 1, Definitions (page 1)].
- j. **Conditions Precedent:** The Payor's obligation to make any Payment is subject to the satisfaction of the following conditions as of the date of the Support Request relating to such Payment: (i) the representations and warranties of the Payee set forth in Section 3 of the Support Agreement shall be true and correct without regard to the impact of any Bankruptcy Case, including any notices or other actions that may be required therein; and (ii) there shall have been no uncured violation by the Payee of the covenants set forth in Section 5 of the Support

Agreement. [Support Agreement, Section 2(d), Support Obligations and Procedures (pages 5-6)].

- k. **Events of Default:** (a) The Payee defaults in the performance of, or breaches, any covenant or representation or warranty of the Payee in this Agreement and such default or breach continues for a period of five (5) Business Days after there has been given to the Payee by the Payor a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder; (b) the Payor defaults in its funding obligations pursuant to Section 2 and such default continues for a period of five (5) Business Days; (c) the Payor defaults in the performance of, or breaches, any covenant or representation or warranty of the Payor in this Agreement (other than a covenant or representation or warranty which is specifically dealt with elsewhere in this Section 6) and such default or breach continues for a period of 90 days, or, in the case of any failure to comply with Section 4(a) of this Agreement, 180 days, in each case after there has been given to the Payor by the Payee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder; (d) the Payor, pursuant to or within the meaning of the Bankruptcy Code or any similar federal or state law for the relief of debtors, (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors, or (v) generally is not paying its debts as they become due; and (e) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code or any similar federal or state law for the relief of debtors that (i) is for relief against the Payor in the nature of an exercise of jurisdiction over all or the majority of Payor’s assets, (ii) appoints a custodian of the Payor for all or substantially all of the property of the Payor, or (iii) orders the liquidation of the Payor, and, in each case of (i) through (iii) above, such order or decree remains unstayed and in effect for 60 consecutive days. Upon becoming aware of any Default or Event of Default, the Payor or the Payee, as applicable, shall promptly deliver to the Payee [Support Agreement, Section 6 (pages 7-8)].
- l. **Grant of Security Interest:** None.
- m. **Roll-up of Pre-petition Debt:** None.
- n. **Priority:** The Support Agreement shall constitute allowed administrative expenses in the Bankruptcy Case, pursuant to section 364(b) and 503(b)(1) of the Bankruptcy Code, to the extent set forth in the Order or any subsequent order of the Bankruptcy Court. **Remedies:** Upon the occurrence of any Event of Default, and at any time thereafter during the continuance of any such Event of Default, the non-defaulting Party may continue to enforce the performance of any provision of this Agreement, as applicable, and the Payee, if a non-defaulting Party may pursue any available remedy to collect any unfunded Payments due and owing to the Payee. [Support Agreement, Section 7 (page 8)]. **Jurisdiction**

3. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

4. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105, 361, 362, 363 and 364 of title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532 (the “Bankruptcy Code”), Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 4001-2 and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

Background

6. On February 24, 2021 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). Pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code, the Debtor is a debtor-in-possession and remains in possession of its assets. No official committee of unsecured creditors has been appointed.

7. Stream TV was founded in 2009 as a “new media” company to pursue new technologies that enhance user entertainment and communications experiences. The technology that the Company is currently seeking to launch allows TV and tablet manufacturers to convert two dimensional devices into three dimensional (“3D”) without the need for viewing glasses.

8. On February 24, 2021 (the “Petition Date”), the Debtor filed a voluntary petition for relief with the Court under chapter 11 of title 11 of the Bankruptcy Code. The Debtor is a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this chapter 11 case (the “Chapter 11 Case”) and, as of the date of the filing of this Motion, no official committees have been appointed or designated.

9. The Debtor intends to generate revenue from providing 3D components to final market assemblers (such as TV manufacturers and tablet makers). The Debtor views its approach as similar to how major computer manufacturers use processors in their products and note their products as such.

10. The Debtor intends to restructure its debt through this Chapter 11 Case so that its debt service is reduced to a level that will allow the Company to sustain its operations for the long term.

Relief Requested

11. The Debtor requests that the Court authorize it to obtain unsecured, administrative priority post-petition financing in the aggregate not to exceed \$1,000,000 pursuant to the terms of this Motion, the Support Agreement and the Order. The proposed financing will be provided by VTI.

12. Specifically, the Debtor requests that the Court authorize it to: (i) obtain loans and advances and such other financial accommodations in the initial amount of \$200,000, and in aggregate principal amount not to exceed \$1,000,000; (ii) enter into the Support Agreement and the agreements and instruments contemplated thereby and to perform such other and further acts as may be required in connection with the Support Agreement, and (iii) grant administrative priority claims to VTI in accordance with the Support Agreement documents and the Order to secure any and all of the Support Agreement obligations; and modify the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtor and VTI to implement the terms of the Support Agreement Order.

The Debtor's Current Support Agreement proposal

13. In the absence of post-petition funding, the Debtor lacks sufficient cash to continue its operations uninterrupted and preserve going concern value.

14. Since 2009, the Debtor has raised approximately \$150 million from third party investors to help fund its operations. The investments have taken the forms of both debt and equity. The Debtor's senior secured creditor is SLS Holdings VI, LLC ("SLS"). Between 2011 and 2012, SLS loaned \$6 million to the Debtor through a series of secured notes (the "SLS Notes"). The Debtor pledged substantially all of its assets and the assets of its wholly owned subsidiaries as security for the SLS Notes.

15. The Debtor's junior secured creditor is Hawk Investment Holdings Limited ("Hawk"). Between 2014 and 2020, Hawk loaned more than £50 million to the Debtor, plus another \$1.336 million, through a series of junior secured notes (the "Hawk Notes"). Subject to the senior security interest held by SLS, the Debtor pledged substantially all of its assets as security for the Hawk Notes. The Debtor executed a security agreement in connection with the Hawk Notes.

16. During the early stages of productizing its Ultra-D solution, Stream engaged the engineering services of Intrinsyc Technologies Corporation of Canada ("Intrinsyc"). The companies worked closely together on multiple projects spanning several years at a cost of several million dollars. In October 2014, Intrinsyc made a loan in the amount of USD \$1.5 million to Stream in exchange for Stream's commitment to place purchase orders with Intrinsyc for guaranteed future work. From 2015 to 2018, the maturity date of the debt was extended multiple times in exchange for Stream warrants. In Spring 2018, knowing that similar conversion agreements were being negotiated with SLS and Hawk, Intrinsyc signed a conversion agreement (the "Intrinsyc Conversion Agreement"), which was executed in May 2018.

