

Court File No.

**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**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
MASTERMIND GP INC.**

Applicants

APPLICATION RECORD

November 22, 2023

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO#42383G)
416.863.5567
Email: nmacparland@dwpv.com

Natalie Renner (LSO#55954A)
416.367.7489
Email: nrenner@dwpv.com

Kristine Spence (LSO#66099S)
Tel: 416.367.7573
Email: kspence@dwpv.com
Fax: 416.863.0871

Lawyers for the Applicant, Mastermind
GP Inc.

TO: SEE ATTACHED SERVICE LIST

**SERVICE LIST
(AS AT NOVEMBER 22, 2023)**

TO:	<p>DAVIES WARD PHILLIPS & VINEBERG LLP 155 Wellington St W, Toronto, ON M5V 3J7</p> <p>Natasha MacParland (LSO #42383G) Email: NMacParland@dwpv.com Tel: 416.367.7489</p> <p>Natalie Renner (LSO #55954A) Email: NRenner@dwpv.com Tel: 416.863.5567</p> <p>Kristine Spence (LSO #66099S) Email: KSpence@dwpv.com Tel: 416.863.0900</p> <p>Counsel for the Applicant, Mastermind GP Inc.</p>
AND TO:	<p>ALVAREZ & MARSAL CANADA INC. Royal Bank Plaza, South Tower, 200 Bay Street, Suite 2900, P.O. Box 22, Toronto, ON, M5J 2J1</p> <p>Joshua Nevsky Tel: 416.847.5161 Email: jnevsky@alvarezandmarsal.com</p> <p>The Proposed Monitor</p>
AND TO:	<p>BENNET JONES LLP 100 King St W, Suite 3400, Toronto, ON, M5X 1A4</p> <p>Sean Zweig Tel: 416.777.6254 Email: zweigs@bennettjones.com</p> <p>Joshua Foster Email: fosterj@bennettjones.com</p> <p>Counsel to the Proposed Monitor</p>

AND TO:	NORTON ROSE FULBRIGHT LLP TD Centre 222 Bay St., Suite 3000, Toronto, ON, M5K 1E7 Evan Cobb Tel: 416.216.1929 Email: evan.cobb@nortonrosefulbright.com Counsel to the Canadian Imperial Bank of Commerce
----------------	---

EMAIL DISTRIBUTION LIST:

nmacparland@dwpv.com; nrenner@dwpv.com; kspence@dwpv.com;
jnevsky@alvarezandmarsal.com; zweigs@bennettjones.com;
evan.cobb@nortonrosefulbright.com; fosterj@bennettjones.com

INDEX

Tab	Document	Page Number
1.	Notice of Application	
2.	Affidavit of Lucio Milanovich sworn on November 22, 2023	
3.	Draft Initial Order	
4.	Blackline of draft Initial Order to Model Initial Order	
(1)	Schedule 1: Retail store locations and details of Mastermind Entities' leases	
(2)	Schedule 2: List of landlords of Mastermind Entities	
A.	Corporate Profile of Mastermind LP	
B.	Corporate Profile of Mastermind GP	
C.	Various agreements between the Mastermind Entities and Blackhawk re gift card processing	
1.	Gift Card Agreement dated May 18, 2016	
2.	Canadian Card Participation Agreement effective as of November 30, 2017	
3.	Amending Agreement to Gift Card Agreement dated May 27, 2019	
4.	Amending Agreement to Gift Card Agreement dated January 26, 2021	
5.	Amending Agreement to Gift Card Agreement dated January 18, 2023	
D.	Mastermind LP financial statements - December 31, 2022	
E.	Credit Agreement dated October 24, 2014 between CIBC, Mastermind LP and Mastermind GP	
F.	Amending Agreement to the credit agreement dated June 11, 2020	

G.	Guarantee of Mastermind GP dated October 24, 2014	
H.	Grid Promissory Notes issued to ELP, Canadian LP and US LP	
1.	Grid Promissory Note issued to ELP dated June 11, 2020 for \$13,182.49	
2.	Grid Promissory Note issued to US LP dated June 11, 2020 for \$736,627.81	
3.	Grid Promissory Note issued to Canadian LP dated June 11, 2020 for \$500,189.70	
J.	Payment in Kind (PIK) notes and an excel spreadsheet tracking notes in connection with grid promissory notes	
1.	PIK Promissory Notes Chart	
2.	PIK Note issued to ELP dated December 31, 2020 for \$720.33	
3.	PIK Note issued to ELP dated December 31, 2021 for \$1,318.25	
4.	PIK Note issued to ELP dated January 3, 2023 for \$1,318.25	
5.	PIK Note issued to Canadian LP dated December 31, 2020 for \$27,332.78	
6.	PIK Note issued to Canadian LP dated December 31, 2021 for \$50,019.00	
7.	PIK Note issued to Canadian LP dated January 3, 2023 for \$50,019.00	
8.	PIK Note issued to US LP dated December 31, 2020 for \$37,368.95	
9.	PIK Note issued to US LP dated December 31, 2021 for \$68,564.92	
10.	PIK Note issued to US LP dated January 3, 2023 for \$68,564.94	

K.	General Security Agreement between Mastermind GP and Mastermind LP dated October 24, 2014	
L.	Mastermind LP and Mastermind GP PPSA searches with a file currency of November 12, 2023	
M.	Mastermind and Birch Hill Lenders Subordination and Postponement Agreement with CIBC dated June 11, 2020	
N.	Documents in connection with Bank Security Act in connection with October 22, 2014 Mastermind LP to CIBC security under section 427	
O.	Bank Act searches dated November 13, 2023	
P.	Letter from counsel for CIBC dated November 13, 2023	
Q.	November 8, 2023 Competition Bureau Supplementary Information Request form	
R.	A&M's Consent	
S.	AIG Policy	

Court File No.

**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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF MASTERMIND GP INC.

Applicants

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing *(choose one of the following)*

- ☐ In writing
- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

Join Zoom Meeting

<https://ca01web.zoom.us/j/67927063702?pwd=c1Z2eFN3NXB1N0xOK0lYSWtCL2ZBZz09>

Meeting ID: 679 2706 3702

Passcode: 007287

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on November 23, 2023, at 12:30 p.m., before a judge presiding over the Commercial List *(or on a day to be set by the registrar)*.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue
Toronto ON M5G 1R7

**SERVICE LIST
(AS AT NOVEMBER 22, 2023)**

TO:	<p>DAVIES WARD PHILLIPS & VINEBERG LLP 155 Wellington St W, Toronto, ON M5V 3J7</p> <p>Natasha MacParland (LSO #42383G) Email: NMacParland@dwpv.com Tel: 416.367.7489</p> <p>Natalie Renner (LSO #55954A) Email: NRenner@dwpv.com Tel: 416.863.5567</p> <p>Kristine Spence (LSO #66099S) Email: KSpence@dwpv.com Tel: 416.863.0900</p> <p>Counsel for the Applicant, Mastermind GP Inc.</p>
AND TO:	<p>ALVAREZ & MARSAL CANADA INC. Royal Bank Plaza, South Tower, 200 Bay Street, Suite 2900, P.O. Box 22, Toronto, ON, M5J 2J1</p> <p>Joshua Nevsky Tel: 416.847.5161 Email: jnevsky@alvarezandmarsal.com</p> <p>The Proposed Monitor</p>
AND TO:	<p>BENNET JONES LLP 100 King St W, Suite 3400, Toronto, ON, M5X 1A4</p> <p>Sean Zweig Tel: 416.777.6254 Email: zweigs@bennettjones.com</p> <p>Joshua Foster Email: fosterj@bennettjones.com</p> <p>Counsel to the Proposed Monitor</p>

AND TO:	NORTON ROSE FULBRIGHT LLP TD Centre 222 Bay St., Suite 3000, Toronto, ON, M5K 1E7 Evan Cobb Tel: 416.216.1929 Email: evan.cobb@nortonrosefulbright.com Counsel to the Canadian Imperial Bank of Commerce
----------------	---

EMAIL DISTRIBUTION LIST:

nmacparland@dwpv.com; nrenner@dwpv.com; kspence@dwpv.com;
jnevsky@alvarezandmarsal.com; zweigs@bennettjones.com;
evan.cobb@nortonrosefulbright.com; fosterj@bennettjones.com

APPLICATION

1. **THIS APPLICATION IS MADE BY** Mastermind GP Inc. ("**Mastermind GP**"), for an order, substantially in the form attached at Tab 3 of this Application Record for an order (the "**Initial Order**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), among other things:

- (a) abridging the time for, or dispensing with, service of this Notice of Application and the Application Record;
- (b) declaring that Mastermind GP is a party to which the CCAA applies
- (c) declaring that Mastermind LP shall be bound by the Initial Order as though it were an Applicant and enjoy the protections, authorizations and benefits thereof;
- (d) staying, for an initial period of not more than eight days (the "**Stay**"), all proceedings and remedies that might be taken against Mastermind LP and Mastermind GP (the "**Mastermind Entities**") or their business or current and future assets;
- (e) appointing Alvarez & Marsal Canada Inc. ("**A&M**" or the "**Proposed Monitor**") as the Court-appointed monitor of the Mastermind Entities to monitor the assets, business and affairs of the Mastermind Entities;
- (f) permitting the Mastermind Entities' continued use of their cash management system;

(g) granting charges against the property of the Mastermind Entities, in the following priority;

(i) an administration charge in the amount of \$750,000 to secure the fees and disbursements of the Proposed Monitor, counsel to the Proposed Monitor and counsel to the Applicants (the **“Administration Charge”**); and

(ii) an indemnity and priority charge in the amount of \$4 million to indemnify the directors and officers for any obligations and liabilities they may incur in such capacities (the **“D&O Charge”**);

2. If the Initial Order is granted, the Mastermind Entities intend to return to Court within eight days (the **“Comeback Hearing”**) to seek approve of an Amended and Restated Initial Order (**“ARIO”**), which, among other things, may:

(i) extend the Stay until January 28, 2024;

(ii) approve the execution by the Applicants of a forbearance agreement with Canadian Imperial Bank of Commerce (**“CIBC”**) and granting a lender’s charge in favour of the CIBC (the **“Lender’s Charge”**);

(iii) approve the consulting agreement entered into by Gordon Brothers Canada ULC (the **“Agent”**) and the Mastermind Entities (the **“Consulting Agreement”**) for the liquidation of inventory, furniture, fixtures and equipment located in certain of the Mastermind Entities’ store locations and authorizing and directing the Mastermind Entities

to enter into and complete the transactions contemplated by the Consulting Agreement;

- (iv) approving the sale guidelines appended to the Consulting Agreement (the “**Sale Guidelines**”);
- (v) approving a key employee retention plan (“**KERP**”) in respect of certain of Mastermind LP’s employees and consultants;
- (vi) granting a KERP charge against the property of the Mastermind Entities as security for the amounts that may become payable under the KERP;
- (vii) declaring that pursuant to section 5(5) of the *Wage Earner Protection Program Act*, the Mastermind Entities meet the criteria established by the *Wage Earner Protection Program Regulations*, SOR/2008-222;
- (viii) increasing the amount of the Administration Charge and D&O Charge granted under the Initial Order; and
- (ix) granting such other relief as may be required;

3. **THE GROUNDS OF THE APPLICATION ARE:**

Overview of the Mastermind Entities and their Financial Circumstances

- (a) Mastermind LP is a limited partnership and Canada's largest specialty toy and children's book retailer operating with 66 locations across the country under the "Mastermind Toys" banner;
- (b) Mastermind LP is the operating entity and Mastermind GP is its general partner, each of which is formed under the laws of Ontario with registered head offices in Ontario;
- (c) The Mastermind Entities are currently facing financial difficulties as a result of declining sales, gross margins, increased competition, commoditization of the toy category and other macro-economic trends facing many Canadian retailers. The Mastermind Entities' financial difficulties were exacerbated by the COVID-19 pandemic, including as a result of store closures and an increase in shoppers making online purchases;
- (d) Despite implementing cost reduction and other initiatives to improve profitability, Mastermind LP's revenues and profitability have declined over the past several years;
- (e) The Mastermind Entities do not have sufficient cash flow or liquidity to continue running its business and do not have sufficient funds to pay their liabilities as they become due;

- (f) The Mastermind Entities are in default of their senior secured credit facilities CIBC and notices of default thereunder have been sent. Absent Court protections typically afforded to debtor-in-possession lenders (the terms of which are still being settled), CIBC will not continue to make the credit facilities available to the Mastermind Entities;
- (g) In the months leading up to this Application, the Mastermind Entities, with the help of Alvarez & Marsal Canada ULC and Alvarez & Marsal Securities ULC (collectively, “**A&M Corporate Finance**”), made various efforts to find a purchaser for their assets on a going concern basis through an out-of-Court sale process. However, as Mastermind LP’s financial position worsened, interested parties withdrew from the sale process citing concerns about Mastermind LP’s liquidity and working capital profile;
- (h) The Mastermind Entities and A&M Corporate Finance were able to structure a transaction arising from the sale process that would have seen Mastermind LP’s business continue as a going concern but that transaction was subject to mandatory pre-merger notification requirements under the *Competition Act* that ultimately proved too difficult to satisfy in a timely manner;
- (i) Since that time, A&M Corporate Finance has worked to find a buyer for some or all of the business and has continued to advance discussions with a potential purchaser for a going concern sale of a portion of the business to be effected through the CCAA (the “**Potential CCAA Transaction**”);

- (j) Given their liquidity position, the Mastermind Entities commenced these proceedings to obtain the flexibility and breathing space afforded by the CCAA to permit them the opportunity to explore the Potential CCAA Transaction;
- (k) The Mastermind Entities are also in the process of entering into the Consulting Agreement with Gordon Brothers Canada ULC to liquidate inventory, furniture and fixtures at certain of their underperforming stores. Although the Mastermind Entities are pursuing the Potential CCAA Transaction, the Mastermind also need to retain the flexibility to liquidate additional stores if the terms of Potential CCAA Transaction cannot be settled. Accordingly, the Mastermind Entities will seek relief in connection with the Consulting Agreement at the Comeback Hearing;
- (l) This Application is urgent given the upcoming holiday shopping period which begins on Black Friday (on or around November 24) through Boxing Day (December 26), which is when Mastermind LP typically generates over 25% of its annual sales. If the Mastermind Entities cannot take advantage of the holiday shopping period through the liquidation sale, it will materially affect the recoveries for their stakeholders;
- (m) The Mastermind Entities are insolvent with liabilities well in excess of \$5 million and unable to meet their obligations as they come due; and
- (n) Mastermind GP is a “debtor company” under the CCAA;

The Stay

- (o) The Mastermind Entities require a stay of proceedings for an initial eight days and intend to seek an extension of the Stay until January 28, 2024 at the Comeback Hearing;
- (p) The Mastermind Entities are in default of many of their ordinary course obligations;
- (q) The Stay will provide the Mastermind Entities with the breathing space to implement the liquidation sale and pursue other strategic options, including the Potential Transaction;

Appointment of the Proposed Monitor

- (r) A&M Corporate Finance, an affiliate of A&M, is familiar with the Mastermind Entities and their business, having been involved in the out of Court sale process described above;
- (s) A&M has extensive experience in complex insolvency proceedings under the CCAA, including retain insolvencies and restructurings;
- (t) A&M has agreed to act as the Court-appointed Monitor of the Mastermind Entities and is a trustee within the meaning of section 2(1) the *Bankruptcy and Insolvency Act* and is not otherwise precluded from acting as monitor under subsection 11.7(2) of the CCAA;

Cash Management System

- (u) Mastermind LP has a centralized cash management system (the “**Cash Management System**”), which collects, transfers and disburses funds generated by its store network and webstore platform;
- (v) Mastermind LP has four bank accounts that comprise the Cash Management System, each maintained with the CIBC: two deposits accounts (a Canadian and U.S. deposit account) and two disbursements accounts. The balance outstanding under the CIBC revolving credit facility is paid down on a daily basis through the sweeping of the Canadian dollar deposit account;
- (w) The Cash Management System is critical to the orderly management of the Mastermind Entities’ business affairs and continued availability of the CIBC revolving credit facility, so the Mastermind Entities are seeking to continue to operate the Cash Management System post-filing in substantially the same manner as before the commencement of these CCAA proceedings;

Administration Charge

- (x) The Mastermind Entities seek an Administration Charge for their lawyers, the Proposed Monitor, and its lawyers on present and future assets, property and undertakings of the Mastermind Entities as security for any respective fees and disbursements up to a maximum of \$750,000 as part of the Initial Order;

- (y) The Mastermind Entities require the expertise and continued participation of the beneficiaries of the Administration Charge to ensure the success of these CCAA proceedings;
- (z) The Administration Charge is proposed to have priority over all other charges;

D&O Charge

- (aa) The Mastermind Entities seek a D&O Charge on their present and future assets, property and undertakings in favour of their directors and officers in an amount not to exceed \$4,000,000 to indemnify them in respect of liabilities they may incur as directors and officers during these CCAA proceedings;
- (bb) The Mastermind Entities maintain director and officer insurance but there are restrictions and uncertainty associated with possible coverage and given the Mastermind Entities' current financial position, the directors and officers of the Mastermind LP have indicated that they will not stay in office without being offered full protection from liability;
- (cc) The D&O Charge is proposed to rank behind the Administration Charge;

Other Grounds

- (dd) The provisions of the CCAA and the inherent and equitable jurisdiction of this Court;

- (ee) Rules 1.04, 2.01, 2.03, 3.02, 14.05, 16 and 38 of the *Rules of Civil Procedure*, R.R.O 1990, Reg. 194, as amended; and
- (ff) Section 97 and 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended; and
- (gg) such further and other grounds as the lawyers may advise.

4. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:

- (a) the Affidavit of Lucio Milanovich sworn November 22, 2023 and the Exhibits referred to therein;
- (b) the Consent of A&M to Act as Monitor dated November 22, 2023;
- (c) the Pre-Filing Report of A&M, in its capacity as Proposed Monitor in these proceedings, dated November 22, 2023; and
- (d) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 22, 2023

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO#42383G)
416.863.5567

Email: nmacparland@dwpv.com

Natalie Renner (LSO#55954A)
416.367.7489

Email: nrenner@dwpv.com

Kristine Spence (LSO#66099S)

Tel: 416.367.7573

Email: kspence@dwpv.com

Fax: 416.863.0871

Lawyers for the Applicant, Mastermind
GP Inc.

IN THE MATTER IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT*
ACT, R.S.C. 1985, c.C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MASTERMIND GP INC.

Applicant

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO#42383G)
Tel: 416.863.5567
Email: nmacparland@dwpv.com

Natalie Renner (LSO#55954A)
Tel: 416.367.7489
Email: nrenner@dwpv.com

Kristine Spence (LSO#66099S)
Tel: 416.367.7573
Email: kspence@dwpv.com

Lawyers for the Applicant, Mastermind GP Inc.

**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**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
MASTERMIND GP INC.**

**AFFIDAVIT OF LUCIO MILANOVICH
SWORN NOVEMBER 22, 2023**

I, **Lucio Milanovich**, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. The Applicant is Mastermind GP Inc. ("**Mastermind GP**" or the "**Applicant**"). The sole purpose of Mastermind GP is to act as the general partner of Mastermind LP (together with Mastermind GP, the "**Mastermind Entities**"), which operates retail stores under the "Mastermind Toys" banner. I am the Interim Chief Financial Officer ("**CFO**") of Mastermind LP. I began this position in October 2022. In my capacity as CFO, I oversee the financial activities of Mastermind LP, and my responsibilities include leading the corporate accounting, financial planning and cash management of the business. Although I am CFO at Mastermind LP, I am also an employee of Birch Hill Equity Partners Management Inc. ("**BHEPMI**"), which is the majority shareholder of Mastermind LP. I do not draw a salary from Mastermind LP or Mastermind GP. By virtue of my position as CFO, I have knowledge of the matters deposed to herein. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. This Affidavit is made in support of the Application by Mastermind GP for relief under the *Companies' Creditor Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the "**CCAA**").

