51-102F3
MATERIAL CHANGE REPORT [F]

Item 1 Name and Address of Company

Gener8 Media Corp. (the “**Company**”)
Suite 100, 138 E 7th Avenue
Vancouver, BC V5T 1M6, Canada

Item 2 Date of Material Change

October 30, 2013

Item 3 News Release

The news release was issued on November 4, 2013 via newswire.

Item 4 Summary of Material Change

The Company announced that it has signed a letter of intent (“LOI”) with Tianjin Fu Feng Da Movie & Television Technology Investment and Development Co., Ltd. (“FFD”) dated October 30, 2013 pursuant to the terms of which the Company and FFD intend to form a new company or use an existing subsidiary of the Company to operate the Company’s current 2D-3D conversion business. In connection with entry into the LOI, the Company also announced that it had entered into a Loan Agreement with FFD dated October 30, 2013 as further described in Item 5 below.

Item 5 Full Description of Material Change

5.1 Full Description of Material Change

Pursuant to the LOI, FFD proposes to acquire 60% of the issued and outstanding common shares of an existing wholly-owned subsidiary or newly incorporated subsidiary of the Company (the “Subsidiary”) immediately after the Company transfers substantially all of its assets and business related to the Company’s 2D-3D conversion business to the Subsidiary for a purchase price of CDN$15 million (the “Purchase Price”) (the “Proposed Transaction”). Upon completion of the Proposed Transaction, the Company and FFD intend to be partners with respect to the 3D stereoscopic conversion business (the “Business”) with the Company continuing to manage the day-to-day business. The Company intends to continue to fully own its current technology division in which it has developed other technologies to the entertainment industry, including its cloud-based data management and analytics known as Cumul8.

As a condition of the LOI, an advance of up to a maximum of $3 million (the “Bridge Loan”), bearing interest at a rate of 8% per annum, was arranged as a bridge financing by FFD to the Company, pursuant to the terms of a loan agreement (the “Bridge Loan Agreement”), which is secured by the Company’s present and after-acquired personal property and a limited guarantee of Gener8 Digital Media Corp., a wholly-owned subsidiary of the Company. Pursuant to the Bridge Loan Agreement, FFD made an initial advance of $1 million (the “Initial Advance”) to the Company immediately after execution of the Bridge Loan Agreement. All amounts advanced under the Bridge Loan will be converted on an interest-free basis and applied in favor of FFD toward payment of the Purchase Price on the closing of the Proposed Transaction, if applicable. Under the terms of the Bridge Loan Agreement, the Company: (i) agreed to provide certain customary affirmative covenants during the term of the Bridge Loan including, among other things, maintaining a current ratio of not less than 1 to 1 and providing a lien on its present and future acquired personal property in favour of the lender; (ii) agreed to provide certain customary negative covenants during the term of the Bridge Loan including not to engage in a business other than the Company’s current businesses and business reasonably relating to digital media; (iii) agreed to certain customary events of default in the Bridge Loan Agreement including any insolvency or bankruptcy of the Company, any material adverse changes in the Company or if the resignation of certain of its key officers or directors occurs.

As security for the Bridge Loan, among other things: the Company's subsidiary Gener8 Digital Media Corp. ("GDMC") provided a guarantee on the repayment of the Bridge Loan, the Company and GDMC entered into a source code escrow agreement with FFD and an independent third party providing a security interest in the Company's source code in favour of FFD on certain default conditions including insolvency or bankruptcy of the Company, the Company pledged the securities of certain of its subsidiaries and entered into a general security agreement providing FFD with a security interest in the Company and its subsidiaries assets and after acquired property. In connection with the Bridge Loan Agreement, Roderick Armes, a director and principal shareholder of the company agreed to enter into a subordination agreement pursuant to which he agreed to subordinate and postpone all amounts owed to him up to June 30, 2013 to FFD as security for repayment of the Bridge Loan.

Pursuant to the LOI, upon delivery of the initial $1 million advance under the Bridge Loan Agreement until the first to occur of: (i) the repayment of all amounts owing under the Bridge Loan; and (ii) the closing of the Proposed Transaction, the Company agreed to use its best efforts to provide full process training to FFD's employees pursuant to an agreed upon training plan and granted FFD a right of first refusal to any of Gener8's outsourced 3D conversion work relating to the Business, provided FFD is capable of producing work to the quality acceptable by the Company's customers. The parties agreed to share the reasonable costs of such training with FFD and FFD agreed to charge mutually agreed upn rates for the outsourced work.

Under the terms of the LOI, Gener8 and FFD each agreed that, during the period (the "Negotiating Period") commencing on October 30, 2013 and ending December 2, 2013 the parties agreed to negotiate and use reasonable commercial efforts to finalize and sign a definitive agreement regarding the Proposed Transaction (the "Definitive Agreement") and Gener8 agreed during the Negotiation Period not to enter into or carry on discussions with any prospective purchasers or investors in the business of Gener8. The Definitive Agreement is expected to include such other terms, provisions and conditions as are customary for transactions similar to the Proposed Transaction. In addition, pursuant to the LOI, each party reserved the right to modify, alter, withdraw, add to, delete from or otherwise change any of the terms, provisions or conditions of the Proposed Transaction, as well as to terminate discussions or negotiations relating to the Proposed Transaction at any time following the expiry of the Negotiating Period, without any liability to the other party.

The LOI also includes customary reciprocal confidentiality provisions. Other than the binding provisions of the LOI, including but not limited to the Bridge Loan and Bridge Loan Agreement, the LOI terminates without liability on the earlier of: (i) the date the Definitive Agreement is fully executed; (ii) the last day of the Negotiation Period, unless an extension thereto is executed by the Parties in writing; and (iii) the date the parties agree in writing to terminate negotiations in respect of the subject matter thereof. Simultaneously upon closing the Proposed Transaction, the parties also intend to enter into a shareholders' agreement to address their respective shareholder interest in the Subsidiary, which will include, among other provisions, a put option whereby the Company will have the one time option to sell its remaining interest in the Subsidiary.

The Proposed Transaction is subject to, among other things, due diligence, negotiation, and execution of definitive agreements and will require approval by the Company's shareholders, FFD's board of directors, applicable corporate approvals, all required third parties and all applicable regulatory approvals. There is no assurance that the Proposed Transaction will be completed as planned or at all.

If the Proposed Transaction is completed, the Company intends to use the net proceeds towards working capital and financing the continued development and commercialization of Cumul8 and other technologies within the Company.

5.2 Disclosure for Restructuring Transactions

Not Applicable

Item 6 Reliance on subsection 7.1(2) of National Instrument 51-102

Not Applicable

Item 7 Omitted Information

None

Item 8 Executive Officer

Roderick Armes, President 604-669-8885

Item 9 Date of Report

November 8, 2013