17. In 2018, the Debtor entered into an agreement with Hawk, which provided that the Hawk Notes would convert into equity if and when the Debtor raised additional equity capital

(the “Hawk Conversion Agreement”). The Debtor and SLS contemporaneously entered into a parallel agreement governing the SLS Notes (the “SLS Conversion Agreement” and collectively with the Hawk Conversion Agreement and the Intrinsic Conversion Agreement, the “Conversion Agreements”). For purposes of this filing, the Hawk Notes and the SLS Notes are characterized as debt that has not yet been converted pursuant to the Conversion Agreements, although this characterization is disputed by the Debtor. Per the Conversion Agreements, conversion of debt to equity is at the discretion of the Debtor. To date, neither SLS nor Hawk have completed execution of the conversions.

18. Knowing that the Debtor was in need of funds to fund its operations in bankruptcy, the Debtor commenced discussions with VTI, whose principal is Mathu Rajan (who is also the principal of Debtor), regarding the need and possibilities for DIP financing.²

19. To facilitate operations of the Debtor and to preserve going concern value pending, VTI has offered to provide the Debtor with a Loan Facility requiring administrative priority claims as referenced in the Support Agreement.

20. The Debtor has reasonably determined that the Loan Facility offered by VTI provides terms most favorable to the Debtor and its estate.

21. In the sound exercise of its business judgment and fiduciary duties, the Debtor has determined to proceed under the Loan Facility offered by VTI.

The Loan Facility Should Be Authorized

² VTI is independent of Stream and Stream is and intends to be treated as an entity separate from VTI. The principal of both VTI and Stream is Mathu Rajan, who presently owns or controls approximately 11.5% of VTI but anticipates that amount will exceed 98%. Mathu Rajan also owns 18,200 shares of Stream and is the 40% owner of Akshaya Holdings LLC. Akshaya Holdings LLC is owned by members of the Rajan family and owns approximately 8.78% of Stream.

22. Approval of the Loan Facility will provide the Debtor with immediate and ongoing access to borrowing availability to pay its current and ongoing operating expense. Unless these expenses are paid, the Debtor will be forced to discontinue any efforts to operate, which would likely result in irreparable harm to its business and jeopardize the Debtor's ability to reorganize and maximize value for all interested parties.

23. The credit provided under the Support Agreement will enable the Debtor to continue to operate in the ordinary course to preserve the value of the estate while the Debtor pursues its reorganization strategy. The availability of credit under the Support Agreement will provide confidence to the Debtor's creditors that will enable and encourage them to continue their relationships with the Debtor. Accordingly, the timely approval of the relief requested herein is imperative.

24. Section 364(b) of the Bankruptcy Code provides that the court, after notice and a hearing, may authorize the debtor to obtain unsecured credit or unsecured incur debt allowable under section 503(b)(1) as an administrative expense of the estate. 11 U.S.C. § 364(b). The Debtor proposes to obtain the financing set forth in the Support Agreement by providing unsecured administrative priority claims pursuant to sections 364(b) and 503(b)(1) of the Bankruptcy Code.

25. The Debtor's liquidity needs can be satisfied only if the Debtor is authorized to borrow under the Loan Facility and to use such proceeds to fund its operations. VTI is willing to provide the Loan Facility in exchange for the grant of an administrative priority expense claim pursuant to section 364(b).

26. The Debtor believes it would not be able to obtain post-petition financing or other financial accommodations from any alternative to VTI or on more favorable terms and conditions than those for which approval is sought herein.

27. Bankruptcy courts grant a debtor considerable deference in acting in accordance with its business judgment. *See, e.g., Bray v. Shenandoah Fed. Sav. & Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (“cases consistently reflect that the court’s discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit parties in interest”); *see also In re Funding Sys. Asset Mgmt. Corp.*, 72 B.R. 87 (Bankr. W.D. Pa. 1987); *In re Curlew Valley Assocs.*, 14 B.R. 506, 513-14 (Bankr. D. Utah 1981); *In re Simasko Prod. Co.*, 47 B.R. 444,449 (D. Colo. 1985).

28. Even under an entire fairness standard, *see In re Latam Airlines Grp. S.A.*, 620 B.R. 722, 769 (Bankr. S.D.N.Y. 2020), the instant transaction should be approved as the terms of the arrangement are extremely favorable to the Debtor. Indeed, the financing here is unsecured and the interest rate is relatively modest. In addition, the Debtor does not have many of the stringent requirements placed on a debtor in a more traditional DIP financing arrangement.

29. The Debtor has been unable to procure the funding required to meet its ongoing operational needs absent granting the proposed administrative priority claims as set forth in the Support Agreement. The Debtor submits that the circumstances of this case require the Debtor to obtain financing pursuant to section 364(b) and, accordingly, the Support Agreement reflects the exercise of its sound business judgment.

30. The terms and conditions of the Support Agreement are fair and reasonable and, while they were negotiated with an insider, they are sufficiently favorable to the Debtor under the circumstances that they should be considered to be in good faith. Accordingly, VTI and all obligations incurred under the Support Agreement should be accorded the benefits of section 364(e) of the Bankruptcy Code.

The Automatic Stay Should Be Modified on a Limited Basis

31. The relief requested herein contemplates a modification of the automatic stay (to the extent applicable) to permit the Debtor to: (i) grant the administrative priority claims described above with respect to VTI and to perform such acts as may be requested to assure such priority status; and (ii) implement the terms of the proposed Order.

32. Stay modifications of this kind are ordinary features of post-petition debtor financing facilities and, in the Debtor's business judgment, are reasonable and fair under the present circumstances.

Notice

33. This Motion has been served upon (a) the Office of the United States Trustee for the District of Delaware; (b) counsel for secured creditors believed to be claiming an interest in cash collateral; (c) the Internal Revenue Service; (d) the twenty (20) largest unsecured creditors (by email only);³ and (e) the Payor. In light of the nature of the relief requested, the Debtor respectfully submits that no further notice is necessary.

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A**; and grant such other and further relief as is just and proper.

³ Many of the twenty largest creditors are foreign entities which would be expensive to serve by mail and would not likely receive the mailings prior to the hearing.