3. As part of its Application, the Applicant is seeking an initial order (the "**Initial Order**"), *inter alia*:

- (a) declaring that Mastermind GP is a party to which the CCAA applies and that Mastermind LP shall be bound by the Initial Order and enjoy the protections, authorizations and benefits thereof;
- (b) granting a stay of proceedings against the Mastermind Entities for a period of not more than eight (8) days, subject to further order of the Court;
- (c) appointing Alvarez & Marsal Canada Inc. ("**A&M**" or the "**Proposed Monitor**") as the Court-appointed monitor of the Applicant;
- (d) permitting the Mastermind Entities' continued use of the Cash Management System (as defined below);
- (e) granting charges against the property of the Mastermind Entities, in the following priority:
 - (i) an administration charge in the amount of \$750,000 to secure the fees and disbursements of the Proposed Monitor, counsel to the Proposed Monitor and counsel to the Mastermind Entities (the "**Administration Charge**"); and
 - (ii) an indemnity and priority charge in the amount of \$4 million to indemnify the directors and officers for any obligations and liabilities they may incur in such capacities (the "**D&O Charge**");

- (f) setting a hearing date within eight (8) days of the Initial Order, and in any event, by no later than November 30, 2023 (the “**Comeback Hearing**”) for the Mastermind Entities to return to Court to seek approval of an Amended and Restated Initial Order (the “**ARIO**”).

4. At the Comeback Hearing, and subject to change, the Mastermind Entities intend to seek an ARIO, *inter alia*:

- (a) extending the stay of proceedings against the Mastermind Entities until January 28, 2024;
- (b) approving a forbearance agreement between the Mastermind Entities and the Canadian Imperial Bank of Commerce (“**CIBC**”) and granting a lender’s charge in favour of CIBC (the “**Lender’s Charge**”);
- (c) approving the consulting agreement to be entered into by Gordon Brothers Canada ULC (the “**Agent**”) and the Mastermind Entities (the “**Consulting Agreement**”) for the liquidation of inventory, furniture, fixtures and equipment located in certain of the Mastermind Entities’ store locations and authorizing and directing the Mastermind Entities to enter into and complete the transactions contemplated by the Consulting Agreement;
- (d) approving the sale guidelines appended to the Consulting Agreement (the “**Sale Guidelines**”);
- (e) approving a key employee retention plan (“**KERP**”) in respect of certain of Mastermind LP’s employees;
- (f) granting a KERP charge against the property of the Mastermind Entities as security for the amounts that may become payable under the KERP;

- (g) granting other relief related to the *Wage Earner Protection Program Act* (“**WEPPA**”);
- (h) extending and increasing the amount of Administration Charge and D&O Charge granted under the Initial Order, to the extent necessary; and
- (i) granting such other relief as may be required.

OVERVIEW

5. Mastermind LP is a beloved Canadian retail company, operating the country’s largest, independent specialty toy and children’s book retailer with 66 locations across the country under the “Mastermind Toys” banner. Mastermind LP is the operating entity, and Mastermind GP is its general partner. The principal purpose of this CCAA proceeding is to facilitate an orderly liquidation and wind-down of the “Mastermind Toys” business and pursue the possibility of a going concern sale transaction.

6. Over the past several years, Mastermind LP has incurred substantial operating losses as a result of declining sales and gross margins, increased competition, commoditization of the toy category and other macro-economic trends generally affecting many Canadian retailers, all of which were exacerbated by the impacts resulting from the COVID-19 pandemic. Most recently, the post-pandemic retail landscape has been further impacted by deteriorating consumer sentiment as consumers face a poor economic outlook, high inflation, increased costs of borrowing and geo-political instability. Despite implementing a series of cost reduction and other initiatives to improve profitability (as described in detail below), Mastermind LP’s revenues and profitability have continued to decline, resulting in a significant liquidity and working capital shortfall in the business.

7. In March 2023, Mastermind LP retained Alvarez & Marsal Canada ULC and Alvarez & Marsal Canada Securities ULC (together, “**A&M Corporate Finance**”) to review and advise on strategic alternatives and ultimately conduct a comprehensive out-of-Court sale process. As described further below, the sale process initially resulted in interest from a number of potential going concern purchasers, which submitted non-binding letters of interest (“**LOIs**”). However, as Mastermind LP’s financial position worsened, each of these going concern bidders, with the exception of one party (the “**Strategic Bidder**”), withdrew from the sale process. Working with the Strategic Bidder, A&M Corporate Finance, Mastermind LP and BHEPMI structured a transaction that would have seen Mastermind LP’s business continue as a going concern and avoid the need to seek protection under the CCAA. Mastermind LP and the Strategic Bidder executed an equity purchase agreement on September 22, 2023 (the “**Equity Purchase Agreement**”) with certain equity holders of Mastermind LP and the shareholders of Mastermind GP (the “**Going Concern Transaction**”). The Equity Purchase Agreement specifically included a deadline of November 24, 2023, by which the Going Concern Transaction had to be consummated (the “**Outside Date**”) so that Mastermind LP would receive the capital and liquidity that it critically needed to fund its obligations through the Holiday Period (as defined below) and stave off insolvency.

8. The Going Concern Transaction was subject to mandatory pre-merger notification under the *Competition Act* because it satisfied applicable notification thresholds.¹ Given Mastermind LP’s relatively insignificant market share and the vigorous retail and

¹ I have been advised by A&M Corporate Finance on the facts deposed to in this Affidavit concerning the mandatory pre-merger notification process, including the Mastermind Entities’ interactions with the Competition Bureau, and in all cases I believe these facts to be true.

wholesale competition in the Canadian toy category, the parties were optimistic that the transaction would satisfy all *Competition Act* requirements in advance of the Outside Date. As part of its submissions that the transaction would not result in a substantial prevention or lessening of competition, Mastermind LP engaged in numerous discussions with and submitted a comprehensive set of materials to the Competition Bureau demonstrating Mastermind LP's financial position had deteriorated beyond repair and underscoring the urgency of completing the transaction by the Outside Date. Mastermind LP explained to the Competition Bureau that, absent the Going Concern Transaction, it would have no choice but to enter insolvency proceedings. This would result in the liquidation of a substantial number of stores, the loss of hundreds of jobs and hundreds of unpaid creditors such as merchants, landlords and other suppliers.

9. On November 8, 2023, the Commissioner of Competition (the "**Commissioner**") issued a number of Supplemental Information Requests ("**SIRs**") to the Mastermind Entities and the Strategic Bidder. Responses to the SIRs and compliance with the subsequent statutory waiting period would have taken several months and imposed prohibitive costs on the parties. It was also not certain that the Commissioner would grant clearance to the transaction following compliance with the SIRs. In light of the SIRs and the significant commercial risks and uncertainties they presented to the Going Concern Transaction, and with the Mastermind Entities facing increasing liquidity pressure, the parties terminated the contemplated transaction as of November 8, 2023.

10. Since November 8, 2023, A&M Corporate Finance has worked tirelessly to find a new buyer for some or all of the business, including through a CCAA proceeding, if necessary. A&M Corporate Finance continues advanced discussions with one such

potential purchaser in connection with a potential going concern transaction for a portion of the business (the “**Potential CCAA Transaction**”). The Potential CCAA Transaction would see the purchaser acquire certain assets of the Mastermind Entities, including a large number of Mastermind LP’s stores, and continue to operate the business at a reduced scale after exiting certain markets and after implementing certain restructuring initiatives in these CCAA proceedings.

11. Due to their lack of liquidity, the Mastermind Entities took the prudent step to commence these CCAA proceedings. This step will ensure that the Mastermind Entities retain flexibility to explore the Potential CCAA Transaction, while benefiting from the stay of proceedings and other relief required due to the Mastermind Entities’ inability to service their outstanding debt, address their current default under their senior secured credit facility and pay their vendors in the ordinary course of business.

12. The urgency of this Application is of particular importance given the upcoming holiday shopping season, which begins in the days leading up to Black Friday (November 24) through Boxing Day (December 26) (the “**Holiday Period**”). The volume of sales that Mastermind LP typically generates during the Holiday Period (approximately one month) accounts for over one-quarter of its annual sales. The Mastermind Entities’ ability to take advantage of these holiday sales volumes through the proposed liquidation is their only chance to maximize recovery for their creditors. Mastermind LP no longer has sufficient cash to pay its vendors and cannot continue to operate throughout the Holiday Period unless the Mastermind Entities receive relief under the CCAA.

13. The Mastermind Entities therefore seek Court-ordered protection under the CCAA to provide Mastermind LP with a stable operational environment to enable it to complete

a Court-approved liquidation led by the Agent and pursue other strategic options, including the Potential CCAA Transaction or, failing that, a potential sale of its intellectual property, leases and other assets.

14. The remainder of this Affidavit is presented in two parts, being the Mastermind Entities' financial circumstances and the relief sought, as set out below:

PART I – THE MASTERMIND ENTITIES' FINANCIAL CIRCUMSTANCES 9

A.	Corporate Structure	9
B.	The Mastermind Entities' Business	10
C.	Financial Position of the Mastermind Entities	18
D.	Indebtedness	22
	(i) Secured Obligations	22
	(ii) Defaults under the Credit Agreement	26
	(iii) Unsecured Creditors	27
	(iv) Total Indebtedness	28
E.	The Deteriorating Financial Circumstances of the Mastermind Entities ...	29
F.	Response to Financial Difficulties	32
G.	Urgency of the Application	36

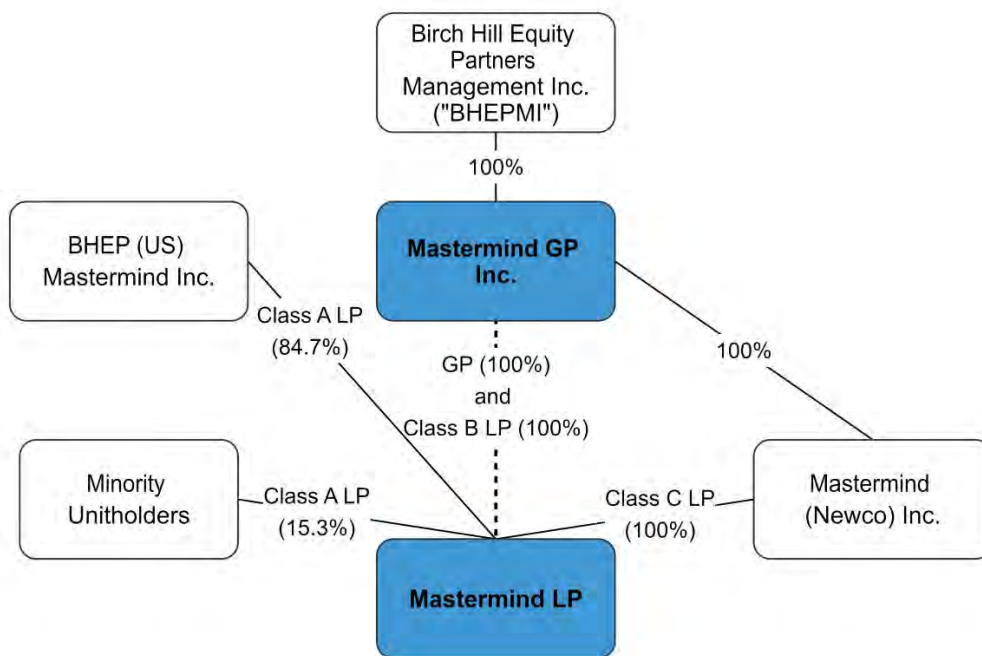
PART II – RELIEF SOUGHT 39

A.	The Initial Order	39
	(i) Stay of Proceedings	39
	(ii) The Proposed Monitor	40
	(iii) Cash Management System	41
	(iv) Consulting Agreement and Liquidation Sale .. Error! Bookmark not defined.	
	(v) The Sale Guidelines	Error! Bookmark not defined.
	(vi) Priority Charges	43
B.	Comeback Hearing	46
	(i) Forbearance Agreement and Lender's Charge	46
	(ii) Key Employee Retention Plan ("KERP")	47
	(iii) Priority Charges	48
C.	Conclusion	49

PART I – THE MASTERMIND ENTITIES’ FINANCIAL CIRCUMSTANCES

A. CORPORATE STRUCTURE

15. As noted above, the Mastermind Entities are comprised of Mastermind LP and Mastermind GP, each of which is formed under the laws of Ontario with registered head offices in Ontario.² The ultimate parent of the Mastermind Entities is BHEPMI. A simplified chart of the Mastermind Entities’ corporate structure is as follows:



Mastermind LP

16. The “Mastermind Toys” business is operated by Mastermind LP, a limited partnership formed under the laws of Ontario. The Class A limited partnership units in Mastermind LP are held by the following limited partners: (a) BHEP (US) Mastermind Inc., a holding company incorporated under the laws of Ontario; and (b) minority unitholders,

² Mastermind GP and Mastermind LP have their registered head offices at 81 Bay Street, Toronto, Ontario.

including various corporations³ owned by Mastermind LP employees (the “**EmployeeCos**”) and a former board member of Mastermind GP. In order to finance, in whole or in part, their subscription price for Class A limited partnership units in Mastermind LP, each of the EmployeeCos issued redeemable, preferred shares to Mastermind LP. A copy of the profile report for Mastermind LP is attached to this Affidavit as **Exhibit “A”**.

Mastermind GP Inc.

17. Mastermind GP is an Ontario corporation and the general partner of Mastermind LP. Mastermind GP holds the sole general partnership unit and all Class B limited partnership units of Mastermind LP. Mastermind GP does not have any operations and exists for the sole purpose of acting as general partner of Mastermind LP. Mastermind GP is a wholly-owned subsidiary of BHEPMI. A copy of the corporate profile report for Mastermind GP is attached to this Affidavit as **Exhibit “B”**.

B. THE MASTERMIND ENTITIES’ BUSINESS

18. The Canadian toy retail market is a multi-billion dollar industry, having generated sales of approximately \$2.39 billion in 2022.⁴ The Canadian toy industry is extremely competitive, not only because of speciality retailers such as Toys R Us and Indigo but also due to the increasing market penetration of multiline retailer conglomerates such as Walmart, Amazon, Costco and Canadian Tire. Mastermind LP currently holds approximately 3% of the Canadian market and is forced to compete with a large number of conglomerates who have the benefit of scale and certain omni-channel capabilities, which makes

³ The EmployeeCos are 2458684 Ontario Inc., RDJCO Inc., Myhan Inc., 1814729 Ontario Inc., 2596788 Ontario Inc. and 2596648 Ontario Inc.

⁴ Erick Bauer “[The NPD Group: Canada Toy Industry Retail Sales Continue to Grow in 2022](#)” The NPD Group (26 Jan 2023).

maintaining this market share an increasingly insurmountable challenge. Multiline retailers have a particular competitive advantage during the Holiday Period, when they offer discounts on toy products to drive traffic to stores, all while recouping revenues through sales in other categories. As a retailer focusing exclusively on the toy category, Mastermind LP cannot adopt the same strategy.

19. Mastermind LP has historically differentiated itself in the market by employing dedicated, passionate and knowledgeable staff, called “Play Experts”. These Play Experts promote the power of play to children’s development and are instrumental in upholding the brand and in engaging Mastermind LP’s loyal customer base. Mastermind LP’s culture is focused on inclusivity, social awareness and giving back to its community and employees.

20. Mastermind LP is centrally managed from Ontario, where its headquarters and distribution centre are located, along with the majority of its retail stores. Mastermind LP has always had a strong presence in Ontario. Indeed, in 2010, when BHEPMI acquired its majority interest in the business, Mastermind LP had 11 locations in the Greater Toronto Area.

21. Over the past decade, BHEPMI and other minority equity holders have invested significant capital in the business, allowing Mastermind LP to professionalize its management team and e-commerce capabilities while expanding its store footprint up to 69 locations in eight provinces at its peak. Despite these efforts, along with various cost containment initiatives, Mastermind LP has continued to incur significant losses and negative cash flow, and as a result, it is no longer a viable business in its present form.

Leases and Retail Stores

22. The Mastermind Entities do not own any real property. Mastermind LP currently operates its retail business in 66 leased stores across eight provinces, with an average store size of 5,000 square feet. The majority of Mastermind LP's stores are outside of shopping malls, with 30 stores located in power centres, 25 stores located in shopping plazas, six stand-alone stores and five stores in shopping malls. The rent for the 66 locations totals approximately \$1,250,000 per month, all of which is paid current.

23. Mastermind LP operates six stores in British Columbia, 13 stores in Alberta, three in Saskatchewan, two in Manitoba, 35 in Ontario, three in Nova Scotia, three in New Brunswick and one in Newfoundland and Labrador. A chart setting out the retail store locations and details of the Mastermind Entities' leases is set out in **Schedule "1"**.

24. Both the main headquarters and distribution centre for Mastermind LP operate out of leased premises at 415-419 Milner Avenue, Toronto ON M1B 2L1. The annual rent associated with this leased premises from August 1, 2023 to July 31, 2024 is approximately \$900,000.

25. Mastermind LP is the tenant under some of the leases, and Mastermind GP is the tenant under others. The leases vary with respect to the remaining term of the lease and any renewal rights thereunder. The landlords for each lease also vary. Some landlords are large corporate owners of power centres, shopping malls and plazas that lease multiple retail locations to the Mastermind Entities. The remainder of the retail stores are leased from smaller independent landlords. A list of the Mastermind Entities' landlords is included at **Schedule "2"**.

26. The Mastermind Entities have paid all rent due under their leases and, to my knowledge, have not defaulted under any lease. The majority of rent is paid on the first of each month.

Employees

27. Mastermind LP currently employs approximately 800 employees, consisting of 625 part-time store associates and 175 full-time employees. The employees are not unionized. Each store generally staffs a full-time store manager in addition to an average of 9 Play Experts, comprised of both part-time and full-time employees.

28. During the upcoming Holiday Period, bi-weekly payroll for store employees is expected to be approximately \$800,000. Mastermind LP provides health, dental, life insurance and vision benefits to certain of its employees, but it does not provide or administer any pension plans or RRSP. Mastermind LP's obligations to employees are current, as are employee source deductions.

29. In addition to Mastermind LP's approximately 800 employees, Mastermind LP relies on certain "staffing agencies" to provide temporary staffing at its distribution centre during the Holiday Period.

Senior Management

30. Mastermind LP has a board of directors consisting of two BHEPMI representatives.

31. Mastermind LP employs a dedicated and highly experienced management team.

In addition to my role as CFO, the leadership team consists of the following people:

- (a) Frank Zita is the President and Chief Merchant ("**President**"). Mr. Zita joined Mastermind LP in 2022 as Vice President of Merchandising and Curation, leading the merchandising and curation teams in addition to the supply

chain team. Mr. Zita was appointed President in May 2023. Prior to his time at Mastermind LP, Mr. Zita held executive roles at a large grocery company.