Dated: March 1, 2021

/s/ Martin J. Weis

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Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT A

[Order]

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
	:	
Stream TV Networks, Inc.	:	Case No. 21-10433 (KBO)
	:	
Debtor.	:	D.I. _____
	:	

**ORDER (I) AUTHORIZING DEBTOR TO OBTAIN POSTPETITION FINANCING
PURSUANT TO SECTIONS 363 AND 364 OF THE BANKRUPTCY CODE AND (II)
GRANTING ADMINISTRATIVE PRIORITY CLAIMS TO LENDER PURSUANT TO
SECTION 364 OF THE BANKRUPTCY CODE**

Upon the motion (the “*Motion*”) of Stream TV Networks, Inc. (“Debtor” or “Stream” or “Payee”), as debtor and debtor-in-possession (a) for the entry of this Order (the “**Order**”) authorizing the Debtor to (i) obtain loans and advances and such other financial accommodations in an initial principal amount not to exceed \$200,000, and a total amount not to exceed \$1,000,000 unless otherwise increased by consent of Visual Technology Innovations, Inc. (“VTI” or “Payor”) in a signed writing (the “Facility” or “Loan”) pursuant to sections 363 and 364 of title 11 of the United States Code (the “Bankruptcy Code”) by entering into an agreement (the “Support Agreement”), substantially in the form annexed to the Motion as Exhibit B, among the Debtor and VTI, (ii) execute and enter into the Support Agreement and the agreements and instruments contemplated thereby and to perform such other and further acts as may be required in connection with the Support Agreement, and (iii) grant administrative priority claims to VTI in accordance with the Support Agreement and this Order to secure any and all of the Support Agreement obligations, and (b) requesting modification of the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtor and the DIP Lender to implement the terms of this Order; and the Court having considered the Motion and this Order and the exhibits attached thereto, including, without limitation, the Support Agreement; and the hearing

having been held and concluded on March __, 2021 (the “Hearing”); and upon all of the pleadings filed with the Court, all evidence presented in support of this Order, and all of the proceedings held before the Court; and after due deliberation and consideration and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS:

A. On February 24, 2021 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

B. The Debtor is continuing in the management and possession of its business and properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

C. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Notice of the relief sought by the Motion and the Hearing was served upon (a) the Office of the United States Trustee for the District of Delaware; (b) counsel for secured creditors believed to be claiming an interest in cash collateral; (c) the Internal Revenue Service; (d) the twenty (20) largest unsecured creditors (by email only); and (e) the Payor. Given the nature of the relief sought in the Motion, the Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with Bankruptcy Rules 2002 and 4001 in all respects for purposes of entering this Final Order.

E. An immediate and critical need exists for the Debtor to obtain funds to continue the operation of its business. However, the use of “cash collateral,” as defined by section 363(a) of the Bankruptcy Code and including any and all prepetition and, subject to

section 552 of the Bankruptcy Code, postpetition proceeds of the Prepetition Collateral (“**Cash Collateral**”), alone would be insufficient to meet the Debtor’s immediate post-petition liquidity needs.

F. The Debtor is unable to obtain the required funds on terms more favorable than those offered by VTI under the Support Agreement and this Order and all other agreements, documents, notes and instruments executed and delivered pursuant hereto or thereto or in connection herewith or therewith.

G. The Debtor has requested that, pursuant to the terms of the Support Agreement, VTI make loans and advances and provide other financial accommodations to the Debtor to be used by the Debtor solely in accordance with the terms of the Support Agreement. The ability of the Debtor to continue its business and reorganize under chapter 11 of the Bankruptcy Code depends upon the Debtor obtaining such financing. The Debtor will suffer immediate and irreparable harm if the requested postpetition financing is not available on a final basis.

H. VTI is willing to extend financing on an administrative priority claim basis, as more particularly described herein, pursuant to the terms and conditions of the Support Agreement. The Debtor’s entry into the Support Agreement is fair and reasonable and is a sound, prudent exercise of its business judgment consistent with its fiduciary duties and all aspects of the agreement are fair. The loans and extensions of credit provided for in the Support Agreement constitute reasonably equivalent value and fair consideration. Accordingly, the relief granted in this Order is necessary, essential and appropriate for the continued operation of the Debtor’s businesses, the management and preservation of its assets and properties, and the avoidance of irreparable harm to the Debtor, the operation of its business and the Debtor’s estate, and is in the best interests of the Debtor, its estate and creditors.

I. The Support Agreement provides for various Events of Default (as defined therein).

J. The Support Agreement provides for repayment to Payor of all the Payments plus any unpaid interest accrued thereon out of contract revenues and/or pursuant to the Plan as approved by the Bankruptcy Court.

K. Based on the record before the Court, the terms of the Support Agreement, pursuant to which the Loan, advances and other credit and financial accommodations will be made or provided to the Debtor by VTI, in each case are in “good faith,” as that term is used in section 364(e) of the Bankruptcy Code, and are in the best interests of the Debtor, its estate and creditors. VTI is extending the financing to the Debtor in good faith, and VTI is entitled to the benefits of the provisions of section 364(e) of the Bankruptcy Code.

L. It is in the best interests of the Debtor’s estate that it be allowed to finance its operations under the terms and conditions set forth herein and in the Support Agreement. The relief requested by the Motion is necessary to avoid immediate and irreparable harm to the Debtor’s estate, and good, adequate and sufficient cause has been shown to justify the granting of the relief requested herein, and the entry of this Order.

M. Good cause has been shown for the entry of this Order pursuant to Bankruptcy Rules 4001(c). In particular, the permission granted herein for the Debtor to enter into the Support Agreement and to obtain financing is necessary to avoid immediate and irreparable harm to the Debtor and its estate. Entry of this Order is in the best interest of the Debtor, its estate, and creditors.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Motion Granted.** The Motion is granted on a final basis on the terms and

conditions set forth herein. Any objections to the relief sought in the Motion that have not been previously resolved or withdrawn are hereby overruled on their merits. This Order shall become effective immediately upon its entry. To the extent the terms of the Support Agreement differ in any respect from the terms of this Order, this Order shall control.

2. **Support Agreement.** The Debtor is hereby (i) authorized to enter into the Support Agreement, substantially in the form filed with the Court as Exhibit B to the Motion, and (ii) authorized to borrow up to the aggregate principal amount of \$1,000,000 in accordance with the terms and conditions of the Support Agreement. All obligations owed to VTI under the Support Agreement are defined and referred to herein as the “Support Agreement Obligations.” To the extent the terms of the Support Agreement differs in any respect from the terms of this Order, this Order shall control.

3. **Conditions Precedent.** VTI’s obligation to make any payment is subject to the satisfaction of the following conditions as of the date of the Support Request¹ relating to such Payment: (i) the representations and warranties of the Debtor set forth in Section 3 of the Support Agreement shall be true and correct without regard to the impact of any Bankruptcy Case, including any notices or other actions that may be required therein; and (ii) there shall have been no uncured violation by the Debtor of the covenants set forth in Section 5 of the Support Agreement.

4. **Binding Effect.** Upon execution and delivery of the Support Agreement, the Support Agreement shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms. No obligation, payment, or transfer under this Order or the Support Agreement shall be stayed, restrained, voided or recovered under the

¹ All terms not defined herein are ascribed the meaning given to them in the Support Agreement.

Bankruptcy Code or any applicable nonbankruptcy law, or subjected to any defense, reduction, setoff, recoupment or counterclaim.

5. **Use of Payor's Funds.** The Debtor may use the loans or advances made under, or in connection with, the Support Agreement solely as provided in this Order and in the Support Agreement.

6. **Interest.** Interest on each Payment shall accrue at six percent per annum and be paid in accordance with the terms and provisions of the Support Agreement.

7. **Priority of Support Agreement Obligations.** All obligations of the Debtor under the Support Agreement, subject only to the Carve-Out (as defined herein)) hereby constitute, under sections 364(b) and 503(b)(1) of the Bankruptcy Code, allowed administrative expense claims (the "Priority Claims") against the Debtor, subject to the Carve-Out.

8. **Survival.** The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in this Chapter 11 Case (and pursuant to section 1141(d) of the Bankruptcy Code, the Debtor hereby waives such discharge); (b) converting any of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code; (c) dismissing this Chapter 11 Case or any successor case; or (d) pursuant to which this Court abstains from hearing this Chapter 11 Case or any successor case, provided however that any priority claims or other administrative expenses shall survive only to the extent permitted by applicable law. The terms and provisions of this Order, including the claims and other protections granted to VTI pursuant to this Order and/or the Support Agreement, notwithstanding the entry of any such order, shall continue in the Chapter 11 Case, in any successor case, or following dismissal of the Chapter 11 Case or any successor case, and shall maintain their priority as provided by this Order until all Support Agreement Obligations

have been indefeasibly paid in full in cash and all commitments to extend credit under the Support Agreement are terminated.

9. **Carve-Out.** The administrative priority claims granted hereunder to VTI, and any post-petition claims or interests ranking *pari passu* with or junior in priority to such claims of VTI shall be subject to payment of the Carve-Outs. As used herein, “Carve-Outs” shall mean (a) a payment of an additional retainer of \$100,000 to counsel for the Debtor in the Bankruptcy Case; and (b) fees required to be paid pursuant to 28 U.S.C. § 1930(a)(6) and to the Clerk of the Bankruptcy Court; provided, that nothing herein shall be deemed as a waiver of the rights of VTI to object to any requests for allowance of any fees or expenses.

10. **VTI Lender Rights.** The entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair (a) any of the rights of VTI under the Bankruptcy Code or under any non-bankruptcy law to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of the Chapter 11 Case, conversion of the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or appointment of a chapter 11 trustee or examiner (including with expanded powers), or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans, or (b) any other rights, claims or privileges (whether legal, equitable or otherwise) of VTI.

11. **Survival After Termination.** Notwithstanding anything herein or the occurrence of the termination of the Support Agreement, all of the rights, remedies, benefits and protections provided to the Payor under this Order and the Support Agreement shall survive such termination. Upon such termination, the principal of and all accrued interest and fees and all other obligations under the Support Agreement shall be immediately due and payable and the Payor shall have all other rights and remedies provided in this Order, the Support Agreement, and applicable law.

12. **Automatic Stay Modification.** The automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to permit VTI (i) to file any documents appropriate in its discretion, (ii) assess, charge, collect, advance, deduct and receive payments, including all interest, fees, costs, and expenses permitted under the Support Agreement, and (iii) upon the occurrence and during the continuation of any Event of Default, and upon notice as provided for herein, without further order of or application to this Court, to exercise all rights and remedies provided for in the Support Agreement or under applicable law. Notwithstanding the foregoing, prior to exercising its rights pursuant to this provision, VTI shall provide Notice of Default to the Debtor and the U.S. Trustee, and such parties shall have ten (10) days to cure or seek an emergency hearing in the Bankruptcy Court.

13. **Event of Default.** In the event of the occurrence of an Event of Default under the Support Agreement for which VTI issues to the Debtor a Notice of Default, a copy the same Notice of Default shall be filed on the docket in the bankruptcy case.

14. **No Waiver of Remedies.** The failure or delay by VTI to seek relief or otherwise exercise its rights and remedies under this Order or any other Support Agreement shall not constitute a waiver of any of its rights.

15. **Successor and Assigns.** The provisions of this Order shall be binding upon and inure to the benefit of each of VTI and the Debtor and their respective successors and assigns (including any trustee or fiduciary hereafter appointed or elected as a legal representative of any of the Debtor, its estate, or with respect to the property of any of its estate) whether in the Chapter 11 Case, in any successor case, or upon dismissal of any such chapter 11 or chapter 7 case.

16. **Additional Assurances.** Subject to the terms of this Order, the Debtor is

authorized and directed to do and perform all acts to make, execute and deliver all instruments and documents, and shall pay fees and expenses that may be required or necessary for the Debtor's performance under the Support Agreement, including, without limitation, (i) the execution of the Support Agreement and (ii) the payment of any fees or other expenses described or provided in the Support Agreement.

17. **Limits on Lender Liability.** Nothing in this Order or in any the Support Agreement, or any other documents related to this transaction shall in any way be construed or interpreted to impose or allow the imposition upon VTI any liability for any claims arising from any and all activities by the Debtor in the operation of its business in connection with the Debtor's post-petition restructuring efforts.

18. **Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification of Stay of this Order.**

VTI has acted in good faith in connection with this Order and its reliance on this Order is in good faith. Based on the findings set forth in this Order and the record made during the Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, VTI is entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or any claim or priority authorized or created hereby. Any claims or priorities granted to VTI hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Order shall be governed in all respects by the original provisions of this Order, including entitlement to all rights, remedies, privileges and benefits granted herein.

19. **Application of Any Payment to VTI.** Notwithstanding anything contained in

the Support Agreement, unless otherwise ordered by the Court, any payment to VTI during this case shall be deemed to be repayment of the Support Obligations.

20. **No Third Party Rights.** Except as explicitly provided for herein, this Order does not create any rights for the benefit of any third party, creditor, equity holder, or any other direct, indirect or incidental beneficiary.

21. **Waiver of Any Applicable Stay.** Any applicable stay is hereby waived and shall not apply to this Order.