- (b) Paula Stephens is the Head of Merchandising Strategy & Planning. In this role, she oversees Mastermind LP's go-to market strategy and store allocations. Ms. Stephens began working at Mastermind LP in June 2022.
- (c) Michael Vlasov is the Head of Logistics. Mr. Vlasov joined Mastermind LP in April 2023, and is responsible for all logistical functions, including inbound, warehouse management, web fulfillment and outbound freight.
- (d) Raquel Demakos is the Head of Human Resources. She manages the human resources department, including recruitment, payroll and employee relations. She has been working at Mastermind LP since November 2022.
- (e) Manzar Syed is the IT Infrastructure Manager and oversees all IT services at Mastermind LP. He joined Mastermind LP in April 2021.
- (f) Joanne Tobin is the IT Support Services, Manager. She manages the daily operations of the IT support team and is primarily focused on in store point-of-sale support. She joined Mastermind LP in July 1999.

32. Historically, Mastermind LP paid regular management fees to BHEPMI in exchange for advisory and consulting services, business development functions and other corporate support. In 2020, the annual management fee of approximately \$280,000 (inclusive of HST) was not billed to Mastermind LP given the impact of the COVID-19 pandemic on Mastermind LP's financial performance. BHEPMI subsequently resumed its regular practice by billing management fees in 2021 and 2022, which have been paid.

BHEPMI has not billed any management fees for 2023 due to the financial difficulties facing Mastermind LP.

Merchandising and Supply

33. Mastermind LP focuses on science, technology, robotics, education, arts and math-based toys, games and books. To that end, Mastermind LP sells both branded and private label products. Some of the branded merchandise that Mastermind LP sells includes Hape, Play-Doh, Paw Patrol, Magna-Tiles, Farber-Castell, Snap Circuits and Original Squishmallows. In addition, Mastermind LP has longstanding relationships with several key trade partners, including Lego, Hasbro, Mattel, Spin Master, and Ravensburger. Mastermind LP has focused on negotiating exclusive relationships with manufacturers and distributors and “first-to-market launches” in respect of several branded products, which has helped Mastermind LP develop a niche in the Canadian toy retail market.

34. Mastermind LP sources the majority of its inventory from Canadian, American and international suppliers on a purchase order basis. Approximately 30% of Mastermind LP’s merchandise purchases are procured from overseas vendors. Historically, Mastermind LP has received 30- to 60-day payment terms and, with particular higher volume vendors, participates in certain rebate and marketing spend programs.

35. In addition, and as set out above, Mastermind LP also sells private label products. One of Mastermind LP’s material vendors sources white-label products from various manufacturers in Asia to be branded “Mastermind Toys” and coordinates the delivery of such goods to Mastermind LP.

Distribution

36. On an annual basis, Mastermind LP creates a merchandising plan, including a schedule for purchasing products from various vendors. Specific seasonal strategies are employed, including specialized summer programs, holiday seasons, back-to-school programs and brand promotional opportunities.

37. The vast majority of products are received at Mastermind LP's distribution centre, at which time they are picked, packed and allocated across the store network. Mastermind LP uses third party logistic operators ("**3PLs**") to receive and ship inventory to stores. Mastermind LP has continued to pay its key 3PLs in the ordinary course. On occasion, Mastermind LP uses a 3PL for short-term storage of off-season overstock. During the Holiday Period, Mastermind LP uses a 3PL to receive and process inventory, which is then picked and packed out of the distribution centre. Certain 3PLs are also used for warehousing to address the inventory overflow, and Mastermind LP's primary 3PL, ASL Distribution Services Ltd., will be doing so for 2023.

38. Online orders are either shipped from Mastermind LP's distribution centre or can be picked up in store by customers. The Mastermind Entities are current with key 3PLs and intend to pay all critical 3PLs throughout the course of the proceedings.

E-Commerce

39. Mastermind LP's online platform is accessible at: www.mastermindtoys.com. In 2023 to date, approximately 10% of total sales have been generated online. Mastermind LP estimates that it has approximately 2% of the online toy market share.

Loyalty Programs

40. Mastermind LP launched its “Perks” loyalty program in 2018 to leverage and reward Mastermind LP’s loyal customer base. The program quickly gained a devoted following and, as of today, has over 1.2 million members.

41. Member benefits include early access to sales and “Perk Days”, where discounts or other promotions are offered exclusively to members, such as free shipping days, surprise birthday gifts for kids, special in-store events and free loot-bag assembly.

42. The Perks loyalty program has been successful. Perks members open Mastermind LP email distributions 18-24% of the time that email promotions are sent to members. In addition, Perks members spend more per in-store transaction than regular customers.

Gift Cards

43. Mastermind LP customers can purchase gift cards (“**Gift Cards**”) in-store, online or through other retail outlets, to be redeemed for merchandise either in Mastermind LP’s brick-and-mortar stores or through its website. The Gift Cards are managed by a third party pursuant to various agreements with Blackhawk Network (Canada) Ltd., attached to this Affidavit as **Exhibit “C”**.

44. Mastermind LP receives payment as soon as a Gift Card is purchased. On October 31, 2023, Mastermind LP had a net liability for outstanding Gift Cards of approximately \$5.6 million, net of breakage, or net of any revenues retained by Mastermind LP due to unredeemed Gift Cards.

45. The Gift Card program is designed to increase sales. Consequently, the Mastermind Entities are seeking an Initial Order authorizing Mastermind LP to continue

to honour outstanding Gift Cards at its retail locations until December 24, 2023, but further Gift Cards will not be sold or activated.

Return Policies

46. Prior to the commencement of these CCAA proceedings, Mastermind LP offered full refunds on as-new returns accompanied by the original receipt, consistent with the market practice that retail consumers have come to expect. While Mastermind LP's existing return policies were designed to improve the customer experience, given the proposed liquidation of the business, Mastermind LP will not allow returns after the Initial Order is granted.

Merchant Fees

47. Mastermind LP pays merchant fees to various merchants when its customers use credit cards to pay for products in store or online. These merchant fees apply to all credit card purchases and amount to an average of 1.5 to 2.0% of Mastermind LP's sales. Such fees are paid in the ordinary course and are current as of the date of this Affidavit.

Cost-curtailment

48. Through the liquidation and wind-down process, Mastermind LP will seek to minimize its operating expenses to maximize recovery for its creditors. To that end, I expect that there will be employee terminations in the interim period before the Comeback Hearing.

C. FINANCIAL POSITION OF THE MASTERMIND ENTITIES

49. Mastermind LP's most recent financial statements were prepared as of December 31, 2022, copies of which are attached to this Affidavit as **Exhibit "D"**. While Mastermind

LP historically obtained audited financial statements, the December 31, 2022 audit was not finalized.

50. Since December 31, 2022, Mastermind LP has prepared unaudited financial statements on a monthly basis for the 2023 fiscal year to date, up to October 31, 2023. The most recent figures set out in these documents are summarized below.

Unaudited Income Statement		<i>\$CAD (000s)</i>
Revenue		65,478
Cost of Sales		37,504
Gross Profit		27,974
Wages		14,662
Benefits		2,677
Temporary Wages		746
Rent		12,006
Utilities		1,322
Customer Delivery		640
Gift Bags & Wrapping		132
Merchant Fees		1,141
Marketing		677
Professional Fees		366
Supplies		531
Travel & Entertainment		182
Repairs & Maintenance		383
IT Support		1,244
Security		121
Freight Costs		2,166
Third Party Logistics		366
Insurance		253
Service Charges		201
General & Administrative Expenses		566
Operating Expenses		40,381
EBITDA		(12,407)
Bonuses		(0)
Separation Costs		(132)
Reported EBITDA		(12,275)
Amortization		2,715
BHEPMI Cost Reimbursements		967
Interest		1,201

Other Expenses	1,000
Income from Investments	(23)
Non-Operating Expenses	5,861
Net Comprehensive Income (Loss)	(18,135)

Unaudited Balance Sheet	\$CAD (000s)
Cash	2,023
Accounts Receivable	860
Prepaid Expenses	1,476
Prepaid Inventory	1,303
Inventory	35,727
Inventory Provision	(758)
Current Assets	40,631
Due From Related Parties	238
Fixed Assets, net	6,754
Goodwill	11,664
Intangible Assets	6,000
Non-Current Assets	24,656
Total Assets	65,287
A/P - Trade	22,146
A/P - Government	48
Accrued Liabilities	3,289
Gift Cards Outstanding	5,639
Deferred Revenue	116
CIBC Revolver	19,460
BCAP Term Loan	6,250
BHEP GRID Note	1,555
Accrued BHEP Interest	104
Deferred Lease Obligations	3,516
Total Liabilities	62,124
Partners' Capital Contribution	44,753
Partners' Income	(21,836)
Partners' Distribution	(1,169)
Investment in Preferred Shares	(450)
Net Income	(18,135)
Partners' Equity	3,162
Total Liabilities + Partners' Equity	65,287

Assets

51. As of October 31, 2023, the assets of Mastermind LP have a book value of approximately \$65.3 million and consist of the following:

	<i>\$CAD (000s)</i>
Cash	2,023
Accounts Receivable	860
Prepaid Expenses	1,476
Prepaid Inventory	1,303
Inventory	35,727
Inventory Provision	(758)
Current Assets	40,631
Due From Related Parties	238
Fixed Assets, net	6,754
Goodwill	11,664
Intangible Assets	6,000
Non-Current Assets	24,656
Total Assets	65,287

Liabilities

52. As of October 31, 2023, the liabilities of Mastermind LP are approximately \$62.1 million and consist of the following:

	<i>\$CAD (000s)</i>
A/P - Trade	22,146
A/P - Government	48
Accrued Liabilities	3,289
Gift Cards Outstanding	5,639
Deferred Revenue	116
CIBC Revolver	19,460
BCAP Term Loan	6,250
BHEP GRID Note	1,555
Accrued BHEP Interest	104
Deferred Lease Obligations	3,516
Total Liabilities	62,124

53. As set out in the following table, Mastermind LP has been operating at a loss for several years, despite efforts to cut costs and increase revenues. Mastermind LP is in a

negative working capital position, and Mastermind LP is suffering from a liquidity crisis. It is unable to meet its obligations as they become due.

\$CAD (000s)	2018	2019	2020	2021	2022	YTD2023¹
Sales	137,795	120,819	107,721	143,443	129,592	65,478
EBITDA	5,812	520	598	6,618	(3,988)	(12,407)
Net Income (Loss)	(875)	(5,313)	(7,402)	1,272	(9,031)	(18,135)

¹Based on unaudited financial results as of October 31, 2023

D. INDEBTEDNESS

(i) Secured Obligations

The CIBC Facilities

54. CIBC is the senior secured lender to Mastermind LP under a credit agreement dated October 24, 2014 between, *inter alia*, CIBC, Mastermind LP, as borrower, and Mastermind GP, as guarantor, (as such agreement was amended from time to time⁵, the “**Credit Agreement**”), which is attached to this Affidavit as **Exhibit “E”**.

55. During 2020, as a result of the pandemic, all stores were closed at various periods of time. Sales were materially and adversely impacted and had decreased 11% compared to 2019. At the same time, the Government of Canada introduced the Business Credit Availability Program (“**BCAP**”) through the Export Development Corporation (Canada) (the “**EDC**”) to provide additional liquidity to support businesses during the pandemic. Mastermind LP applied for the BCAP to inject much needed liquidity into the business.

⁵ Pursuant to CIBC Credit Agreement dated October 24, 2014; CIBC 1st Amending Agreement dated July 29, 2015; CIBC 2nd Amending Agreement dated April 4, 2016; CIBC 3rd Amending Agreement dated September 26, 2016; CIBC 4th Amending Agreement dated April 24, 2017; CIBC 5th Amending Agreement dated July 25, 2017; CIBC 6th Amending Agreement dated January 14, 2019; CIBC 7th Amending Agreement dated January 22, 2020; CIBC 8th Amending Agreement dated June 11, 2020; CIBC 9th Amending Agreement dated May 20, 2021 and effective as of January 1, 2021; CIBC 10th Amending Agreement dated July 23, 2021; CIBC 11th Amending Agreement dated May 19, 2022.

56. On June 11, 2020, the Credit Agreement was amended pursuant to an amending agreement (the “**Amending Agreement**”) to accommodate Mastermind LP’s request for \$6.25 million under the BCAP (the “**BCAP Term Loan**”), with CIBC as lender and EDC as guarantor.⁶ A copy of the Amending Agreement is attached to this Affidavit as **Exhibit “F”**.

57. Under the Credit Agreement, as amended, CIBC has committed a total loan facility of \$36,250,000, including: (i) \$30,000,000 in the form of a revolving credit facility (the “**Revolving Loan Facility**”); and (ii) the BCAP Term Loan in the amount of \$6.25 million.

58. The Revolving Loan Facility is a borrowing base facility. Availability under the facility is based on the value of inventory in possession of Mastermind LP, inventory in transit and credit card accounts receivables, less certain deductions and reserves. Consequently, as Mastermind LP’s financial circumstances and ability to purchase inventory have deteriorated, the availability under the Revolving Loan Facility has decreased.

59. As general partner of Mastermind LP, Mastermind GP is liable for any of Mastermind LP’s defaults under the Credit Agreement. In addition, Mastermind GP is a guarantor of the obligations of Mastermind LP under the Credit Agreement on a secured basis pursuant to a guarantee dated October 24, 2014 (the “**Guarantee**”). A copy of the Guarantee is attached to this Affidavit as **Exhibit “G”**.

60. As further described below, Mastermind LP has defaulted under the Credit Agreement.

⁶ Pursuant to the Credit Agreement, EDC has guaranteed repayment of 80% of the principal amount of the BCAP Term Loan.

Grid Promissory Notes

61. On June 11, 2020, Mastermind LP issued grid promissory notes on a secured basis in favour of: (i) Birch Hill Equity Partners (Entrepreneurs) IV, LP ("**ELP**") in the amount of \$13,182; (ii) Birch Hill Equity Partners IV, LP, ("**Canadian LP**") in the amount of \$500,190; and (iii) Birch Hill Equity Partners (US) IV, LP ("**US LP**") in the amount of \$736,628. The purpose of the grid notes was to inject cash flow into the business and facilitate access to the BCAP Term Loan.

62. Each of the grid promissory notes issued to ELP, Canadian LP and US LP (collectively, the "**Birch Hill Lenders**") is interest bearing at a rate equal to 10% per annum. Interest on the grid promissory notes accrues daily and is payable in arrears on December 31. Copies of the original grid promissory notes are attached to this Affidavit as **Exhibit "H"**. At each fiscal year end on December 31, the interest outstanding on the notes is payable in kind by issuing a new promissory note in the principal amount of the unpaid interest (each, a "**PIK Note**"). Attached to this Affidavit as **Exhibit "I"** are copies of the PIK Notes and an excel spreadsheet setting forth the dates on which they were issued.

Personal Property Security

63. The obligations of Mastermind LP and Mastermind GP under the Credit Agreement and Guarantee, respectively, are secured by (a) a general security agreement between CIBC and Mastermind GP dated October 24, 2014, and (b) a general security between CIBC and Mastermind LP dated October 24, 2014 (collectively, the "**Security**"). Attached to this Affidavit at **Exhibit "J"** is a copy of the Security. Pursuant to the terms of the

Security, Mastermind LP and Mastermind GP granted CIBC a security interest in all of their present and after acquired personal property.

64. CIBC registered the Security under the personal property regimes in: Ontario, British Columbia and Alberta on October 16, 2014; Saskatchewan on March 3, 2016; Manitoba on July 24, 2015; and Nova Scotia, New Brunswick and Newfoundland and Labrador on June 3, 2020.

65. Attached to this Affidavit as **Exhibit “K”** is a copy of *Personal Property Security Act* searches with a file currency of November 12, 2023 against both Mastermind LP and Mastermind GP in the personal property registers in each of the Provinces stated above (collectively, the “**Searches**”).⁷ The Searches show no registrations against Mastermind LP or Mastermind GP other than those in favour of: (i) CIBC; and (ii) the Birch Hill Lenders.

66. On June 11, 2020, Mastermind LP and the Birch Hill Lenders entered into a subordination and postponement agreement with CIBC (the “**Subordination Agreement**”), agreeing to subordinate and postpone their subordinate indebtedness to the indefeasible repayment of in full by Mastermind LP of the obligations of Mastermind LP in favour of CIBC. A copy of the Subordination Agreement is attached to this Affidavit as **Exhibit “L”**.

Bank Act Security

67. On October 22, 2014, Mastermind LP gave CIBC security under section 427 of the *Bank Act (Canada)* to CIBC (the “**Bank Act Security**”). A copy of the documents in connection with the Bank Act Security are attached to this Affidavit as **Exhibit “M”**.

⁷ I am advised of this fact by Lisa Hughes, a law clerk at Davies Ward Phillips & Vineberg LLP, who conducted the Searches, and believe this to be true.

68. *Bank Act* searches against Mastermind LP dated November 13, 2023 in Ontario showed no registrations against Mastermind LP other than those in favour of CIBC.⁸ *Bank Act* searches against Mastermind LP and Mastermind GP in all of the Provinces⁹ where Mastermind LP has store locations showed no registrations. Attached as **Exhibit “N”** to this Affidavit is a copy of the *Bank Act* searches.

(ii) Defaults under the Credit Agreement

69. Since October 2022, Mastermind LP has been in default under the Credit Agreement for failure to maintain certain financial covenants. Specifically, Mastermind LP has been in breach of its Fixed Charge Coverage Ratio (as defined in the Credit Agreement) covenant since December 31, 2022 and has failed to maintain the minimum EBITDA covenant from April 30, 2023 onward (together, the “**Defaults**”).

70. The Credit Agreement provides that upon an “Event of Default” (as defined thereunder), CIBC can, *inter alia*, reduce or terminate its commitments, adjust any elements used in computing the borrowing base, restrict the amounts of or refuse to make available the Revolving Loan Facility or the BCAP Term Loan, or declare any and all obligations to be immediately due and payable. Moreover, the Credit Agreement and the Guarantee both provide that upon an “Event of Default” (as defined in the Credit Agreement), the obligations of the Guarantor shall be due and owing.

71. On November 13, 2023, counsel for CIBC sent notice of the Defaults to Mastermind LP and indicated that CIBC was reserving all rights in that regard. A copy of the letter is attached to this Affidavit as **Exhibit “O”**.

⁸ I am advised of this fact by Lisa Hughes, a law clerk at Davies Ward Phillips & Vineberg LLP, who conducted the *Bank Act* searches, and believe this to be true.

⁹ British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia, New Brunswick, Newfoundland and Labrador.

72. As of October 31, 2023, Mastermind LP and Mastermind GP were indebted to CIBC under the Credit Agreement in the following principal amounts:

(a) Revolving Loan Facility: \$19,460,000

(b) BCAP Term Loan: \$6,250,000

(iii) **Unsecured Creditors**

Trade Creditors

73. As of October 31, 2023, Mastermind LP owes approximately \$22,146,000 in accounts payable to trade creditors. These amounts are unsecured. The majority of this balance relates to merchandise vendors, as well as shipping and logistics providers.

Employee Liabilities

74. As of November 16, 2023, there is approximately \$120,000 outstanding in accrued vacation pay, a relatively modest obligation as the majority of Mastermind LP's store-level employees do not accrue vacation days but are instead paid such amounts in cash as part of the regular bi-weekly payroll. Mastermind LP also provides benefits to certain of its employees through the following benefits providers: (i) The Canada Life Assurance Company (at a cost of approximately \$53,000 per month); (ii) RBC Life Insurance Company (at a cost of approximately \$12,000 per month); and (iii) Telus Health (Canada) Ltd. (at a cost of approximately \$1,700 per quarter). Mastermind LP's payments to the foregoing benefit providers are current as of the date of this Affidavit.