22. **Finding of Fact and Conclusion of Law.** This Order shall constitute findings of fact and conclusions of law pursuant to Rule 7052 of the Bankruptcy Rules and shall take effect and be fully enforceable immediately upon execution hereof.

23. **Jurisdiction.** The Court has and will retain jurisdiction to enforce this Order according to its terms.

Dated: _____, 2021

THE HONORABLE KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

[Support Agreement]

SUPPORT AGREEMENT

This **SUPPORT AGREEMENT**, dated as of February 26, 2021 (as it may be amended, restated, modified or supplemented from time to time, this “**Agreement**”), is between Visual Technology Innovations, Inc., a Nevada corporation (“**Payor**”), and Stream TV Networks, Inc., a Delaware corporation (“**Payee**”).

RECITALS

A. Payee has sought relief under the Bankruptcy Code (as defined below) for the purpose of confirming a Plan (as defined below).

B. Payor is independent of Payee and Payee is and is intended to be treated as an entity separate from Payor.

C. The principal of Payor and Payer is Mathu Rajan, who presently owns or controls approximately 11.5% of Payor but anticipates that amount will exceed 98%. Mathu Rajan also owns 18,200 shares of Payee and is the 40% owner of Akshaya Holdings LLC. Akshaya Holdings LLC is owned by members of the Rajan family and owns approximately 8.78% of Payee (7.521.551 shares).

D. On February 25, 2021, the Board of Payor approved execution and delivery of this Agreement in the form attached hereto.

E. On February 25, 2021, the Board of Payee approved execution and delivery of this Agreement in the form attached hereto.

F. In connection with, and effective upon execution hereto (the “**Agreement Effective Date**”), Payor has agreed, pursuant to the terms of this Agreement, to provide support to Payee sufficient to pay the costs of operating Payee’s business and fund its Bankruptcy Case, should payee file one, as well as to satisfy all other liabilities of Payee specified herein (the “**Covered Liabilities**”) on the terms set forth herein.

AGREEMENT

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions.

As used in this Agreement, the following terms have the meanings herein specified unless the context otherwise requires:

“**Affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control,” as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms “controlling,” “controlled by” and “under common

control with” have correlative meanings. “Agreement” has the meaning specified in the preamble of this Agreement.

“**Agreement Effective Date**” shall mean the date of its execution by both parties.

“**Assignment**” has the meaning specified in the recitals to this Agreement.

“**Bankruptcy Case**” means any voluntary case under chapter 11 of the Bankruptcy Code commenced by the Payee in the Bankruptcy Court.

“**Bankruptcy Code**” means Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

“**Bankruptcy Court**” means the United States Bankruptcy Court where the Bankruptcy Case is commenced.

“**Base Rate**” means, for any day, a fluctuating interest rate per annum as shall be in effect from time to time, which rate per annum shall at all times be equal to the greater of: (a) the rate of interest established by Bank of America, N.A from time to time, as its “prime rate,” whether or not publicly announced, which interest rate may or may not be the lowest rate charged by it for commercial loans or other extensions of credit; and (b) the Federal Funds Effective Rate in effect from time to time, determined one Business Day in arrears, plus 1/2 of 1% per annum.

“**Board**” means: (a) with respect to a corporation, the board of directors of the corporation or any committee thereof; (b) with respect to a partnership, the board of directors of the general partner of the partnership; (c) with respect to a limited liability company, the managing member or members or the board of managers, as applicable, of the limited liability company; and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

“**Business Day**” means each day other than a Saturday, a Sunday or a day on which banking institutions in Wilmington, Delaware or at a place of payment are authorized by law, regulation or executive order to remain closed.

“**Capital Stock**” means: (a) in the case of a corporation, corporate stock; (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding (in each case of (a) through (d) above) any debt securities convertible into such equity securities.

“**Contractual Obligation**” means, as to any Person, any obligation or similar provision of any security issued by such Person or any agreement, instrument or other undertaking (excluding this Agreement) to which such Person is a party or by which it or any of its property is bound.

“**Covered Liabilities**” shall include expenses associated with the operations of the Payor in its Chapter 11 Bankruptcy Case up to the Payment Cap, including payment of both its professionals in the Bankruptcy Case and Permitted Uses.

“**Default**” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“**District Court**” means the United States District Court in the district of the Bankruptcy Court.

“**Event of Default**” has the meaning specified in Section 6.

“**Federal Funds Effective Rate**” means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York.

“**Governmental Authority**” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Initial Payment**” has the meaning specified in Section 2(a).

“**Organizational Documents**” means, (a) with respect to any corporation, its certificate or articles of incorporation and bylaws, (b) with respect to any limited liability company, its certificate or articles of formation or organization and operating agreement, and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation of such entity.

“**Payee**” has the meaning specified in the preamble of this Agreement.

“**Payee Material Adverse Effect**” means (a) a material impairment of the rights and remedies of the Payor under this Agreement, or of the ability of the Payee to perform its material obligations under this Agreement, or (b) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payee.

“**Payee Subsidiary**” means any wholly-owned Subsidiary of the Payee and for avoidance of doubt shall exclude the Payor and the Payor Affiliates.

“**Payment**” has the meaning specified in Section 2(a).

“**Payment Cap**” means the amount of \$1,000,000 unless otherwise increased by consent of the Payor in a signed writing.

“**Payment Date**” has the meaning specified in Section 2(b).

“**Payor**” has the meaning specified in the preamble of this Agreement.

“Payor Affiliate” means any Affiliate of the Payor other than the Payee and any Payee Subsidiary.

“Payor Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the business, assets, liabilities (actual or contingent) or financial condition of the Payor and the Payor Subsidiaries, taken as a whole, (b) a material impairment of the rights and remedies of the Payee under this Agreement, or of the ability of the Payor to perform its material obligations under this Agreement, or (c) a material adverse effect upon the legality, validity or enforceability of this Agreement against the Payor.

“Payor Subsidiaries” means any Subsidiaries of Payor other than Payee and any Payee Subsidiary.

“Permitted Use” means each of the following: (i) the payment of any and all costs and expenses of the Payee incurred in the normal course of its business (including, without limitation, the payment of any indemnification or other obligations of the Payee owing to any managers or officers of the Payee) at any time when there is no Bankruptcy Case pending; (ii) the payment of any and all (a) administrative expenses incurred during the pendency of any Bankruptcy Case that have been allowed by an order of the Bankruptcy Court as well as the payment of an additional retainer of \$100,000 to counsel for the Payee in the Bankruptcy Case and (b) other costs and expenses of the Payee incurred during the pendency of any Bankruptcy Case that are necessary or appropriate in the judgment of the Payee’s Board, collectively including the costs of administering the Bankruptcy Case and any and all other costs and expenses of the Payee incurred in the normal course of its business during the pendency of the Bankruptcy Case; and (iii) the funding of any amounts necessary to cause the Support Account to contain at least \$50,000 at all times prior to the effective date of a Plan; in the case of clauses (i) through (iii) above, solely to the extent that any cash distributions theretofore received by the Payee from any Payee Subsidiary are insufficient to pay such costs and expenses and fund such amounts and obligations in full.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Plan” means a Plan prepared by Payee and submitted to and approved by the Bankruptcy Court.

“Predecessor” has the meaning specified in the recitals of this Agreement.

“Subsidiary” means any Person a majority of the outstanding Voting Stock of which is owned or controlled by another Person or by one or more other Subsidiaries of such Person.

“Support Account” means the account of the Payee listed on Schedule 1 to this Agreement, into which the proceeds of all Payments made under this Agreement shall be deposited, or such other account designated in writing by the Payee to the Payor from time to time.

“Support Request” has the meaning specified in Section 2(b).

“USD” means United States dollars.

“**Voting Stock**” of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of such Person.

2. Support Obligations and Procedures.

(a) **Support Obligations.** The Payor hereby agrees on the terms and conditions set forth in this Agreement,

(1) to fund into the Support Account an initial sum of Two Hundred Thousand USD (\$200,000.00) in cash on or before March 5, 2021, subject to mutual extension thereof (the “**Initial Payment**”), in addition to any amounts funded into the Support Account pursuant to any other agreement and

(2) upon the request of the Payee from time to time in accordance with the requirements of Section 2(b), to make payments to the Payee (each, a “**Payment**”) in an amount, together with all prior Payments, not to exceed the Payment Cap, the proceeds of which shall be used by the Payee for any Permitted Use. Nothing in this Agreement shall obligate the Payor to make Payments under this Agreement that in the aggregate exceed the lesser of (i) the Payment Cap and (ii) the aggregate amount necessary for the Payee to fund all Permitted Uses, and nothing in this Agreement shall obligate the Payor to make any individual Payment under this Agreement that exceeds the amount necessary for the Payee to fund the Payee’s projected Permitted Uses over the 30 days following the date of such Payment.

(b) **Support Requests.** To request a Payment, the Payee shall deliver to the Payor a written request (which written request may be a .pdf delivered via email) for such Payment substantially in the form attached as Exhibit A hereto and signed by the Payee (each, a “**Support Request**”). Each Support Request shall specify (i) the amount of the requested Payment, which shall be no less than \$25,000, and (ii) the date requested for such Payment, which shall be no earlier than the date that is three Business Days following the delivery of such Support Request (each such date, a “**Payment Date**”). Each Support Request by the Payee shall constitute a representation and warranty by the Payee that the conditions set forth in Section 2(d) have been satisfied and that there shall have been no uncured violation by the Payee of the covenants set forth in Section 5.

(c) **Payments.** Subject only to the satisfaction of the conditions set forth in Section 2(d), on any Payment Date, the Payor shall pay or cause to be paid to the Payee an amount equal to the amount of the requested Payment specified in the applicable Support Request. All Payments shall be made by wire or other transfer of immediately available funds, in USD, to the Support Account. In the event that the Payor does not make any Payment within the time period required by this Section 2(c), the amount of the requested Payment shall bear interest at a rate per annum equal to the Base Rate plus 2% until such Payment is made, and the Payor shall include any interest accruing pursuant to this Section 2(c) in the next Payment made to the Payee.

(d) **Conditions to Payments.** The Payor’s obligation to make any Payment is subject to the satisfaction of the following conditions as of the date of the Support Request relating to such Payment:

(i) the representations and warranties of the Payee set forth in Section 3(b) shall be true and correct without regard to the impact of any Bankruptcy Case, including any notices or other actions that may be required therein; and

(ii) there shall have been no uncured violation by the Payee of the covenants set forth in Section 5.

(e) **Interest Rate.** Interest on each Payment shall accrue at the simple interest rate of six percent (6%) per annum. Interest shall be payable immediately if and to the extent of cash proceeds generated from projects of the Payee and will otherwise accrue until the repayment of the Payments as referenced at (f) below.

(f) **Repayment of Payments.** The repayment to Payor of all the Payments plus any unpaid interest accrued thereon shall be upon the occurrence of the earlier of (i) the effective date of and pursuant to the Plan; or (ii) conversion or dismissal of the Bankruptcy Case.

3. Representations and Warranties.

Representations and Warranties of the Payee. The Payee represents and warrants to the Payor that:

- (i) It will only utilize the proceeds of any Payment made under this Agreement for Permitted Uses.
- (ii) This Agreement is not in default and will not be in default at the time of any Payment.
- (iii) An Order of the Bankruptcy Court has been entered approving the Support Agreement.

4. Covenants of the Payor.

(a) **Provision of Financial Information.**

(i) The Payor will provide Payee with such financial information as Payor may request from time to time including information regarding the ability of Payor to make the Payments and Support Obligations and otherwise comply with this Agreement.

(ii) By accepting such financial information, the Payee will be deemed to have represented to and agreed with the Payor that: (A) it will not use the information in violation of applicable securities laws or regulations; and (B) it will not communicate any such information not publicly disclosed by the Payor to any Person, including, without limitation, in any aggregated or converted form, and will keep such information confidential, other than where disclosure of such information is required by law, regulation or legal process (in which case the Payee shall, to the extent permitted by law, notify the Payor promptly thereof).

b) **Successor to the Payor upon Consolidation or Merger.**

(i) Subject to the provisions of Sections 4(b)(ii) and 4(b)(iii), nothing contained in this Agreement shall prevent any consolidation or merger of the Payor with or into any Person, or

successive consolidations or mergers in which the Payor or its successor or successors shall be a party or parties, or shall prevent any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all the property of the Payor (for the avoidance of doubt, calculated by including the equity interests of the Payor), to any Person; provided, however, and the Payor hereby covenants and agrees, that, if the surviving Person, acquiring Person or lessee is a Person other than the Payor, upon any such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, all of the Payor's funding obligations under this Agreement and the observance of all other covenants and conditions of this Agreement to be performed by the Payor, shall be expressly assumed by an amendment to this Agreement or such other documentation in form reasonably satisfactory to the Payee, executed and delivered to the Payee by the Person formed by such consolidation, or into which the Payor shall have been merged, or by the Person which shall have acquired or leased such property.