75. The payroll cycle for store and non-store employees is bi-weekly, one-week in arrears. As a result, for each pay period, payroll is funded to Ceridian on Thursday and remitted to employees on Friday in respect of the employee's pay for the prior week.

Employee payroll is expected to amount to approximately \$1 million bi-weekly during the Holiday Period.

Litigation/Contingent Liabilities

76. As of November 13, 2023, neither Mastermind LP nor Mastermind GP are party to any litigation that materially impacts the business or the planned liquidation.

(iv) Total Indebtedness

77. The total of Mastermind LP's obligations as of October 31, 2023 is as follows:

	\$CAD (000s)
A/P - Trade	22,146
A/P - Government	48
Accrued Liabilities	3,289
Gift Cards Outstanding	5,639
Deferred Revenue	116
CIBC Revolver	19,460
BCAP Term Loan	6,250
BHEP GRID Note	1,555
Accrued BHEP Interest	104
Deferred Lease Obligations	3,516
Total Liabilities	62,124

Charity Collections

78. In the ordinary course, Mastermind LP collects money for various charities as part of its "Play to Give" program. As of October 31, 2023, Mastermind LP holds approximately \$40,000 that it collected for such charities, which include Right to Play, Canada's Children's Hospital Foundations, Kids Help Phone and Books that Give Back Canada. Mastermind LP plans to remit any money collected for the purpose of a specific charity to that charity and will stop collecting on behalf of those charities once the Initial Order is granted

E. THE MASTERMIND ENTITIES' DETERIORATING FINANCIAL CIRCUMSTANCES

79. In recent years, the toy industry experienced a significant shift as buyers began making online purchases with greater frequency, and, in particular, as Amazon gained significant market share at the expense of independent retailers.

80. Mastermind LP's profitability increased until it peaked in 2017. Thereafter, profitability began to decline as input costs continued to rise and revenue stagnated. As the toy industry has become increasingly commoditized and competitive, Mastermind LP's margins have continued to diminish.

81. In response to these troublesome market trends, Mastermind LP launched a number of initiatives to restore market share, revenues and profitability. In 2018, Mastermind LP launched its Perks loyalty program. In 2019, four new stores opened in Ontario and British Columbia as part of an overall expansion effort. However, Mastermind LP's market share continued to decline. In 2019, revenue declined over 12% from \$138 million in 2018 to \$121 million in 2019.

82. Following two poorly performing financial years, in early 2020 Mastermind LP transitioned its senior leadership team with a focus on being digitally competitive and introducing a private label product line to increase customer loyalty. Unfortunately, when the COVID-19 pandemic arose shortly thereafter, sales decreased significantly due to government-mandated store closure orders.

83. The pandemic resulted in all Mastermind LP brick-and-mortar locations being closed at different periods of time throughout 2020 and 2021. Mandated closures and capacity restrictions limited sales. As a result, Mastermind LP launched "buy online pick-up in-store" ("**BOPIS**") to ameliorate lower sales. Although Mastermind LP received industry awards

in 2020 for these efforts, including “Most Innovative Retailer of the Year” at the Tagie Awards and the Game International Excellence Award, sales and profitability continued to decline.

84. The shift to online shopping has been a perpetual obstacle. Online platforms require significant upfront and ongoing IT investments to remain competitive, and the cost of delivery is also significant. The impact of these two factors materially reduces profit margins, making the e-commerce business less profitable than the brick-and-mortar channel. E-commerce businesses require significant scale to be profitable, which Mastermind LP has not yet achieved, making it difficult to compete against online behemoths such as Amazon and Walmart. As of the end of the 2020 financial year, total revenues were down by approximately 11% to \$107.7 million when compared to 2019.

85. The long-term inflationary impacts of the pandemic have severely impacted Mastermind LP and other Canadian retailers. Since the COVID-19 pandemic, the cost of raw inputs to build toys, including plastic resin, and freight costs have increased. As a result, vendors are increasing costs, which are passed onto consumers who are increasingly cost sensitive.¹⁰

86. Despite these challenges, Mastermind LP continued to make every effort to win back market share and increase revenues and profitability. In 2021, Mastermind LP launched “Mastermind Toys Baby”, a private-label for baby toys. Mastermind Toys Baby targets new parents by offering a curated selection of toys, books and baby products

¹⁰ Brett Bundale “[Consumers opting for cheaper toys as inflation soars, toymaker Spin Master says](#)” The Canadian Press (5 May 2022).

suitable for infants under 24 months old. By 2022, Mastermind Toys Baby achieved a 5.5% share of the Canadian baby toy market.¹¹

87. In 2022, Mastermind LP's private brand was launched, which had margins of approximately 57%. In comparison, all other products had average margins of 44%. The private brand was launched to leverage Mastermind LP's loyal customer base. The ideation for private brand products are curated by Mastermind LP: some are developed and designed specifically for Mastermind LP, and others are generic white-label products manufactured overseas and labelled with "Mastermind Toys" branding.

88. As of June 2022, sales in the first half of the year were consistent with the first half of 2021; however, the second half of 2022 saw an approximate 20% reduction in sales compared to the same period in 2021. This was an industry wide issue that was not unique to Mastermind LP. Further impacting Mastermind LP's costs were increased freight charges of \$2 million due to supply chain issues and increased temporary labour expenses of \$200,000 due to floorplan repositioning in the warehouse. Reduced sales, gross margin pressures and material one-time costs resulted in negative EBITDA. In 2022, Mastermind LP's gross revenue was down approximately 10% from 2021, and EBITDA margin was approximately (3%) on account of costs, including back office, management, warehouse, freight and IT infrastructure costs. Profit margins also declined substantially in 2022.

¹¹ Circana (NPD) 2022 Industry Reports.

F. RESPONSE TO FINANCIAL DIFFICULTIES

Operational Changes

89. Due to Mastermind LP's ongoing financial troubles, management actioned several initiatives to improve operational efficiencies as identified above. In addition, Mastermind LP began to identify stores to be closed due to poor performance and high fixed costs. During 2023, Mastermind LP decided to close two such store locations (St. Laurent, Ontario and London South, Ontario), which had maturing leases and were underperforming. In addition, Mastermind LP undertook significant cost reductions in February 2023 in response to decreasing sales trends that emerged in 2022 and early 2023.

90. In March 2023, after margins, profits and revenues continued to trend negatively compared to prior years, Mastermind LP sought out advisors to assist in preserving liquidity and identifying strategic alternatives, including a potential going concern sale of the business, as outlined below.

Pre-filing Sale Process

91. On March 8, 2023, Mastermind LP engaged A&M Corporate Finance to advise on available strategic alternatives and to commence a robust sale process for the business (the "**Sale Process**").

92. The Sale Process was structured in two phases. The table below summarizes the key dates and milestones in relation to each phase of the Sale Process:

Sale Process	Date (2023)	Days (Cumulative)
Phase 1		
Commencement of the Sale Process	April 10	44
Phase 1 due diligence	April 10 to May 24	

Provision of Phase 1 Process Letter	May 1	
Phase 1 LOI bid date	May 24	
Analysis of LOIs and selection of Phase 2 participants	May 25 to 29	
Phase 2		
Phase 2 due diligence	Commenced May 30	75 (119)
Provision form of APA	June 16	
Withdrawal of remaining Phase 2 Participants	Mid-August	
Execution of Equity Purchase Agreement with the Strategic Buyer	September 22	

93. I am advised by A&M Corporate Finance that the timeline established for the Sale Process was similar to timelines typically undertaken within sales processes conducted for distressed entities.

Phase 1 of the Sale Process

94. The first phase (“**Phase 1**”) of the Sale Process commenced on April 10, 2023. During Phase 1, A&M Corporate Finance contacted 95 potential bidders throughout Canada, the United States, and Europe. Of these bidders, 32 executed non-disclosure agreements (“**NDAs**”) and received diligence information.

95. On May 24, 2023, four parties submitted Phase 1 non-binding LOIs. I am advised by A&M Corporate Finance that the parties who did not submit LOIs refrained from doing so for the following reasons: (i) Mastermind LP’s recent financial performance; (ii) the business’ overleveraged position, including the heavily utilized Revolving Loan Facility and the BCAP Term Loan, which would require a substantial investment to recover liquidity; and (iii) a general lack of interest in the competitive, retail toy category.

96. Of the four parties who submitted LOIs, two qualified to advance to the second phase (“**Phase 2**”) of the Sale Process because they were identified as higher value bidders and capable of closing a transaction (the “**Qualified Bidders**”).

Phase 2 of the Sale Process

97. Phase 2 commenced on May 30, 2023. During the months of June through August, each of the two Qualified Bidders conducted extensive due diligence, participated in management meetings and engaged financial and legal advisors to advance a potential transaction. Unfortunately, during this period, Mastermind LP’s business continued to underperform, with negative trends in sales and a worsening liquidity position. Indeed, Mastermind LP’s sales were trending approximately 25% below the prior year. Primarily as a result of this underperformance and Mastermind LP’s liquidity and working capital profile at that time, both of the Qualified Bidders withdrew from the Sale Process.

98. After both Qualified Bidders withdrew from the Sale Process, A&M Corporate Finance recanvassed the market for a going concern purchaser. At that time, the Strategic Bidder was the only remaining party who expressed an interest in purchasing Mastermind LP and that had the financial capability and willingness to assume all of its liabilities. The Strategic Bidder ultimately proposed the Going Concern Transaction and signed the Equity Purchase Agreement on September 22, 2023, agreeing to purchase all equity interests in Mastermind LP and Mastermind GP by the Outside Date.

99. The Going Concern Transaction was subject to mandatory pre-merger notification under the *Competition Act* because it satisfied applicable notification thresholds.¹² On

¹² As noted above, I have been advised by Davies Ward Phillips & Vineberg LLP as to the facts related to the pre-merger notification process and subsequent interactions with the Competition Bureau, and I believe these facts to be true.

September 26, 2023, the Strategic Bidder submitted a request for an advance ruling certificate, or in the alternative a “no-action letter”, in respect of the Going Concern Transaction to the Commissioner. Shortly thereafter, on October 10, 2023, the Mastermind Entities and the Strategic Bidder filed their respective pre-merger notifications, commencing a 30-day statutory waiting period.

100. Over the course of the waiting period, the parties engaged in numerous discussions with and submitted significant volumes of information to the Competition Bureau to assist in the Competition Bureau’s review of the Going Concern Transaction. Among other discussions and submissions, Mastermind LP made submissions to the Competition Bureau: (i) in support of its status as a “failing firm” within the meaning of the Competition Bureau’s Merger Enforcement Guidelines;¹³ (ii) asserting that it did not have the time or resources to comply with a SIR given its liquidity constraints; (iii) that the issuance of a SIR would likely result in the Going Concern Transaction being terminated and the Mastermind Entities being required to commence CCAA proceedings; and (iv) that if the Commissioner did not issue a SIR and allowed the 30-day statutory period to lapse, the parties could close the Going Concern Transaction, which would preserve the Mastermind LP assets as a standalone business and preserve the Commissioner’s ability to challenge the Going Concern Transaction up to one year following closing if, in theory, the Commissioner ultimately concluded that a remedy was required. It was made clear to the Competition Bureau that the Strategic Bidder was the only party willing to acquire Mastermind LP in its entirety, assuming responsibility for all employees, store leases and

¹³ See: https://ised-isde.canada.ca/site/competition-bureau-canada/en/how-we-foster-competition/education-and-outreach/publications/merger-enforcement-guidelines#s13_0.

creditors (both secured and unsecured). The Going Concern Transaction was the only potential transaction that would have preserved value for all stakeholders.

101. Despite these efforts, on November 8, 2023, the Commissioner issued SIRs, to the Mastermind Entities and the Strategic Bidder. The SIR issued to the Mastermind Entities is attached to this Affidavit as **Exhibit “P”**. Issuance of the SIRs meant that the statutory waiting period was extended such that the parties were prohibited from closing the Going Concern Transaction until 30 days after the parties had complied with the requirements of the SIRs. In light of the time-sensitive liquidity problems that Mastermind LP faced (and continues to face), compliance with the SIRs would have been unduly time consuming and burdensome. As noted above, responses to the SIRs and compliance with the subsequent statutory waiting period would have taken several months and imposed prohibitive costs on the parties. Mastermind LP would not be able to continue operating for the length of time that would be required to respond to the SIR. In addition, it was also not certain that the Commissioner would grant clearance to the transaction following compliance with the SIRs. The effect of the Bureau issuing the SIRs was to preclude closing of the Going Concern Transaction by November 24, 2023, which was the only option that could have saved the Mastermind Entities from formal insolvency proceedings and prevented many of Mastermind LP’s over 800 employees from losing their jobs as a result. The Going Concern Transaction was terminated as of November 8, 2023.

G. URGENCY OF THE APPLICATION

102. The Mastermind Entities are facing exceptional circumstances that require urgent and immediate relief.

103. Following the Sale Process and the failed Going Concern Transaction (described above), the Mastermind Entities, alongside A&M Corporate Finance, evaluated their limited remaining options and ultimately concluded that their financial position could not support furthering the Sale Process. Mastermind LP does not have sufficient free cash flow and liquidity to continue running its business in the ordinary course, and its revenues continue on a downward trajectory. With no prospect of improvement, the Mastermind Entities will run out of cash before they are able to pursue a new potential transaction, and it is unlikely that any more parties would be interested in purchasing the business outside of the context of these proceedings at this time. Indeed, given the lack of cash and downward sales trends, relief under the CCAA is the only option to provide Mastermind LP with the protections it needs to complete a liquidation of its business and the Potential CCAA Transaction or pursue other strategic options.

104. Mastermind LP has materially reduced its merchandise inventory purchases, reduced certain variable costs and has delayed a material amount of payments to merchandise suppliers. Specifically, as compared to Mastermind LP's average vendor terms of approximately 45 days, Mastermind LP has stretched its current days payable in excess of 85 days. The minimal liquidity that Mastermind LP does have is only available because it has delayed payments to suppliers, which Mastermind LP did in anticipation of closing the Going Concern Transaction and knowing that those suppliers would be paid under new ownership.

105. As at October 31, 2023, Mastermind LP is holding approximately \$35.0 million in inventory as compared to \$41.3 million at this time last year. In addition, there is approximately \$1 million of overseas product held at the border pending payment from

Mastermind LP. Typically, when Mastermind LP submits a purchase order to an international vendor, it is required to pay a deposit, with the balance payable upon receipt of the goods. As a result, Mastermind LP cannot take possession of products sourced from overseas, and they will not be released from the border, until any outstanding amounts are paid. Mastermind LP has not been able to pay its international suppliers. The reduction in inventory in Mastermind LP's possession has negatively impacted the borrowing base under the Revolving Loan Facility and by extension, reduced the availability of credit to Mastermind LP.

106. Mastermind LP is currently operating on a week-to-week basis from a cash-flow perspective. In addition, Mastermind LP is in default under the Credit Agreement and Mastermind GP does not have the ability to inject any capital into Mastermind LP.

107. As described above, the primary purpose of this CCAA proceeding is to seek this Court's approval of the Consulting Agreement to be entered into to enable the Mastermind Entities to conduct an orderly liquidation of the "Mastermind Toys" business (described and defined below as the Liquidation Sale) and to provide the Mastermind Entities the flexibility needed to pursue other strategic options. Specifically, the Mastermind Entities are seeking this Application on an urgent basis so that they can continue to pursue the Potential CCAA Transaction while preparing for the proposed liquidation as quickly as possible during the Holiday Period, such that the Mastermind Entities can take advantage of the high sales volume generated during the holiday shopping period for the benefit of their stakeholders.

PART II – RELIEF SOUGHT

A. THE INITIAL ORDER

108. As described in paragraph 3 above, the Applicant is seeking an Initial Order, among other things:

- (a) declaring that Mastermind GP is a party to which the CCAA applies and that Mastermind LP shall be bound by the Initial Order and enjoy the protections, authorizations and benefits thereof;
- (b) granting a stay of proceedings against the Mastermind Entities;
- (c) appointing the Proposed Monitor;
- (d) permitting the Mastermind Entities' continued use of the Cash Management System;
- (e) granting the Administration Charge and D&O Charge and the priorities of such charges; and
- (f) setting a hearing date for the Comeback Hearing.

(i) Stay of Proceedings

109. The Mastermind Entities, which are currently in default of many of their ordinary course obligations, require a stay of proceedings and the other protections afforded by the CCAA to provide them with the breathing room needed to implement the liquidation sale and pursue other strategic options, such as the Potential CCAA Transaction. It would be highly disruptive and potentially detrimental to such liquidation sale if rights or remedies were executed against the Mastermind Entities while the liquidation sale was underway.

110. The Mastermind Entities are requesting a short eight (8) day stay until the Comeback Hearing but anticipate requesting a further stay until January 28, 2024 at the Comeback Hearing.

111. With the assistance of the Proposed Monitor, the Mastermind Entities have conducted a cash flow analysis to determine the amount required to finance their business operations and the costs of these CCAA proceedings, assuming the Initial Order is granted, over the 10-week period from November 23, 2023 to January 28, 2024 (the “**Cash Flow Projection**”). I understand that the Cash Flow Projection will be appended to the Proposed Monitor’s pre-filing report and will demonstrate that the Mastermind Entities have sufficient cash to fund their operations and the costs of these CCAA proceedings during the requested 10-week period provided the relief contemplated under the Initial Order and the ARIO is granted. The cash flow forecast will be included in the report of the Proposed Monitor.

(ii) The Proposed Monitor

112. Pursuant to the Initial Order, the Applicant is asking this Court to appoint A&M as monitor. A&M has extensive experience in large and complex insolvency proceedings under the CCAA, including a number of recent retail insolvencies and restructurings.

113. As described herein, A&M Corporate Finance, which is affiliated with A&M, has been involved with the Mastermind Entities since early 2023 and is intimately familiar with the “Mastermind Toys” business, the financial position of the Mastermind Entities and the relief requested by the Mastermind Entities. Under each of its previous engagements, A&M Corporate Finance billed at its standard hourly rates and was not engaged on a success fee or contingency fee basis.

114. I am advised by A&M that it is a “trustee” within the meaning of subsection 2(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and that it is not otherwise precluded from acting as monitor under subsection 11.7(2) of the CCAA. A&M has consented to act as monitor in these proceedings, if appointed. A copy of A&M’s consent is attached to this Affidavit as **Exhibit “Q”**.

(iii) Cash Management System

115. In the ordinary course of business, Mastermind LP uses a centralized cash management system administered by its treasury group from its head office in Scarborough, which collects, transfers and disburses funds generated by its store network and webstore platform (the “**Cash Management System**”).

116. Mastermind LP has four bank accounts, each maintained with CIBC: two deposits accounts and two disbursements accounts. In addition to these primary accounts, Mastermind LP also holds “CIBC Rapidtrans” accounts at certain store locations to collect all cash and credit card receipts. Cash receipts collected by CIBC Rapidtrans accounts are automatically moved into the main collections account on a daily basis and applied against the Revolving Loan Facility.

117. An overview of Mastermind LP’s four bank accounts is as follows:

- (a) a Canadian dollar deposit account, which receives store deposits from the CIBC Rapidtrans accounts, as well as other collections from vendors and other sources. The proceeds from the sale of inventory or other property is deposited in the Canadian dollar deposit account and automatically applied against the balance of the Revolving Loan Facility daily;
- (b) a Canadian dollar disbursement account, which is directly funded from the Revolving Loan Facility. Mastermind LP uses this account as its primary

disbursements account for all Canadian dollar merchandise and non-merchandise disbursements, and to fund payroll via Ceridian;

- (c) a U.S. dollar disbursement account, which is funded from the Revolving Loan Facility, converted into U.S. dollars by CIBC at its prevailing exchange rate. These funds are used to make U.S. dollar merchandise and non-merchandise disbursements; and
- (d) a U.S. dollar deposit account, which is maintained to collect any U.S. dollar receipts.

118. Mastermind LP's treasury department reviews and maintains the Cash Management System on a daily basis, and reviews and reconciles all cash activity on a monthly basis. Interest and bank fees are automatically applied against the Revolving Loan Facility on a monthly basis.

119. The Mastermind Entities are still settling the terms upon which CIBC will continue to make the Revolving Loan Facility available to the Mastermind Entities during the course of these CCAA proceedings. The Mastermind Entities anticipate that for the period between the date of the Initial Order and the date of the Comeback Hearing, they will continue to utilize the Revolving Loan Facility on a limited basis in accordance with its terms. Accordingly, the Mastermind Entities will continue to pay down the balance of the Revolving Loan Facility on a daily basis through the use of the Cash Management System and daily sweeping of the Canadian dollar deposit account.

120. The Cash Management System is critical to the orderly management of the Mastermind Entities' business affairs and continued availability of the Revolving Loan Facility. Accordingly, the Mastermind Entities are seeking to continue to operate the Cash

Management System post-filing in substantially the same manner as before the commencement of these CCAA proceedings.

(iv) Priority Charges

121. In order to ensure the continued operation of the Mastermind Entities during the CCAA proceedings, the Mastermind Entities are seeking certain charges over the assets of the Mastermind Entities in the following priority: (a) the Administration Charge; and (b) the D&O Charge.

(a) Administration Charge

122. As the Mastermind Entities navigate these CCAA proceedings and implement a liquidation of Mastermind LP, they will need to rely on their counsel, the Proposed Monitor and the Proposed Monitor's counsel. Accordingly, the Mastermind Entities are seeking that the Proposed Monitor (and its lawyers) and their lawyers be granted a court-ordered charge on present and future assets, property and undertakings of the Mastermind Entities as security for any respective fees and disbursements up to a maximum of \$750,000 for the Initial Order. The Administration Charge is proposed to rank ahead of, and have priority over, the D&O Charge. None of the proposed beneficiaries of the Administration Charge currently have retainers.

123. The expertise and continued participation of the beneficiaries of the Administration Charge is essential to the success of these CCAA proceedings. The Mastermind Entities, in consultation with the Proposed Monitor, determined the quantum of the Administration Charge required until the Comeback Hearing, having regard for the professionals' accrued fees and retainers. Such quantum is commensurate with the fees and disbursements expected to be incurred by the beneficiaries of the Administration Charge

by the Comeback Hearing. The quantum of the Administration Charge is proposed to be increased at the Comeback Hearing.

(b) Directors & Officers Charge

124. The Mastermind Entities seek a D&O Charge on their assets in favour of their directors and officers in an amount not to exceed \$4,000,000 to indemnify them in respect of liabilities they may incur as directors and officers during these CCAA proceedings. The D&O Charge will rank behind the Administration Charge.

125. I am advised that the Mastermind Entities maintain director and officer insurance but the insurance may include contractual contingencies and uncertainty associated with possible coverage. Mastermind LP has a director and officer insurance policy through AIG Insurance Company of Canada (the “**AIG Policy**”). The limit of liability under the AIG Policy is \$5,000,000 per claim per policy period in the aggregate, including defence costs. The AIG Policy affords coverage to the directors and officers of Mastermind LP for any matter claimed against them by reason of their status as directors or officers except when and to the extent that Mastermind LP has indemnified any such matter. The AIG Policy excludes payment for any loss in connection with any claim that includes, among others, the refusal, failure or inability to pay wages or overtime pay, worker’s compensation, disability benefits, unemployment compensation or similar law. A copy of the AIG Policy is attached to this Affidavit as **Exhibit “R”**.

126. In addition, BHEPMI has director and officer insurance policies through Liberty Mutual Insurance Company of Canada (the “**Liberty Mutual Policy**”) and Chubb Insurance Company of Canada (the “**Chubb Policy**”). Both policies cover the directors and officers of BHEPMI’s subsidiaries, such as the Mastermind Entities, up to, respectively, \$10 million and \$5 million per claim per policy period in the aggregate,

including defence costs. In addition, both policies afford coverage to directors and officers for any matter claimed against them by reason of their status as directors and officers, except when and to the extent that the Mastermind Entities have indemnified any such matter. The Liberty Mutual Policy excludes coverage for, among other things, any loss based upon the valuation of salary, wages, commission, benefits, bonus, compensation or any other remuneration.

127. The Mastermind Entities have agreed to indemnify the directors and officers of Mastermind LP for all liabilities arising post-filing except due to their gross negligence or wilful misconduct. However, the Mastermind Entities do not have sufficient funds to satisfy those indemnities should the directors or officers of Mastermind LP be found responsible for potential liabilities. Moreover, the Mastermind Entities were unable to obtain adequate additional indemnification insurance at a reasonable cost.

128. Given the Mastermind LP's current financial position, the directors and officers of the Mastermind LP have indicated that they will not stay in office without being offered full protection from liability. As such, the Mastermind Entities request that the D&O Charge be granted pursuant to the Initial Order to protect their directors and officers against obligations and liabilities they may incur to the degree that they cannot satisfy their indemnification obligations.

129. The quantum of the D&O Charge was determined by the Mastermind Entities, in collaboration with the Proposed Monitor, and is limited to the indemnification obligations and liabilities that the Mastermind Entities' directors and officers may face during the initial eight days of these CCAA proceedings. The amount of the D&O Charge is proposed to be increased at the Comeback Hearing.

B. COMEBACK HEARING

130. If the Initial Order is granted, the Mastermind Entities are requesting a Comeback Hearing to be scheduled within eight days of the granting of the Initial Order, and, in any event, by no later than November 30, 2023. Subject to any changes that may occur between now and the date of the Comeback Hearing, at the hearing the Mastermind Entities intend to address their liquidity needs during the CCAA proceeding and their need to retain certain key employees, among other things, which are more particularly described below. The Mastermind Entities will also seek the priority of the Court-ordered charges set out below.

(i) Forbearance Agreement and Lender's Charge

131. The Mastermind Entities will seek the approval of a Forbearance Agreement with CIBC (the "**Forbearance Agreement**") at the Comeback Hearing. As described above, the Mastermind Entities anticipate that they will continue to use the Revolving Loan Facility on a limited basis until the Comeback Hearing and the approval of the Forbearance Agreement. CIBC has advised the Mastermind Entities that unless a forbearance agreement is agreed upon, it will have no choice but to enforce its rights against the Security, as indicated in the Notice of Default.

132. The parties are still diligently working to settle the terms of the Forbearance Agreement pursuant to which CIBC will continue to make the Revolving Loan Facility available to Mastermind LP during the course of these CCAA proceedings. Its key terms are expected to include the following:

- (a) a priority charge in favour of CIBC in respect of any amounts advanced to the Mastermind Entities under the Revolving Loan Facility during the course of these CCAA proceedings (such amounts being the "**DIP Loan**");

- (b) ongoing cash receipts in the ordinary course of business will be used to pay down the accrued balance under the Revolving Loan Facility; and
- (c) the proceeds of the DIP Loan will only be used to pay post-filing expenses and cannot be used to pay down pre-filing debt obligations under the Revolving Loan Facility.

133. The DIP Loan's approval at the Comeback Hearing will be urgently required for the Mastermind Entities to continue to meet their rent (due on the first day of the month) and payroll obligations (funded on the 30th of the month) while the Mastermind Entities negotiate the Potential CCAA Transaction and commence the Liquidation Sale (as defined below). The Mastermind Entities will also have significant payables to their shipping and logistics providers to ensure the delivery of inventory that was ordered prior to the CCAA filing. Payroll is funded on a bi-weekly basis and Mastermind LP has an upcoming payroll obligation of \$1,000,000 due on November 30, 2023. If the Mastermind Entities do not have continued access to the Revolving Loan Facility through the approval of the Forbearance Agreement, Mastermind LP will be unable to meet these obligations.

(ii) Consulting Agreement and Liquidation Sale

134. As soon as it was apparent that the Sale Process failed to yield a viable sale transaction for Mastermind LP or its assets, the Mastermind Entities began to focus on other alternatives to maximize value for their stakeholders. Accordingly, between November 10, 2023 and November 17, 2023, the Mastermind Entities, in consultation with A&M Corporate Finance, began soliciting bids from professional, third-party liquidators to liquidate the "Mastermind Toys" store inventory, furniture, fixtures and equipment (the "**Liquidation Sale**"). The Mastermind Entities are in the process of entering into a Consulting Agreement with Gordon Brothers Canada ULC, as Agent,

subject to this Court's approval. The Liquidation Sale will commence on November 30, 2023 and end on January 28, 2024.

135. Although the Proposed Monitor is currently engaged with a potential going concern purchaser on the Potential CCAA Transaction, the Mastermind Entities also intend to liquidate certain underperforming stores - and may have to liquidate all of their stores if the Potential CCAA Transaction is unsuccessful. Accordingly, the Mastermind Entities intend to seek approval of the Liquidation Sale at the Comeback Hearing, subject to any change between now and that time.

(iii) Key Employee Retention Plan ("KERP")

136. Subject to any changes between now and the Comeback Hearing, the Mastermind Entities also intend to seek Court-approval of a KERP that applies to those Mastermind LP employees who are crucial in facilitating the Liquidation Sale. The parties contemplated to be included in the KERP have critical industry and factual knowledge of the operations that will assist in the Liquidation Sale. In the absence of a retention plan, it is highly likely these individuals would resign and look for alternative employment, which would exacerbate the challenges of liquidation.

137. As part of the relief at the Comeback Hearing, the Mastermind Entities intend to seek this Court's permission to seal the identities and titles of the recipients of the KERP and to seek other relief under the *WEPPA*.

(iv) Priority Charges

138. At the Comeback Hearing, subject to any changes, the Mastermind Entities intend to seek approval of the following charges in priority:

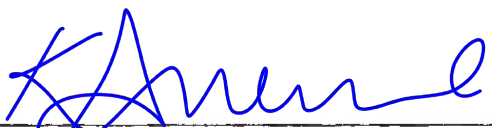
- (a) an increase in the Administration Charge granted in favour of the Proposed Monitor (and its lawyers) and the Mastermind Entities' lawyers, to a maximum of \$1,000,000;
- (b) an increase in the D&O Charge granted in favour of the Mastermind Entities' directors and officers, to a maximum amount of \$7,250,000;
- (c) the Lender's Charge in the amount of \$30,000,000; and
- (d) a KERP charge on the assets of the Mastermind Entities in the amount of \$485,250, which ranks behind the Lender's Charge, the Administration Charge and the D&O Charge.

C. CONCLUSION

139. For the reasons set out above, I believe that the relief requested on this Application is in the best interests of the Mastermind Entities and their stakeholders. Without the requested relief, including the approval of the Consulting Agreement and the Liquidation Sale, the value of the Mastermind Entities' assets are at risk of deteriorating and recoveries to their stakeholders would be reduced.

140. I swear this Affidavit in support of Mastermind GP's and Mastermind LP's Application for relief under the CCAA and for no other or improper purpose.

SWORN REMOTELY by Kristine Spence
in the City of Toronto, in the Province of
Ontario this 22nd day of November, 2023
in accordance with O. Reg. 431/20
Administering Oath or Declaration
Remotely