This covenant will not apply to: (A) a merger of the Payor with an Affiliate solely for the purpose of reincorporating the Payor in another jurisdiction within the United States; (B) any conversion of the Payor from an entity formed under the laws of one state to the same type of entity formed under the laws of another state; or (C) any conversion of the Payor from a limited liability company to a corporation, from a corporation to a limited liability company, from a limited liability company to a limited partnership or a similar conversion, whether the converting entity and the converted entity are formed under the laws of the same state or the converting entity is formed under the laws of one state and the converted entity is formed of the laws of a different state, so long as, in each case, the surviving entity by operation of law remains bound by the provisions of this Agreement.

(ii) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Payor (for the avoidance of doubt, calculated by including the equity interests of the Payor) in a transaction that is subject to, and that complies with, the provisions of the preceding clause (i), the successor Person formed by such consolidation into or with which the Payor is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Agreement referring to the "Payor" shall refer instead to the successor Person and not to the Payor), and may exercise every right and power of the Payor under this Agreement with the same effect as if such successor Person had been named as the Payor herein. In the event of a succession in compliance with this Section 4(b)(ii), the predecessor Person shall be relieved from every obligation and covenant under this Agreement upon the consummation of such succession.

(iii) Any consolidation, merger, sale, conveyance or lease referred to in the preceding clause (i) shall not be permitted under this Agreement unless immediately after giving effect to such transaction, no Default or Event of Default arising from any action or inaction by Payor shall have occurred and be continuing.

5. Covenants of the Payee.

The Payee shall not use the proceeds of any Payment made under this Agreement for any purpose other than a Permitted Use.

6. Events of Default.

Each of the following events constitutes an “Event of Default”:

(a) The Payee defaults in the performance of, or breaches, any covenant or representation or warranty of the Payee in this Agreement and such default or breach continues for a period of five (5) Business Days after there has been given to the Payee by the Payor a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder;

(b) the Payor defaults in its funding obligations pursuant to Section 2 and such default continues for a period of five (5) Business Days;

(c) the Payor defaults in the performance of, or breaches, any covenant or representation or warranty of the Payor in this Agreement (other than a covenant or representation or warranty which is specifically dealt with elsewhere in this Section 6) and such default or breach continues for a period of 90 days, or, in the case of any failure to comply with Section 4(a) of this Agreement, 180 days, in each case after there has been given to the Payor by the Payee a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder;

(d) the Payor, pursuant to or within the meaning of the Bankruptcy Code or any similar federal or state law for the relief of debtors, (i) commences a voluntary case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors, or (v) generally is not paying its debts as they become due; and

(e) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code or any similar federal or state law for the relief of debtors that (i) is for relief against the Payor in the nature of an exercise of jurisdiction over all or the majority of Payor’s assets, (ii) appoints a custodian of the Payor for all or substantially all of the property of the Payor, or (iii) orders the liquidation of the Payor, and, in each case of (i) through (iii) above, such order or decree remains unstayed and in effect for 60 consecutive days. Upon becoming aware of any Default or Event of Default, the Payor or the Payee, as applicable, shall promptly deliver to the Payee or Payor, as applicable, a written statement specifying such Default or Event of Default.

7. Remedies.

Upon the occurrence of any Event of Default, and at any time thereafter during the continuance of any such Event of Default, the non-defaulting Party may continue to enforce the performance

of any provision of this Agreement, as applicable, and the Payee, if a non-defaulting Party may pursue any available remedy to collect any unfunded Payments due and owing to the Payee.

8. Notices.

All notices required under this Agreement, including each Support Request and any approval of or objection to a Support Request, shall be delivered to the applicable party to this Agreement at the address set forth below. Unless otherwise specified herein, delivery of any such notice by email, facsimile or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart thereof.

Payor:

Visual Technology Innovations, Inc.
1105 William Penn Drive
Bensalem, PA 19020
Email: mathu.rajana@vti-global.com

Payee:

Stream TV Networks, Inc.
1105 William Penn Drive
Bensalem, PA 19020
Email: mathu@streamacquisitiongroup.com

With a copy to:

Lawrence G. McMichael, Esquire
DILWORTH PAXSON LLP
1500 Market Street – 3500E
Philadelphia, PA 19102
Email: lmcmichael@dilworthlaw.com

9. Governing Law; Jury Trial Waiver.

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of law that would defer to the laws of another jurisdiction. PAYOR AND PAYEE AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF THE PARTIES HERETO WITH RESPECT TO ANY MATTER RELATING TO OR ARISING OUT OF THE ENGAGEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THE PARTIES HEREUNDER. Payor and Payee agree, to the extent permitted by applicable law, (a) that any federal court sitting within the District of Delaware shall have exclusive jurisdiction over any litigation arising out of this Agreement; (b) to submit to the personal jurisdiction of the Courts of the United States District Court for the District of Delaware; (c) to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation,

inconvenience of forum) to jurisdiction or venue within the State of Delaware for any litigation arising in connection with this Agreement; and (d) in the event that the Payee commences a Bankruptcy Case, that (1) the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement and that each of the Parties hereby consents to entry by the Bankruptcy Court of a final order in any dispute arising out of or related to this Agreement and (2) Payor shall be entitled to participate and be heard in any matters implicating, in any way, the scope, extent, timing, or enforceability of, or obligations under, this Agreement.

10. No Implied Waiver; Amendments.

No failure or delay on the part of the Payee or Payor to exercise any right, power or privilege under this Agreement, and no course of dealing between the Payor, on the one hand, and the Payee, on the other hand, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on the Payor or the Payee in any case shall entitle the other Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the holder of this Agreement to any other or further action in any circumstances without notice or demand. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Payee or the Payor therefrom, shall in any event be effective unless the same shall be in writing, specifically refer to this Agreement, and be signed by the Payor and the Payee, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which given. A waiver on any such occasion shall not be construed as a bar to, or waiver of, any such right or remedy on any future occasion.

11. Counterparts; Entire Agreement; Electronic Execution.

This Agreement may be executed in separate counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes, in its entirety, any prior written or oral agreement between the Parties on the subject matter herein. This Agreement shall become effective when it shall have been executed by each party hereto and each party shall have received counterparts hereof which, when taken together, bear the signatures of each of party hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Severability.

If any one or more of the provisions contained in this Agreement are invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of all the remaining provisions will not in any way be affected or impaired. If any one or more provisions contained in this Agreement are deemed invalid, illegal or unenforceable because of their scope or breadth, such provisions shall be reformed and replaced with provisions whose scope and breadth are valid under applicable law and are consistent with the Parties' intentions with respect to the applicable invalid, illegal or unenforceable provisions.