Commissioner for Taking Affidavits

KRISTINE SPENCE



LUCIO MILANOVICH

Mastermind Entities' leases

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
Yonge Street	3350 and 3352 Yonge Street, Toronto, ON M4N 2M6	6,470	Judell Ltd.	5	2028-01-31	1x5yr renewal available on 6 months notice based on FMV	Basic Rent: \$232,920.00 Additional Rent estimated for 2022/2023: \$17.25/sqf=\$111,607.50 Total: \$344,527.50	\$2,594,000.00
Pickering	1355 Kingston Rd, Unit 123, Pickering Town Centre, ON L1V 1B8	5,911	OPB Realty Inc.	1	2023-01-31	No further right to renew or extend	Basic Rent: \$206,885.00 Additional Rent estimated for 2008: \$24.15/sqf=\$142,750.65 Total:	\$1,704,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							\$349,635.65	
Markham	8555, 8557, and 8559 McCowan Road, Markham, Ontario L3P 1W9	5,973	Heritage Holdings Effective Nov 18, 2021 Realtrium Holdings 2 Inc.	10	2025-03-31	None stated	Basic Rent: \$137,379.00 Additional Rent estimated: not stated Total: \$137,379.00	\$1,685,000.00
Oakville	1011 Upper Middle Rd E, Oakville, ON L6H 4L3	4,306	Upper Oakville Shopping Centre Limited	5	2026-10-31	5yr renewal available on 6 month notice rent shall be agreed upon between the parties failing which shall be settled by	Basic Rent: \$124,874.00 Additional Rent estimated: not stated Total: \$124,874.00	\$2,020,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						arbitration under the provisions of the Arbitration Act of Ontario.		
Aurora	650 Wellington Street East, Aurora, Ontario L4G 0K3	6,006	15320 Bayview Holdings Limited	5	2024-10-28	1x5yr renewal available on 6 months notice based on FMV	Basic Rent: \$162,162.00 Additional Rent estimated: not stated Total: \$162,162.00	\$1,970,000.00
Etobicoke	Kingsway Mills Shopping Centre, 4242 Dundas Street West, Etobicoke, Ontario M8X 1Y6	6,152	Jeli Holdings Inc.	5	2027-06-30	No option to renew	Basic Rent: \$227,624.00 Additional Rent estimated: not stated	\$3,308,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							Total: \$227,624.00	
Beaches	2134 Queen Street East, Toronto, ON M4E 1E3	4,375	SPI Queen Holdings Inc.	2	2024-04-30	1x3yr renewal available on 12 months notice based on FMV	Basic Rent: \$153,125.00 Additional Rent estimated: not stated Total: \$153,125.00	\$2,344,000.00
Richmond Hill	9350 Yonge Street, Hillcrest Mall, Richmond Hill, ON L4C 5G2	6,130	MONTEZ HILLCREST INC. and HILLCREST HOLDINGS INC.	1	2024-01-31	No option to renew	Basic Rent: \$260,525.00 Additional Rent estimated: not stated Total:	\$2,546,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							\$260,525.00	
Mt. Pleasant	637/639 Mount Pleasant Road, Toronto, ON M4S 2M9	10,448	Fiona Strachan (Agent: Glendale Properties Inc.)	5	2027-04-30	None stated	Basic Rent: \$105,332.00 Additional Rent estimated: not stated Total: \$105,332.00	\$1,837,000.00
London North	685 Fanshawe Park Road West, London, ON N6G 5B4	9,400	Sab Realty Limited	5	2028-05-30	1x5yr renewal available on 6 months notice if a mutually acceptable Base Rent is not agreed upon, then	Basic Rent: \$188,000.00 Additional Rent estimated: not stated Total: \$188,000.00	\$2,091,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						such Base Rent shall be determined by arbitration equal to FMV		
Burlington	1035 Brant Street, Burlington, Ontario L7R 2K1	no less than 3,500 and no more than 4,039	Brant-Plains Holdings Inc.	5 years 9 days	2026-09-30	1x5yr renewal available on 6 months notice based on FMV	Basic Rent: \$128,400.00 Additional Rent estimated: not stated Total: \$128,400.00	\$1,925,000.00
Vaughan	16 Famous Ave., Unit #145, Vaughan L4L 9M3	4,881	RioTrin Properties (Vaughan 3) Inc.	10	2027-08-07	2x5yr per the terms in Schedule G Section 1 of the	Basic Rent: \$131,787.00 Additional Rent estimated: not stated	\$1,262,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						Precedent Lease	Total: \$131,787.00	
Newmarket	18267 Yonge St, East Gwillimbury , ON L9N 0A2	5,177	Fieldgate Commercial Properties Limited	5	2027-06-14	1x5yr renewal available on 6 months notice based on FMV	Basic Rent: \$155,310.00 Taxes estimated for 2012: \$10.00/sqf=\$51,770.00 Total: \$207,080.00	\$1,331,000.00
Hurontario	26-30 Eglinton Ave. W, Unit 2 Mississauga, ON L5R 3E7	5,126	30 Eglinton Avenue West Ltd. c/o Crown Property Management Inc.	1	2024-02-29	No option to renew	Basic Rent: \$215,292.00 Additional Rent estimated: not stated	\$1,299,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							Total: \$215,292.00	
Oshawa	991 Taunton Road E., Building A/B, Unit B2, Oshawa, ON L1H 7K5	5,018	SmartREIT (Oshawa North) Inc.	5	2027-09-16	1x5yr renewal available on 12 months notice based on FMV	Basic Rent: \$125,450.00 Additional Rent estimated: not stated Total: \$125,450.00	\$1,861,000.00
Barrie	488 Bayfield Street, Barrie, ON L4M 5A2	5,147	1885181 Ontario Limited	7	2025-01-31	2x5yr renewal available on 12 months notice based on FMV	Basic Rent: \$118,381.00 Additional Rent estimated: not stated Total:	\$1,197,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							\$118,381.00	
Bayview Village	Bayview Village Mall, 2901 Bayview Ave., Unit 150, North York, ON M2K 1E6	3,558	bcIMC Realty Corporation	11	2025-02-28	No option to renew	Basic Rent: \$195,690.00 Additional Rent estimated: not stated Total: \$195,690.00	\$1,942,000.00
Milton	1079 Maple Avenue, Milton, ON L9T 0A5	5,726	2241039 Ontario Inc.	5	2028-04-14	1x5yr renewal available based on FMV	Basic Rent: \$183,232.00 Additional Rent estimated: not stated Total: \$183,232.00	\$1,655,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
St. Catharines	210 Glendale Ave, St. Catharines, ON L2T 3Y6	6,500	1308645 Ontario Inc.	10	2023-05-31	2x5yr renewal available 11-15 years: \$27.00/sqf 16-20 years: \$29.00/sqf	Basic Rent: \$175,00.00 Additional Rent estimated: not stated Total: \$175,00.00	\$1,500,000.00
Kanata (Ottawa)	Kanata Ave and Earl Grey Drive, Ottawa - 1-145 Roland Michener Dr, Kanata, ON K2T 1G7	3,511	Kanata Entertainment Holdings Inc.	7 years and 6 months	2028-07-31	2x5yr renewal available on 6-16 months notice Rent to be fixed by mutual agreement	Basic Rent: \$98,308.00 Additional Rent estimated: not stated Total: \$98,308.00	\$1,316,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
Westhills, (Calgary)	Westhills Towne Center – 600A 232 Stewart Green S.W. Calgary, AB T3H 3C8	5,085	Westhills Equities Inc.	5	2028-06-30	1x5yr renewal available on 6-12 months notice Rent will be the greater of: (a) Minimum Rent payable in the last twelve (12) months or (b) the market rental rate for the Demised Premises	Basic Rent: \$198,315.00 Occupancy Costs estimated for 2013: \$12.95/sqf=\$65,850.75 Total: \$264,165.75	\$2,464,000.00
Windsor	3155 Howard Ave, Windsor, ON N8X 3Y9	5,672	Roundhouse Centre Windsor Inc.	10	2023-10-31	3x5yr renewal available on 12-18	Basic Rent: \$102,096.00	\$1,664,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						months notice based on FMV	Operating Costs and Taxes estimated for 2012: \$2.31+\$7.75/sqf=\$57,060.32 Total: \$159,156.32	
Kingston	2511 Princess Street Kingston, ON K7M 8J5	3,930	Splinter Family Trust Rentals Co.	13	2026-07-31	3x5yr renewal available on 180 days notice 1st renewal: \$15.00/sqf 2nd renewal: \$16.00/sqf	Basic Rent: \$58,950 Additional Rent from 2020 2014: \$2.08+5.41/sqf=\$29,435.70 Total: \$88,385.70	\$926,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						3rd renewal: \$15.00/sqf		
Langley	Unit 285 20085 Langley Bypass, Langley, BC V3A 8R6	5,694	RioKim Holdings (Langley Gate) Inc.	5	2026-04-30	no further extensions	Basic Rent: \$170,820.00 Additional Rent estimated: not stated Total: \$170,820.00	\$1,871,000.00
Shawnessy	Unit No. 700 600-16061 MacLeod Trail, SE Boulevard Shopping Centre, Calgary, AB T2Y 3S5	4,978	Capital City Shopping Centre Limited - c/o 20Vic Management Inc.	13	2027-03-01	2x5yr renewal available on 6-12 months notice based on FMV	Basic Rent: \$189,164.00 Additional Rent estimated: not stated Total:	\$1,723,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							\$189,164.00	
Barrhaven	Unit L5 71 Marketplace Ave. Unit# L5 Nepean, ON K2J 5G3	5500	RioTrin Properties (Barrhaven) Inc.	10	2024-08-09	2x5yr renewal available on at least 6 months notice based on FMV	Basic Rent: \$145,750.00 Operating Costs estimated for 2014: \$3.00/sqf=\$16,500.00 Total: \$162,250.00	\$1,541,000.00
Sherwood Park	Building-D, Bay 9, 222 Baseline Road, Sherwood Park, AB T8H 1S8	4943	SRF2 Baseline Road South Inc.	10	2025-01-31	2x5yr renewal available on not less than 9 months notice based on FMV	Basic Rent: \$158,176.00 Additional Rent estimated: not stated Total:	\$1,635,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							\$158,176.00	
Country Hill (AB)	450 Country Hills Blvd. NE, Units #132 & #140 Calgary, AB T3K 5K3	4,468	bcIMC Realty Corporation c/o Bentall Kennedy (Canada LP)	10 years 1 month	2025-01-31	2x5yr renewal available on 12-15 months notice based on FMV	Basic Rent: \$134,040.00 Additional Rent estimated for 2014: \$12.57/sqf=\$56,162.76 Total: 190,202.76	\$1,337,000.00
South Edmonton Common	2004 99th Street NW, Edmonton, AB (Shopping Centre) T6N 1L3	5,976	Riokim Holdings (Alberta) Inc.	10	2025-06-30	2x5yr renewal available based on FMV	Basic Rent: \$221,112.00 Additional Rent estimated for 2014: \$6.73+\$3.59/sqf=\$61,672.32	\$1,923,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							Total: \$282,784.32	
Coquitlam	3000 Lougheed Highway Coquitlam, BC V3B 1C5	4,919	Choice Properties Limited Partnership	10	2025-02-28	2x5yr renewal available on 9-12 months notice based on FMV	Basic Rent: \$132,813.00 Additional Rent in Taxes estimated for 2014: \$5.33/sqft=\$26,218.27 Total: \$159,031.27	\$1,510,000.00
Abbotsford	32470 South Fraser Way, Unit 1 Abbotsford, BC V2T 1X3	5,035	Clearbrook Town Centre Ltd.	10	2024-10-31	2x5yr renewal available based on FMV	Basic Rent: \$181,260.00 Operating Costs and Taxes estimated for 2014:	\$1,643,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							$5.51 + 5.93/\text{sqf} = \$57,600.40$ Total: \$238,860.40	
Windermere	5236 Windermere Blvd. NW, Edmonton, Alberta T6W 0L9	5,123	Windermere Commercial Lands Ltd.	10	2026-01-31	2x5yr renewal available on not less than 6 months notice based on FMV	Basic Rent: \$163,936.00 Commercial Development Common Areas Expenses and Municipal Taxes estimated for 2014: $0.32 + 4.43/\text{sqf} = \$24,334.25$ Total: \$188,270.25	\$1,253,000.00
Ancaster	Unit 8, 803-839 Golf Links Road, Unit 8,	6,167	Numount Ancaster Inc.	12	2027-04-30	2x5yr renewal available at least 9	Basic Rent: \$141,841.00	\$1,782,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
	Ancaster, ON L9K 1L5					months notice based on FMV	Operating Costs estimated for 2014: \$10.00/sqf=\$61,670.00 Total: \$203,511.00	
Red Deer	Unit #90, 5250 22nd Street, Red Deer, AB T4R 2T4	4,342	Capital City Shopping Centre Limited - c/o 20 Vic Management Inc.	10 years 6 months	2025-10-31	2x5yr renewal available based on FMV	Basic Rent: \$138,944.00 Additional Rent estimated for 2014: \$2.85+\$6.31/sqf=\$39,772.72 Total: \$178,716.72	\$1,099,000.00
Grand Prairie	111-11521 Westgate Drive, Grande Prairie,	5,340	1651051 Alberta Ltd.	10	2025-07-31	2x5yr renewal available on 9-12	Basic Rent: \$170,888.00	\$1,958,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
	Alberta T8V 3B1					months notice based on FMV	Share of Taxes estimated for 2015: \$4.70/sqf=\$25,098.00 Total: \$195,986.00	
Mckenzie Towne	87-4307 130 Avenue, SE, Calgary, AB T2Z 3V8 (South Trail Crossing)	4,586	RioCan Holdings Inc.	10	2025-06-30	2x5yr renewal available on at least 6 months notice based on FMV	Basic Rent: \$137,580 Tax and Operating Costs estimated for 2015: \$5.52+\$4.55/sqf=\$46,181.02 Total: \$137,580	\$1,506,000.00
Terra Losa	9752 170 Street,	4,481	BK Prime Alberta I LP	10 years	2026-01-31	2x5yr renewal available	Basic Rent:	\$1,251,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
	Edmonton, AB T5T 5L4			and 19 days		on 12-15 months notice 1st renewal: \$32.00/sqf 2nd renewal: based on FMV	\$129,949.00 Operating Costs and Taxes estimated for 2014: \$8.75+\$5.24/sqf=\$62,689.19 Total: \$192,638.19	
Kenaston (Winnipeg)	1655 Kenaston Blvd, Suite 200, Building E2, Winnipeg, MB R3P 2M4	3,532	Calloway REIT (Winnipeg SW) Inc.	10 years 165 days	2026-02-06	2x5yr renewal available on 12-18 months notice based on FMV	Basic Rent: \$102,428.00 Taxes and Charges estimated for 2014: \$6.70+\$2.47/sqf=\$32,388.44 Total:	\$1,644,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							\$134,816.44	
Cambridge	588-612 Hespeler Road, Cambridge ON N1R 6J8	4,523	Colonnade BridgePort ITF 1195493 Ontario Ltd.	10	2026-01-31	2x5yr renewal available on not less than 6 months notice based on FMV	Basic Rent: \$158,305.00 Taxes and Operating Costs estimated for 2014: \$5.66+\$3.88/sqf=\$43149.42 Total: \$201,454.42	\$1,171,000.00
Guelph	370 Stone West Unit 12, Guelph ON N1G 4V9	6,064	L&G Enterprises (Waterloo) Corp.	10	2025-08-31	1x5yr renewal available at least 9 months notice first year of Rent is greater of (a) 1.0175x Rent from	Basic Rent: \$181,920.00 Operating Costs and Taxes estimated for 2015: \$3.00+8.00=/sqf=\$66,704.00	\$1,357,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						the last 12 months; (b) year over year increase in CPIx Rent from the last 12 months; (c) \$33.00 spf each year thereafter rent shall increase 1.75% or the year over year percentage increase in the CPI	Total: \$248,624.00	
Peterborough	999 Landsdowne St. #5 Peterborough, ON K9J 8N2	4,715	Seabrooke Holdings Limited	10	2027-04-30	2x5yr renewal available at least 6 months notice	Basic Rent: \$128,719.50 Taxes and Operating Costs estimated for 2014:	\$1,689,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						years 11-15: \$28.66/sqf years 16-20: FMV	\$4.50+2.50/sqf=\$24,962.00 Total: \$153,681.50	
Regina East, SK	2820 Quance Street East, Regina, SK S4V 3B9	3,566	Calloway REIT (Regina E2) Inc.	10 years 90 days	2027-01-31	2x5yr renewal available on 12-18 months notice based on FMV	Basic Rent: \$117,678.00 Taxes and Charges estimated for 2014: \$6.50+\$3.65/sqf=\$36,194.90 Total: \$153,872.90	\$1,399,000.00
Place D'Orleans (Ottawa)	1315 Place d'Orleans, Orleans, ON K1C 2L9	4,634	Place D'Orleans Holdings Inc.	10	2028-01-31	2x5yr renewal available on 9-12 months notice	Basic Rent: \$120,484.00	\$1,191,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						<p>1st renewal years 1-3: \$29.00/sqf</p> <p>1st renewal years 4-5: \$30.50/sqf</p> <p>2nd renewal years 1-3: \$32.00/sqf</p> <p>2nd renewal years 4-5: \$33.00/sqf</p>	<p>Operating Costs and taxes estimated for 2017: \$2.25+\$6.00/sqf=\$38,230.50</p> <p>Total: \$158,714.50</p>	
St. Albert (Edmonton) AB	398 St-Albert Trail, Unit #110, St.	4,751	Mission Hill LP	10 years	2028-05-31	2x5yr renewal available on 12-15	<p>Basic Rent: \$137,779.00</p>	\$1,412,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
	Albert, AB T8N 5J9			10 days		months notice based on FMV	Operating Costs and Taxes estimated for 2017: \$5.65+3.64/sqf=\$44,136.79 Total: \$181,915.79	
Preston Crossing (Saskatoon) SK	120-1718 Preston Avenue North, Saskatoon, SK S7N 4Y1	3,514	Preston Crossing Properties Inc.	10	2027-01-31	2x5yr renewal available on not less than 6 months notice based on FMV	Basic Rent: \$126,504.00 Taxes and Common Area Expenses estimated for 2017: \$6.10+\$3.90/sqf=\$35,140.00 Total: \$161,644.00	\$1,544,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
Tsawwassen (Vancouver BC)	Tsawwassen Mills, 5000 Canoe Pass Way, Unit 502, Tsawwassen, BC, V4M 0B3	4,088	Central Walk Tsawwassen Mills Inc.	10	2026-10-31	None stated	Basic Rent: \$98,112.00 Operating Costs, Promotion Charge, Taxes and HVAC estimated for 2016: $\$13.45 + \$2.00 + \$12.42 + \$0.42/\text{sqf} = \$131,972.85$ Total: \$230,084.85	\$1,414,000.00
Lethbridge	1250 - 2A Avenue N., Unit 39C, Lethbridge, AB T1H 0E4 (Centre Village Mall)	4,655	Anthem Centre Village Mall Ltd.	10	2027-04-30	2x5yr renewal available on not less than 9 months notice years 11-15: \$27.00/sqf	Basic Rent: \$116,375.00 Operating Costs and Taxes estimated for 2016: $\$3.00 + \$3.61/\text{sqf} = \$30,769.55$ Total:	\$903,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						years 16-20: \$29.00/sqf	\$147,144.55	
Rosedale	1133 Yonge Street, Unit #101 Toronto, Ontario M4T 2Y7	3,414	1133 Yonge Street Property Inc. c/o Oldstonehenge Development Corp., 890 Yonge Street, Suite 602 Toronto Ontario M4W3P4	10	2028-01-31	2 renewals available on not less than 9 months notice 1st renewal years 11-13: \$60.00/sqf years 14-15: \$62.00/sqf 2nd renewal: based on FMV	Basic Rent: \$221,032.00 Operating Costs estimated for 2017: \$6.50/sqf=\$22,191.00 Total: \$243,223.00	\$1,367,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
Kildonan (WIN)	1561 Regent Avenue West, Winnipeg, Manitoba R2C 3B4	4,325	Kildonan Place Ltd.	10	2027-08-31	<p>2x5yr renewal available on 12-18 months notice</p> <p>1st renewal years 1-3: \$31.00/sqf</p> <p>1st renewal years 4-5: \$32.50/sqf</p> <p>2nd renewal years 1-3: \$34.00/sqf</p>	<p>Basic Rent:</p> <p>\$121,100.00</p> <p>Operating Costs and Taxes estimated for 2017:</p> <p>\$2.24+8.46/sqf=\$46,277.50</p> <p>Total:</p> <p>\$167,377.50</p>	\$1,150,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						2nd renewal years 4-5: \$35.00/sqf		
Dartmouth (NS)	29 Countryview Drive Dartmouth, NS B3B 0G4	4,503	Dartmouth Crossing Limited	10	2028-01-31	2x5yr renewal available on not less than 12 months notice based on FMV	Basic Rent: \$130,587.00 Operating Costs, refuse removal, water and Taxes estimated for 2016: \$4.00 +\$0.83+\$0.22 +\$7.98/sqf=\$58,674.09 Total: \$189,261.09	\$1,239,000.00
Moncton (NB)	84 Wyse St, Moncton, New Brunswick E1G 0Z5	4,501	Mapleton Holdings Inc.	10 years 3 months 24 days	2028-01-31	2x5yr renewal available on not less than 9 months notice	Basic Rent: \$112,500.00	\$1,234,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						1st renewal: \$23.00/sqf 2nd renewal: \$25.00/sqf	Additional Rent estimated for 2016: \$8.40/sqf=\$37,808.40 Total: \$150,308.40	
Saint John (NB)	70 Consumers Drive, #6 Saint John, New Brunswick E2J 4Z2	4,608	Calloway REIT (Saint John) Inc.	10 years 90 days	2027-09-17	2x5yr renewal available on 12-18 months notice based on FMV	Basic Rent: \$92,160.00 Taxes and Charges estimated for 2017: \$7.70+\$2.63/sqf=\$47,600.64 Total: \$139,760.64	\$790,000.00
Fredericton (NB)	39 Trinity Ave Building E3, Unit 3.1,	4,023	Riotrin Properties	10	2028-01-31	2x5yr renewal available	Basic Rent:	\$915,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
	Fredericton, NB E3C 0B8		(Fredericton) Inc.			on at least 6 months notice based on FMV	\$110,000.00 Taxes and Operating Costs estimated for 2016: \$6.29+3.81/sqf=\$40,632.30 Total: \$150,632.30	
Medicine Hat (AB)	Strachan Corner, 1820 Strachan Road SE, Unit 102 Medicine Hat, AB T1B 4J8	4,028	Skyline Retail Real Estate Holdings Inc.	10 years and 8 days	2029-08-31	2x5yr renewal available on not less than 9 months notice based on FMV	Basic Rent: \$120,840.00 Operating Costs and Taxes estimated for 2019: \$4.00+\$4.00/sqf=\$32,224.00 Total: \$153,064.00	\$959,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
Sudbury	1332 Kingsway Blvd, Unit #103, Sudbury, Ontario P3B 0A3	4,467	Sasor Properties Limited - c/o Mallette-Goring Inc., Brokerage	10	2028-01-31	2x5yr renewal available on not less than 9 months notice based on FMV but not less than current	Basic Rent: \$115,865.00 Taxes estimated for 2017: \$7.50/sqf=\$33,502.50 Total: \$149,367.50	\$1,028,000.00
Halifax (NS)	201 Chain Lake Drive, Unit #18 Halifax, Nova Scotia B3S 1C8	3,526	Plazacorp Property Holdings Inc. & Creit Management Limited, General Partner of Creit Management L.P. authorized agent for 3088409 Nova Scotia Limited	10 years 3 months 6 days	2028-01-31	2x5yr renewal available on at least 12 months notice 1st renewal: \$24.00/sqf	Basic Rent: \$88,150.00 Operating Costs, Uncontrollable Costs and Taxes estimated for 2017: \$2.78+\$0.09+6.75/sqf=\$33,920.12 Total:	\$1,285,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						2nd renewal: \$25.00/sqf	\$122,070.12	
Langford (Victoria)	2945 Jacklin Road, Unit 190, Victoria, British Columbia V9B 5E3	5,071	bcIMC Realty Corporation	10	2027-12-31	1x5yr renewal available on 12-15 months notice based on FMV	Basic Rent: \$111,562.00 Taxes and Operating Expenses estimated for 2017: \$6.50+\$5.17/sqf=\$59,178.57 Total: \$170,740.57	\$1,802,000.00
Saskatoon South	3011 Clarence Ave S #170, Saskatoon, SK S7K 0B4	6,549	Calloway REIT (Saskatoon) Inc.	10 years 150 days	2028-06-30	2x5yr renewal available on 12-18 months notice based on FMV	Basic Rent: \$150,627.00 Taxes and Charges estimated for 2018: \$6.54+\$1.89/sqf=\$55,208.07	\$1,534,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							Total: \$205,835.07	
Hamilton East	2180 Rymal Rd E, Unit F7, Hamilton, ON L0R 1P0	5,005	RioCan Holdings (Hamilton) Inc.	10	2028-05-11	2x5yr renewal available on at least 6 months notice based on FMV	Basic Rent: \$100,100.00 Taxes, Operating Costs, Waste Recovery Costs estimated for 2018: \$8.10+\$3.00 +\$0.16/sqf=\$56,356.30 Total: \$156,456.30	\$1,107,000.00
Sydney	Unit A12, 20 Sydney Port Access Road, Sydney, Nova Scotia B1P 7H2	3,969	NSAHOPP Mayflower Inc. & HOOPP Realty Inc. C/o McCOR Management (East) 21 St. Clair Ave East Suite 500, Toronto,	10	2029-01-31	2x5yr renewal available on at least 6 months notice	Basic Rent: \$68,862.15 Taxes and Operating Costs estimated for 2018:	\$975,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
			Ontario M4T 1L9			1st renewal: \$19.35/sqf 2nd renewal: \$20.35/sqf	$8.25 + 2.96/\text{sqf} = \$44,492.49$ Total: \$113,354.64	
St. John's North	50 White Rose Drive, Unit B-2, St. John's, NL A1A 0H5	4,513	Aberdeen White Rose Holdings Limited	10	2029-01-31	2x5yr renewal available on at least 12 months notice based on FMV	Basic Rent: \$106,055.55 Taxes and Expenses estimated for 2018: $4.90 + 2.40/\text{sqf} = \$32,944.90$ Total: \$139,000.45	\$1,393,000.00
Prince George	River Point Landing, 3034 Recplace Drive, Unit 150, Prince	4,000	0948523 B.C. LTD.	10	2029-05-31	2x5yr renewal available	Basic Rent: \$128,000.00	\$1,134,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
	George, B.C. V2N 0G2					on 365-180 days notice based on FMV	Operating Costs estimated for 2014: \$4.00+5.50/sqf=\$38,000.00 Total: \$166,000.00	
Owen Sound	1969 16th St. East, #F3 Owen Sound, Ontario N4K 5N3	3,239	Calloway Real Estate Investment Trust Inc.	5 years 150 days	2024-03-24	1x5yr renewal available on 12-18 months notice \$22.00/sqf	Basic Rent: \$64,780.00 Taxes and Charges and Taxes estimated for 2018: \$7.00+\$2.75/sqf=\$31,580.25 Total: \$96,360.25	\$1,043,000.00
Ajax	170 Kingston Road E,	4,763	Durham Holdings Inc.	10	2029-04-22	2x5yr renewal available	Basic Rent:	\$1,152,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
	Unit A1, Ajax, ON L1Z 1E5					on at least 6 months notice based on FMV	\$138,127.00 Taxes and Operating Costs estimated for 2019: \$10.73+\$6.13/sqf=\$80,304.18 Total: \$218,431.18	
Clarkson Crossing	Unit D6, 970 Southdown Road, Mississauga, ON L5J 2Y4	3,670	RioKim Holidngs (Ontario) Inc.	10	2029-05-03	2x5yr renewal available on at least 6 months notice based on FMV	Basic Rent: \$135,790.00 Waste Recovery Costs and Taxes estimated for 2018: \$0.16+\$9.11/sqf Operating Costs estimated for 2019: \$4.63/sqf	\$1,457,000.00

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
							Subtotal: \$13.9/sqf=\$51,013.00 Total: \$186,803.00	
Kitchener	Unit 25, 500 Fairway Road South, Kitchener, ON N2C 1X3	5,171	Canuck Properties Ltd. And Fineway Properties Limited	10 years 5 months	2032-01-31	2x5yr renewal available on 9-12 months notice based on FMV	Basic Rent: \$87,907.00 Taxes and Operating Costs estimated for 2021: \$8.10+\$5.58/sqf=\$70,739.28 Total: \$158,646.28	\$1,408,000.00
Head Office	415-419 Milner Avenue, Toronto, ON M1B 2L1	95,763	The Canada Life Assurance Company	5	2026-07-31	1x5yr renewal available on 12 months notice	Basic Rent August 1, 2023 to July 31, 2024: \$905,917.98	

Location	Address	Square Footage	Landlord	Term (in years)/ Expiry Date	Lease Expiration Date	Lease Renewal Option Period/ Deadline	Annual Rent Expense	Revenue FY22
						based on FMV	Additional Rent estimated: not stated	

Mastermind Entities' landlords

1. 0948523 B.C. LTD.
2. 1133 Yonge Street Property Inc. c/o Oldstonehenge Development Corp.
3. 1308645 Ontario Inc.
4. 15320 Bayview Holdings Limited
5. 1651051 Alberta Ltd.
6. 1885181 Ontario Limited
7. 2241039 Ontario Inc.
8. 30 Eglinton Avenue West Ltd. c/o Crown Property Management Inc.
9. 3088409 Nova Scotia Limited
10. Aberdeen White Rose Holdings Limited
11. Anthem Centre Village Mall Ltd.
12. bclMC Realty Corporation
13. BK Prime Alberta I LP
14. Brant-Plains Holdings Inc.
15. Calloway Real Estate Investment Trust Inc.
16. Canuck Properties Ltd.
17. Capital City Shopping Centre Limited - c/o 20 Vic Management Inc.
18. Central Walk Tsawwassen Mills Inc.
19. Choice Properties Limited Partnership
20. Clearbrook Town Centre Ltd.
21. Colonnade BridgePort ITF 1195493 Ontario Ltd.
22. Creit Management Limited, General Partner of Creit Management L.P.
23. Dartmouth Crossing Limited
24. Durham Holdings Inc.
25. Fieldgate Commercial Properties Limited
26. Fineway Properties Limited
27. Fiona Strachan (Agent: Glendale Properties Inc.)
28. Hillcrest Holdings Inc.

29. HOOPP Realty Inc. C/o McCOR Management
30. Jeli Holdings Inc.
31. Judell Ltd.
32. Kanata Entertainment Holdings Inc.
33. Kildonan Place Ltd.
34. L&G Enterprises (Waterloo) Corp.
35. Mapleton Holdings Inc.
36. Mission Hill LP
37. Montez Hillcrest Inc.
38. NSAHOPP Mayflower Inc.
39. Numount Ancaster Inc.
40. OPB Realty Inc.
41. Place D'Orleans Holdings Inc.
42. Plazacorp Property Holdings Inc.
43. Preston Crossing Properties Inc.
44. Realtrium Holdings 2 Inc.
45. RioCan Holdings
46. RioKim Holidngs
47. RioTrin Properties
48. Roundhouse Centre Windsor Inc.
49. Sab Realty Limited
50. Sasor Properties Limited - c/o Mallette-Goring Inc., Brokerage
51. Seabrooke Holdings Limited
52. Skyline Retail Real Estate Holdings Inc.
53. SmartREIT (Oshawa North) Inc.
54. SPI Queen Holdings Inc.
55. Splinter Family Trust Rentals Co.
56. SRF2 Baseline Road South Inc.
57. Upper Oakville Shopping Centre Limited

58. Westhills Equities Inc.
59. Windermere Commercial Lands Ltd

TAB A

This is Exhibit "A" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE



Ministry of Public and
Business Service Delivery

Profile Report

MASTERMIND LP as of November 13, 2023

Act	Limited Partnerships Act
Type	Ontario Limited Partnership
Firm Name	MASTERMIND LP
Business Identification Number (BIN)	201129673
Declaration Status	Active
Declaration Date	October 25, 2010
Expiry Date	October 22, 2025
Principal Place of Business	100 Wellington Street West, 2300, Toronto, Ontario, Canada, M5K 1A1
Activity (NAICS Code)	[Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

General Partners

Number of General Partners 1

Partners

Partner 1

Name	MASTERMIND GP INC.
Ontario Corporation Number (OCN)	2261326
Entity Type	Ontario Business Corporation
Registered or Head Office Address	81 Bay Street, Suite 4510, CIBC Square, Toronto, Ontario, Canada, M5J 0E7

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Firm Name History

Name

MASTERMIND LP

Effective Date

October 25, 2010

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

Name	MASTERMIND TOYS
Business Identification Number (BIN)	201203387
Registration Date	November 15, 2010
Expiry Date	November 12, 2025
Name	MASTERMIND EDUCATIONAL
Business Identification Number (BIN)	201203338
Registration Date	November 15, 2010
Expiry Date	November 12, 2025
Name	MASTERMIND
Business Identification Number (BIN)	201203361
Registration Date	November 15, 2010
Expiry Date	November 12, 2025

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This entity does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
LPA - Declaration of Change for a Limited Partnership (Automated process - Address of Corporate Partner Amended)	November 03, 2022
LPA - Declaration of Change for a Limited Partnership (Automated process - Address of Corporate Partner Amended)	July 25, 2022
Renewal of an Ontario Limited Partnership Declaration	October 09, 2020
Renewal of an Ontario Limited Partnership Declaration	September 02, 2015
LPA - File a Declaration of an Ontario Limited Partnership	October 25, 2010

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

TAB B

This is Exhibit "B" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE



Ministry of Public and
Business Service Delivery

Profile Report

MASTERMIND GP INC. as of November 13, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	MASTERMIND GP INC.
Ontario Corporation Number (OCN)	2261326
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 25, 2010
Registered or Head Office Address	81 Bay Street, Suite 4510, CIBC Square, Toronto, Ontario, Canada, M5J 0E7

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	STEPHEN J DENT
Address for Service	81 Bay Street, Suite 4510, CIBC Square, Toronto, Ontario, Canada, M5J 0E7
Resident Canadian	Yes
Date Began	March 21, 2011

Name	ANNA WU
Address for Service	81 Bay Street, Suite 4510, CIBC Square, Toronto, Ontario, Canada, M5J 0E7
Resident Canadian	Yes
Date Began	April 30, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	STEPHEN J. DENT
Position	Chairman
Address for Service	81 Bay Street, Suite 4510, CIBC Square, Toronto, Ontario, Canada, M5J 0E7
Date Began	April 30, 2022

Name	LUCIO MILANOVICH
Position	Chief Financial Officer
Address for Service	81 Bay Street, Suite 4510, CIBC Square, Toronto, Ontario, Canada, M5J 0E7
Date Began	October 24, 2022

Name	FRANK ZITA
Position	President
Address for Service	81 Bay Street, Suite 4510, CIBC Square, Toronto, Ontario, Canada, M5J 0E7
Date Began	May 06, 2023

Name	FRANK ZITA
Position	Other (untitled)
Address for Service	81 Bay Street, Suite 4510, CIBC Square, Toronto, Ontario, Canada, M5J 0E7
Date Began	May 06, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

MASTERMIND GP INC.

Effective Date

October 25, 2010

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: TYLER NASON	June 07, 2023
CIA - Notice of Change PAF: DONNA JACOBS	May 15, 2023
CIA - Notice of Change PAF: DONNA JACOBS	May 08, 2023
CIA - Notice of Change PAF: DONNA JACOBS	January 24, 2023
CIA - Notice of Change PAF: Tyler NASON	November 03, 2022
Annual Return - 2021 PAF: Donna JACOBS	July 25, 2022
CIA - Notice of Change PAF: DONNA JACOBS - OTHER	June 18, 2020
Annual Return - 2019 PAF: PETER ZISSIS - OTHER	April 12, 2020
CIA - Notice of Change PAF: DONNA JACOBS - OTHER	February 12, 2020
Annual Return - 2018 PAF: PETER ZISSIS - OTHER	June 02, 2019
Annual Return - 2017 PAF: PETER ZISSIS - OTHER	July 01, 2018
Annual Return - 2016 PAF: PETER ZISSIS - OTHER	June 18, 2017
BCA - Articles of Amendment	June 29, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Annual Return - 2015 PAF: PETER ZISSIS - OTHER	June 05, 2016
Annual Return - 2014 PAF: PETER ZISSIS - OTHER	June 13, 2015
Annual Return - 2013 PAF: PETER ZISSIS - OTHER	June 28, 2014
CIA - Notice of Change PAF: SUSAN J DOYLE - OTHER	July 05, 2013
Annual Return - 2012 PAF: PETER ZISSIS - OTHER	June 01, 2013
Annual Return - 2011 PAF: PETER ZISSIS - OTHER	June 16, 2012
CIA - Notice of Change PAF: THERESA GREGOIRE - OTHER	June 07, 2012
CIA - Notice of Change PAF: SUSAN J DOYLE - OTHER	March 26, 2012
Annual Return - 2010 PAF: PETER ZISSIS - OTHER	July 20, 2011
CIA - Notice of Change PAF: SUE DOYLE - OTHER	July 11, 2011
CIA - Notice of Change PAF: SUSAN J DOYLE - OTHER	April 01, 2011
Other - CORRECTED ART. OF AMEND.	November 09, 2010
BCA - Articles of Amendment	November 09, 2010
BCA - Articles of Incorporation	October 25, 2010

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

TAB C(1)

This is Exhibit "C" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.

A handwritten signature in blue ink, appearing to read 'Kristine Spence', is written over a horizontal line.

Commissioner for Taking Affidavits

KRISTINE SPENCE

GIFT CARD AGREEMENT

THIS AGREEMENT is made as of the 18 day of May, 2016 (the "Effective Date"),

BETWEEN:

BLACKHAWK NETWORK (CANADA) LTD.,
a corporation incorporated under the laws of the Province of Alberta
(“Blackhawk”)

AND:

MASTERMIND LP,
a limited partnership formed under the laws of Ontario
(the “Content Provider”)

WHEREAS, Content Provider wishes to offer its Gift Cards for sale as described herein; and,

WHEREAS, Blackhawk wishes to sell Content Provider’s Gift Cards as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows intending to be legally bound:

1. Gift Card Program.

1.1 Gift Card Sale. Upon execution of this Agreement, Content Provider authorizes Blackhawk to offer, sell and distribute the Gift Cards through Approved Distribution Partners, through Approved Digital Sales Channels, and through Incentive Sales Purchasers (including Incentive Sales through Approved Digital Sales Channels) in accordance with this Agreement and subject to Exhibit C. Content Provider agrees that, sales through certain Approved Digital Sales Channels may require a separate agreement (“Agreement Acknowledgement”) (which typically covers such items as trademark usage and indemnification), and if Content Provider would like their Gift Cards sold through those certain Approved Digital Sales Channels, then Content Provider must sign such Agreement Acknowledgement.

Content Provider acknowledges that Blackhawk may terminate any Distribution Partner, Approved Digital Sales Channel or Blackhawk Incentive Purchaser at any time. If Blackhawk terminates an Approved Distribution Partner or Approved Digital Sales Channel or Blackhawk Incentive Purchaser, Blackhawk will provide timely notice to Content Provider. Blackhawk shall have the right to cease the sale of Gift Cards on a particular Approved Distribution Partner or Approved Digital Sales Channel or Blackhawk Incentive Purchaser at any time in Blackhawk’s reasonable determination.

Content Provider may revoke an Approved Distribution Partner’s or Blackhawk Incentive Purchaser’s approved status at any time. If Content Provider does so, Blackhawk will follow Content Provider’s reasonable instructions regarding Gift Card sales at the revoked Approved Distribution Partner’s Stores or Blackhawk Incentive Purchaser (as applicable) to the extent commercially practicable and so long as Blackhawk incurs no cost. Content Provider may request Blackhawk cease the sale of Gift Cards on a particular Approved Digital Sales Channel at any time, and Blackhawk will do so as soon as commercially practicable.

1.2 Gift Card Delivery, Warehousing, Display, and Activation. Unless otherwise agreed to by the Parties, Gift Card Delivery, Warehousing, Display, and Activation shall be as set forth in the Blackhawk Practices in Exhibit B.

1.3 Customer Service. Once a Gift Card is properly Activated, Content Provider shall be solely responsible for all Cardholder customer service in connection with any Gift Cards. Each Party shall provide a customer service contact for the other Party, Distribution Partner Store personnel, an Approved Digital Sales Channel, or a Blackhawk Incentive Purchaser to contact to assist in resolving customer disputes or addressing customer questions or problems relating to the Gift Cards.

1.4 Payment. Blackhawk shall remit payment to Content Provider according to the schedule and terms set forth in Exhibit A. Notwithstanding the foregoing, Content Provider agrees that if Content Provider currently provides or, at any time during the Term, will provide a third party which offers, sells or distributes Content Provider's Gift Cards via Incentive Sales ("Other Distributor") fees, commissions, revenue shares and payment terms or rights of economic value and other material terms and conditions which are more favourable to such Other Distributor than those terms provided to Blackhawk in the Agreement and hereunder ("Favoured Terms"), then Content Provider shall promptly notify Blackhawk in writing of such Favoured Terms and Blackhawk shall be immediately entitled, at its option, to incorporate into the Agreement (as amended hereunder and otherwise), the Favoured Terms effective as of the date on which Content Provider first allowed, or, if applicable, allows such Other Distributor to sell or distribute Content Provider's Gift Cards in accordance with the Favoured Terms.

1.5 Reports. Blackhawk shall provide Gift Card transactions reports to Content Provider, as specified in Exhibit A.

1.6 Technology Personnel. Each Party shall designate a person to coordinate the necessary data transmissions for which the Party is responsible hereunder and to work cooperatively with the other Party on resolving technology issues that arise in performance under this Agreement.

1.7 Exclusivity. For the Term of this Agreement, Content Provider will not directly or indirectly sell, offer for sale or distribute any Gift Card to any retailer other than through Blackhawk in accordance with the terms and conditions of this Agreement.

1.8 Acknowledgement of Blackhawk Practices. The Parties acknowledge and agree that for purposes of this Agreement, notwithstanding anything to the contrary contained in this Agreement, any adherence by Blackhawk, or any Approved Distribution Partner, Distribution Partner Store, Approved Digital Sales Channel, Blackhawk Incentive Purchaser, or any of their Affiliates, to the Delivery, Warehousing, Display, Sale and Activation procedures set forth in Blackhawk's Practices are each deemed, vis-à-vis Content Provider, to be commercially reasonable and acceptable measures for storing, distributing and selling the Gift Cards to protect against theft, loss, damage or destruction of the Gift Cards. The foregoing is not intended to insulate Blackhawk, Approved Distribution Partners, Distribution Partner Stores, Approved Digital Sales Channel, Blackhawk Incentive Purchaser, or any of their Affiliates, from or against any Claim that it has been negligent in its adherence to the Blackhawk Practices or in any other way related thereto.

2. Term and Termination.

2.1 This Agreement shall continue in effect for the Term set forth in Exhibit A, unless earlier terminated pursuant to this Agreement.

2.2 A Party may terminate this Agreement by giving to the other Party written notice of such termination upon the other Party's (a) material breach of any material term (subject to the other Party's right to cure within thirty (30) days after receipt of such notice); or (b) insolvency, or the institution of any insolvency, assignment for the benefit of creditors, bankruptcy or similar proceedings by or against the other Party. In addition, Blackhawk shall have the right to terminate this Agreement (i) upon thirty (30) days written notice to Content Provider, if Blackhawk eliminates Blackhawk's gift card program in response to a change in Applicable Law;

and (ii) upon ninety (90) days written notice to Content Provider, if Blackhawk eliminates the entire Gift Card Program.

2.3 The expiration of the Term or termination of the Agreement shall not affect Cardholder's usage of the Gift Cards. If the Content Provider terminates the Agreement before the end of the Term, Blackhawk may sell out the remaining Gift Cards in stock subject to the terms of Exhibit A.

2.4 The following provisions shall survive termination: 2.3, 3, 4, and 5, Sections IV, VIII and IX of Exhibit A, and the Terms and Conditions set forth in Exhibit C.

3. **Governing Law; Attornment; Dispute Resolution.**

3.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3.2 For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement, except for matters that can be tried only before a Federal Court in which case jurisdiction and venue shall be in Ontario. The Parties to this Agreement each hereby attorn to the jurisdiction of the courts of the Province of Ontario and of the Federal Court in accordance with the foregoing and waive any objection to venue or any claim of inconvenient forum.

3.3 In the event of a disagreement between the Parties arising out of or relating to this Agreement or the performance of their obligations hereunder, or the breach thereof, the Parties shall attempt to negotiate a mutually satisfactory resolution or settlement within fifteen (15) days of receipt of written notice of such disagreement. Should such negotiations fail, either Party may avail itself of any remedies available at law or equity. Each Party agrees that during such negotiation, it will faithfully continue performance of its obligations hereunder.

4. **Notices.** All notices hereunder shall be in writing, and shall be given personally, by certified mail, by facsimile, or by overnight courier to the address set forth below. Any Party may from time to time change its address for receiving notices or other communications by providing notice to the other in the manner provided in this Section.

<p>If to Content Provider, to:</p> <p>MasterMind LP 415 Milner Ave Toronto, Ontario M1B 2L1 Fax: 416.321.8988 Attn: Pinder Basi, EVP & CFO</p>	<p>If to Blackhawk and prior to July 1, 2016, to:</p> <p>Blackhawk Network (Canada) Ltd. 3300 Bloor Street, West Suite 2801 Toronto, Ontario M8X 2X3 Fax: 416-679-9245 Attn: Steve Dekker, Managing Director</p> <p>Effective July 1, 2016, if to Blackhawk, to:</p> <p>Blackhawk Network (Canada) Ltd. 3280 Bloor Street West Centre Tower, 8th Floor Suite #801 Toronto, Ontario M8X 2X3 Fax: 416-679-9245 Attn: Steve Dekker, Managing Director</p>
---	---

WITH A COPY TO: MASTERMIND LP 415 MILLER AVENUE TORONTO, ONTARIO FAX: 416 321 8988 ATTN: HUMPHRY KADONER, PRESIDENT	With a copy to: Blackhawk Network - Legal Department 6220 Stoneridge Mall Road Pleasanton, CA 94588 Fax: 925-226-9743 Attn: General Counsel
--	--

Any notice given by: (i) personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof; (ii) registered mail will be conclusively deemed to have been given on the third (3rd) Business Day following the deposit thereof in the mail; (iii) facsimile will be conclusively deemed to have been given on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day; and (iv) overnight courier will be conclusively deemed to have been given on the next Business Day following the deposit thereof with the courier.