13. Transfer; Assignment.

This Agreement shall be binding upon the Payor and its successors and assigns, and the terms and provisions of this Agreement shall inure to the benefit of the Payee and its successors and assigns. The Payor's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payee, which may be withheld in its sole and absolute discretion; provided, however, that no such consent of the Payee shall be required in connection with any transfer effected in compliance with Section 4(b). The Payee's rights and obligations under this Agreement may not be assigned without the prior written consent of the Payor, which may be withheld in its sole and absolute discretion.

14. Rights of Parties.

This Agreement shall not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the date first above written.

Visual Technology Innovations, Inc., a Nevada corporation, as the Payor

A handwritten signature in blue ink that reads "Mathu Rajan". The signature is written in a cursive style with a small mark above the 'u' in "Rajan".

By: _____

Name: Mathu Rajan

Title: President

Stream TV Networks, Inc., a Delaware corporation, as the Payee

A handwritten signature in blue ink that reads "Mathu Rajan". The signature is written in a cursive style with a small mark above the 'u' in "Rajan".

By: _____

Name: Mathu Rajan

Title: CEO

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the date first above written.

Visual Technology Innovations, Inc., a Nevada corporation, as the Payor



By: _____

Name: Mathu Rajan

Title: President

Stream TV Networks, Inc., a Delaware corporation, as the Payee



By: _____

Name: Mathu Rajan

Title: CEO

SCHEDULE 1

Support Account [TO BE PROVIDED]

EXHIBIT A

FORM OF SUPPORT REQUEST

**Stream TV Networks, Inc.
1105 William Penn Drive
Bensalem, PA 19020
Email: mathu@streamacquisitiongroup.com**

Date [REDACTED]

Visual Technology Innovations, Inc.
Attn: Mathu Rajan, President
1105 William Penn Drive
Bensalem, PA 19020
Email: mathu.rajan@vti-global.com

Re: Support Request for Stream TV Networks, Inc. (this "**Support Request Letter**")

Dear Mr. Rajan:

Reference is hereby made to the Support Agreement, dated as of February [REDACTED], 2021 (as it may be amended, restated, modified or supplemented from time to time, the "**Support Agreement**"), by and between Visual Technology Innovations, Inc., a Nevada corporation ("**Payor**"), and Stream TV Networks, Inc., a Delaware corporation ("**Payee**"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Support Agreement.

This Support Request Letter is executed and delivered by Payee to Payor pursuant to Section 2(b) of the Support Agreement. Payee hereby requests a Payment from Payor pursuant to the Support Agreement in the amount of \$[REDACTED] to be made on [REDACTED]. Payee hereby instructs Payor to disburse on the date of the Payment requested herein, the proceeds of the Payment to the Support Account. In connection with the Payment requested herein, Payee hereby represents, warrants and certifies to Payor that: i. proceeds from the Payment shall be used to fund Payee's projected Permitted Uses over the 30 days following the date of the Payment; ii. the representations and warranties of Payee set forth in Section 3 of the Support Agreement are true and correct without regard to the impact of any Bankruptcy Case, including any notices or other actions that may be required therein; and iii. there are no uncured violations by Payee of the covenants set forth in Section 5 of the Support Agreement.

The undersigned hereby certifies each and every matter contained herein to be true and correct.

Stream TV Networks, Inc., a Delaware corporation, as the Payee

By: _____

Name: Mathu Rajan
Title: CEO

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
	:	
Stream TV Networks, Inc.	:	Case No. 21-10433 (KBO)
	:	
Debtor ¹ .	:	Hearing Date: March 22, 2021 at 10:00 a.m.
	:	Objections Due: March 15, 2021 at 4:00 p.m.

**NOTICE OF MOTION OF STREAM TV NETWORKS, INC. FOR ENTRY OF ORDER:
(I) AUTHORIZING IT TO OBTAIN POST-PETITION FINANCING PURSUANT TO
SECTIONS 363 AND 364 OF THE BANKRUPTCY CODE, (II) AUTHORIZING IT TO
ENTER INTO THE SUPPORT AGREEMENT, AND (III) GRANTING
ADMINISTRATIVE PRIORITY CLAIMS TO LENDER PURSUANT TO SECTION 364
OF BANKRUPTCY CODE AND MODIFYING THE AUTOMATIC STAY TO
IMPLEMENT THE TERMS OF THE ORDER**

PLEASE TAKE NOTICE that on March 1, 2021, the above-captioned debtor and debtor-in-possession (the “Debtor”) filed the Motion for Entry of Order: (I) Authorizing it to Obtain Post-Petition Financing Pursuant to Sections 363 and 364 of the Bankruptcy Code, (II) Authorizing it to Enter into the Support Agreement, and (III) Granting Administrative Priority Claims to the Lender Pursuant to Section 364 of Bankruptcy Code and Modifying the Automatic Stay to Implement the Terms of the Order (the “Motion”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, filed with the Clerk of the Bankruptcy Court, and served upon the undersigned counsel to the Debtor, so as to actually be received by or before March 15, 2021 at 4:00 p.m. (EST).

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion shall be held on **March 22, 2021 at 10:00 a.m. (EST)**, before the Honorable Karen B. Owens, United States Bankruptcy Court for the District of Delaware, at 824 Market Street, 6th Floor, Courtroom 3, Wilmington, DE 19801.

IF NO OBJECTION OR RESPONSE TO THE MOTION IS TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

¹ Additional information for the Debtor in this chapter 11 case may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.omniagentsolutions.com/streamtv> or, alternatively, via the Bankruptcy Court at <https://ecf.deb.uscourts.gov/cgi-bin/login.pl> with a Public Access to Court Electronic Records (“PACER”) account, which may be obtained at <https://pacer.uscourts.gov>.

Dated: March 1, 2021

/s/ Martin J. Weis

DILWORTH PAXSON LLP
Martin J. Weis (I.D. No. 4333)
One Customs House – Suite 500
704 King Street
P.O. Box 1031
Wilmington, DE 19899-1031
Telephone: (302) 571-9800
Facsimile: (302) 655-1480

-and-

DILWORTH PAXSON LLP
Lawrence G. McMichael (*admitted pro hac vice*)
Anne M. Aaronson (*admitted pro hac vice*)
Yonit A. Caplow (*admitted pro hac vice*)
1500 Market St., Suite 3500E
Philadelphia, PA 19102
Telephone: (215) 575-7000
Facsimile: (215) 575-7200

Proposed Counsel for the Debtor and Debtor in Possession