5. **Entire Agreement.** The body of this Gift Card Agreement and any exhibits and attachments hereto and any written nondisclosure agreement previously executed by the Parties (collectively, this "Agreement") set forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all prior discussions, agreements and understandings of any kind, and every nature between them. This Agreement shall not be changed, modified or amended except in writing and signed by both Parties. In the event that there is a conflict or inconsistency between the terms, covenants or conditions of the body of this Gift Card Agreement and its Exhibits, the terms, covenants, and conditions of Exhibit C shall control, and then those of the body of this Gift Card Agreement, Exhibit B, Exhibit A, and Exhibit D, in such order.

6. **Headings.** The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.

7. **Choice of Language.** The Parties acknowledge that they have required that this Agreement, as well as any documents, notices and legal proceedings executed, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les Parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que tous les documents exécutés, avis donnés et procédures judiciaires intentées directement ou indirectement à la suite ou relativement à la présente convention.

8. **Counterparts.** This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. The Parties agree that signatures recorded, transmitted and received via facsimile or other electronic means shall be treated as original signatures and shall be deemed valid, binding and enforceable by and against the Parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

BLACKHAWK NETWORK (CANADA) LTD.

Per



Name: Steve Dekker

Title: Managing Director

**MASTERMIND LP, By its General Partner
MASTERMIND GP INC.**

Per 
Name: HUMPREY KADANKAR
Title: PRESIDENT


Per 
Name: PUNDARIKASI
Title: EVOP & CFO

EXHIBIT A

I. Content Provider:

Name: Anne Baston, Title: Vice President, Marketing
Address: 415 Milner Ave, Toronto, Ontario M1B 2L1
Email address: abaston@mastermindtoys.com
Fax Number: 416.321.8984

II. Gift Card

Gift Card Terms and Conditions. The terms and conditions applicable to the Gift Card are as follows:

This gift card may be used toward purchases at all Mastermind Toys store locations and online at www.mastermindtoys.com. This card has no cash value until activated. Gift cards are non-refundable and may not be redeemed for cash. Please keep your card secure. This card with any remaining value cannot be replaced if lost, stolen, or destroyed. This card is the property of Mastermind Toys and shall be returned upon request.

Content Provider shall forward the terms and conditions applicable to the Gift Card to Blackhawk's product implementation representative at least thirty (30) days prior to Blackhawk's printing or approving Gift Cards for distribution with revised terms and conditions.

III. Gift Card Delivery/Denominations.

Unless otherwise subsequently agreed between the Parties:

A. Content Provider shall make or cause to be made an initial delivery of Gift Cards consisting of 193,000 units on or before October 1, 2016.

B. In addition, Content Provider shall make additional Gift Cards available within one hundred and twenty (120) days of Blackhawk's reasonable request for same.

C. Mastermind Toys will select the appropriate denominations

Selection	Denomination		Selection	Denomination
	\$10		X	\$50
X	\$25			\$100
			X	Variable denominations (\$5 - \$500)

and other denominations as agreed to by the Parties from time to time.

D. Content Provider shall pay for Gift Card production and shipping costs for delivery of the Gift Cards to Blackhawk's Distribution Centers or to Approved Distribution Partners' distribution centers.

IV. Payment

Blackhawk will pay Content Provider ninety and three-quarters percent (90.75%) of the Consumer Purchase Price of each Activated Gift Card for which Approved Distribution Partners, Approved Digital Sales Channels, and Blackhawk Incentive Purchasers have fully paid Blackhawk less GST/HST, PST, and QST, as applicable, calculated in accordance with Part V of this Exhibit A (the "**Remittance Amount**"); and Blackhawk shall retain

nine and one-quarter percent (9.25%) of the Consumer Purchase Price of each Activated Gift Card retained by Blackhawk (the "**Retained Amount**"), plus GST/HST, PST and QST, as applicable, calculated in accordance with Part V of this Exhibit A. Of the Retained Amount, seven percent (7%) shall be allocated to Blackhawk's Distribution Commission and two and one-quarter percent (2.25%) to Blackhawk's Program Management Fee. Blackhawk shall contract with Approved Distribution Partners and Approved Digital Sales Channels such that each agrees to collect payment for Gift Cards sold, and to forward such payment on at least a weekly basis directly to Blackhawk. Blackhawk will use commercially reasonable efforts to enforce the payment obligation of Approved Distribution Partners, Approved Digital Sales Channels, and Blackhawk Incentive Purchasers connected with the Gift Cards. Blackhawk will reconcile Gift Cards Activated on a weekly basis. No later than thirty (30) days after the week in which a Gift Card is Activated, Blackhawk will remit to Content Provider the Remittance Amount (as adjusted for settlement of Content Providers' account). The Parties agree that all accounting calculations will be based on Blackhawk's then-current accounting and database system, which will be presumed to be accurate and complete (but such presumption shall be rebuttable). The Parties further agree to work together in good faith to reconcile any accounting discrepancies. If the Content Provider has not yet received payment for an un-Activated Gift Card, and has accepted the un-Activated Gift Card as payment and forwarded a copy of proof of purchase to Blackhawk's designated contact person, Blackhawk shall investigate and, where Blackhawk has received the applicable full payment, Blackhawk shall remit payment to Content Provider no later than thirty (30) days after the date on which Content Provider forwarded such proof of purchase. For purposes of this Agreement, a week will begin on a Sunday and end the following Saturday.

Content Provider is responsible for any Gift Card fees charged by its Processor. In addition, Content Provider shall pay to Blackhawk, within sixty (60) days of Blackhawk's invoice therefore, the fees set forth on Exhibit D, if any.

Blackhawk's payment to Content Provider for Gift Cards shall be via EFT to the following Content Provider account:

EFT Payments Account:

Bank Name: CIBC Main Branch Commerce Court

Institution Number (3 Digits):

Transit Number (5 Digits): 00002

Account Number: 52-86212

Account Type (Chequing/Savings):

Recipient Email Address: tstupart@mastermindtoys.com

Recipient Phone Number: 416.321.8984 x266

V. **Goods and Services Tax**

Notwithstanding anything to the contrary in this Agreement, Content Provider acknowledges and agrees that Blackhawk may withhold from amounts owing to the Content Provider hereunder an amount equal to the GST/HST, PST, and/or QST as applicable to the Retained Amount for remittance to Canada Revenue Agency in accordance with the ETA or to the Ministère du Revenu du Québec in accordance with the QSTA. Content Provider certifies that it is GST/HST and QST registered and that its registration numbers are 840225205RT001. Blackhawk certifies that it is GST/HST and QST registered and that its registration numbers are 84007 5147 RT0001 and 1213300152 TQ0001, respectively.

VI. Currency

All dollar amounts referred to in this Agreement are expressed in Canadian funds.

VII. Reports

Blackhawk will provide Content Provider, in an electronic format, daily reports containing the following details of all Gift Card transactions at Approved Distribution Partner Stores and through Approved Digital Channel Sales: the Gift Card number, the face amount of the Gift Card, the date of sale, the Distribution Partner store number, if applicable, and such other information as may be mutually agreed by the Parties.

VIII. Gift Card Transaction Data

If appropriate, Content Provider will make (or cause to be made) Gift Card transaction data to be available to Blackhawk (this data includes, but is not necessarily limited to, activation data; balance inquiries; holds and transfers; redemption information; reload data; transaction history; voids and issuance information). Content Provider authorizes Blackhawk to make such Gift Card transaction data available to the Cardholder through digital repositories accessible via electronic user interface (*e.g.*, electronic wallets) and through such other means as the Parties may agree.

IX. Gift Card Handling upon Termination or Discontinuance

Upon either expiration or termination of this Agreement, Blackhawk, Approved Distribution Partners, Approved Digital Sales Channels, and Blackhawk Incentive Purchaser's may, but shall not be obligated to, sell the Gift Cards on hand for the period of three (3) months thereafter in accordance with the terms of this Agreement. At the time of such expiration or termination, or the end of such three (3) month period or in the case of discontinued, obsolete cards, as applicable, Blackhawk shall, at Content Provider's option and sole expense, either: (i) destroy or recycle any physical non-Activated Gift Cards; or (ii) return any non- Activated physical Gift Cards to Content Provider, each without further liability or cost to Blackhawk.

X. Term

This Agreement is effective as of the Effective Date and shall remain in effect for three (3) years (the "Initial Term") unless terminated earlier in accordance with this Agreement. After the Initial Term, the term of this Agreement shall be renewed for a period of one (1) year each (each a "Renewal Term") (the Initial Term, collectively with any Renewal Terms, the "Term"), as agreed between Mastermind LP & Blackhawk, in writing, 90 days prior to the term expiring, unless either Party terminates this Agreement for any reason by providing written notice to the other Party at least ninety (90) calendar days prior to the commencement of the next Renewal Term.

XI. Additional Content Provider Duties

Content Provider shall direct its Processor, if any, to comply with the obligations of the Processor set forth herein and will authorize and instruct the Processor, if any, to cooperate with Blackhawk in connection with issuing, Activating, de-Activating, and creating reports with respect to, the Gift Cards or, if Content Provider acts as the Processor, Content Provider will so comply and cooperate. Without limitation on the foregoing, Content Provider shall ensure that the Processor, if any, provides Blackhawk with (i) communication protocols and (ii) complete and accurate information, including but not limited to unique numbers for issuance of Gift Cards, necessary for Blackhawk to fulfill its obligations under this Agreement at the same level or greater level of service as the Processor, if any, provides to Content Provider.

EXHIBIT B
BLACKHAWK PRACTICES

A. For Sales of Tangible Gift Cards Through Brick-and-Mortar Distribution Partner Stores:

1. **Planning and Timing.** Blackhawk will provide Content Provider with a timeline, with the goal of making Gift Cards available for purchase at the initial Distribution Partner Stores within approximately 120-150 days. The timeline generally addresses business requirements, Gift Card and carrier artwork and production, technology (development, acquisition, integration and testing – depending on the circumstances), and Gift Card distribution.
2. **Delivery and Warehousing.** Content Provider will deliver boxes of un-Activated Gift Cards (packaged in accordance with Blackhawk's instructions) (the "Originally Packaged Gift Cards"), as set forth in the Agreement or as otherwise agreed in writing or by email between the Parties, to the Blackhawk Distribution Centers or the Approved Distribution Partner distribution center. While the Originally Packaged Gift Cards are stored at any Blackhawk Distribution Center or Approved Distribution Partner distribution center, such Cards will remain in the unopened boxes as originally packaged by Content Provider, along with other boxes of merchandise, except as required for re-distribution or as otherwise agreed between the Parties. When Gift Cards are delivered to Distribution Partner Stores, they will similarly remain in unopened boxes until unpackaged and displayed. Such Cards will not be stored in any locked enclosure.
3. **Display.** Following receipt of the Gift Cards, at such time as agreed between Distribution Partner Stores and Blackhawk, Distribution Partner Stores will present them for sale by posting or hanging the un-Activated Gift Cards (i) on a card carrying rack in an aisle or adjacent to a check-out stand; (ii) at the end cap; (iii) on a sales counter; or (iv) adjacent to a check-out stand. Such un-Activated Gift Cards will not be displayed behind any locked or unlocked protective glass or enclosure.
4. **Sale and Activation of un-Activated Gift Cards.** At point of sale, Distribution Partner Store personnel shall scan the un-Activated Gift Card (by UPC scanner or other technology approved by Blackhawk), thereby registering the un-Activated Gift Card sale and triggering notification of the sale of such un-Activated Gift Card to the Processor or Content Provider, as applicable. Processor or Content Provider (as applicable) shall send an acknowledgement to Distribution Partner Store, signifying that such Gift Card has been (or within 24 hours will be) Activated. Thereafter, the Distribution Partner Store checker will give the purchaser the Gift Card and a "gift receipt." Any step in this Gift Card Activation process may be handled via Blackhawk or a third party, depending on the circumstances.

B. For Sales of Tangible Gift Cards through Approved Digital Sales Channels and Incentive Sales

Upon completion of sale, Blackhawk or its designee shall either (i) Activate the Gift Card while in transit to the Purchaser (which delivery address may include an address designated for an intended Gift Card recipient who is not the actual Purchaser, but who will, upon delivery of the Gift Card, become an authorized Cardholder) or (ii) deliver the Gift Cards in a non-Activated form, and provide for a process under which the Gift Card will be remotely Activated after receipt by Cardholder through an online portal, an interactive voice response (IVR) system, or any other similar Activation method.

Approved Digital Sales Channels may make shipment and order status and tracking information available through their websites (to the extent such information is available and disclosure would not violate Applicable Law).

C. For Sales of Electronic (Intangible) Gift Cards through Approved Digital Sales Channels (Including Incentive Sales Through Approved Digital Sales Channels)

Electronic Gift Cards shall be generated and Activated as follows: electronic Gift Card numbers ("Numbers") are provided by Content Provider or its Processor to Blackhawk during the Content Provider "on-boarding" process; Blackhawk maintains the Numbers in a database and, during the order fulfillment process, assigns the Numbers to the electronic Gift Cards. Once the webpage has been rendered, Blackhawk then sends the recipient of the

electronic Gift Card an email containing a URL. Upon clicking the supplied URL and the rendering of the webpage, activation is triggered by the server and the Gift Card recipient is provided a link “get code” to view the customized redemption template. A notification confirming redemption will then be sent to the gift purchaser.

Approved Digital Sales Channels may make shipment and order status and tracking information available through their websites (to the extent such information is available and disclosure would not violate Applicable Law).

EXHIBIT C

Terms and Conditions

1. **Definitions.** The following capitalized terms have the meanings set forth in this Section 1:

A. "Activate(d)" means enabled for purchases and capable of being used for purchases.

B. "Activation" means the completed process through which a Gift Card is Activated.

C. "Affiliate" has the meaning given to that term in the *Business Corporations Act* (Ontario).

D. "Applicable Law" means federal, provincial or local laws, rules, regulations, or ordinances applicable to a party, in light of that party's role with respect to Gift Cards (e.g., issuer, seller, redeemer, etc.).

E. "Approved Digital Sales Channel" means any Digital Sales Channel approved by Blackhawk and Content Provider (in writing or by email) to sell Gift Cards distributed by Blackhawk and who agrees to sell such Gift Cards. Approved Digital Sales Channels shall receive the same rights and protections as Approved Distribution Partners and Distribution Partner Stores under this Agreement.

F. "Approved Distribution Partner" means any Distribution Partner approved by Blackhawk and Content Provider (in writing or email or course of conduct) to sell Gift Cards distributed by Blackhawk and who agrees to sell such Gift Cards.

G. "Blackhawk Distribution Centers" means distribution centers designated by Blackhawk for receipt of delivery of Content Provider's Gift Cards.

H. "Blackhawk Incentive Purchaser" means any person, entity or organization that, either directly or indirectly through a third party, participates through written agreements in the sale or distribution of products distributed by Blackhawk via Incentive Sales. Blackhawk Incentive Purchasers shall receive the same rights and protections as Approved Distribution Partners and Distribution Partner Stores under this Agreement.

I. "Blackhawk Practices" means Blackhawk's practices and processes related to sale, delivery, warehousing, display and Activation of gift cards as part of the Gift Card Program, as set forth in Exhibit B, as updated from time to time by Blackhawk in its sole discretion upon written or email notice to Content Provider.

J. "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or any other day on which the principal chartered

banks located in the City of Toronto are not open for business during normal banking hours.

K. "Cardholder" means a natural person who holds a Gift Card.

L. "Claim" means an action, allegation, cause of action, cease and desist letter, charge, citation, claim, demand, directive, lawsuit or other litigation or proceeding, or notice.

M. "Consumer Purchase Price" means: (i) with respect to Gift Cards sold at a discount via "Daily Deals," the price indicated on the package to be paid by the purchaser; and (ii) with respect to all other Gift Cards, the face value of the Gift Card.

N. "Content" includes any copyrightable works, artwork, slogans and any other text or images that are embedded or incorporated into the Content Provider's Gift Card, including a digital image of the Content Provider's Gift Card.

O. "Content Provider Marks" means the trademarks, service marks, trade names, designs and logos used on or in connection with the Gift Card.

P. "Content Provider Stores" means any outlet (including on-line, telephone and store location) from which retail purchases can be made with Gift Cards, whether now existing or established in the future.

Q. "Damages" means an assessment, fine, bona fide settlements, costs, damages (including consequential, indirect, special, incidental or punitive damages), expenses (including without limitation reasonable attorneys' fees, expenses and costs), judgments, liabilities, losses, or penalties, incurred in connection with a Claim.

R. "Digital Distribution Partner" means a Distribution Partner that sells Gift Cards and/or other products through a Digital Sales Channel under an Agreement with Blackhawk.

S. "Digital Sales Channel" means a website, mobile application, or other digital sales mechanism for Gift Cards (whether physical or electronic Gift Cards).

T. "Distribution Commission" means the portion of the Retained Amount that Blackhawk retains for standard distribution services relating to the Activated Gift Cards. Distribution Commission does not include fees that Blackhawk may receive related to other services it performs e.g., Program Management Fees or issuance fees.

U. "Distribution Partner" means any retail merchant (including brick and mortar sellers and Digital Sales Channels) that, either directly or indirectly through a third party distributor, participates through written agreements in the retail sale of products distributed by Blackhawk as part of the Distribution Partner Program.

V. "Distribution Partner Program" means the marketing programs operated by Blackhawk related to the distribution of branded stored value prepaid cards, ticket cards, phone cards and phone products, and other products or services, as may be amended from time to time or discontinued in whole or in part by Blackhawk in its sole discretion upon written notice or email to Distribution Partner.

W. "Distribution Partner Stores" means the individual Approved Distribution Partner retail outlets (as determined by Blackhawk and Approved Distribution Partner in their sole discretion) or any Approved Distribution Partner on-line or telephone or other non-physical sales outlet (as determined jointly by Content Provider and Blackhawk) participating in the retail sale of products distributed by Blackhawk as part of the Distribution Partner Program.

X. "ETA" means *Excise Tax Act* (Canada).

Y. "Gift Card" means branded stored value or branded prepaid Content Provider cards or other electronic or digital debit payment mechanisms, electronic promises, numbers, codes or devices, which, when Activated, can be used to purchase services and/or merchandise at Content Provider Stores.

Z. "Gift Card Program" means that part of the Distribution Partner Program through which Blackhawk or its Affiliates, distributes gift cards, branded stored value prepaid cards, ticket cards, and phone cards, as may be amended from time to time or discontinued in whole or in part by Blackhawk in its sole discretion upon written notice or email to Content Provider.

AA. "Gift Card Terms and Conditions" means the terms and conditions applicable to the Gift Cards as set forth on Gift Card carrier and/or the back of the Gift Cards (or located as otherwise allowed or required by Applicable Law).

BB. "GST/HST" means the goods and services tax and harmonized sales tax imposed under the ETA.

CC. "Incentive Sales" means any sale of the Gift Cards by Blackhawk to a person, organization or entity for use or resale by such person, entity or organization in connection with incentive programs, including, but not limited to, corporate incentive and awards programs, dealer/distributor incentive and loyalty programs, consumer promotion, loyalty, affinity and rebate programs, wellness programs, incentive marketing and charitable re-seller programs.

DD. "Parties" means collectively, Blackhawk and Content Provider.

EE. "Party" means either Blackhawk or Content Provider, as the context indicates

FF. "Processor" means a third party engaged by Content Provider to Activate the Gift Cards and process Gift Card transaction data, as approved by Blackhawk.

GG. "Program Management Fees" means the portion of the Retained Amount that Blackhawk retains for management and administration of the Distribution Partner Program. Program Management Fees do not include Distribution Commissions or issuance fees.

HH. "PST" means a tax or other charge of any kind whatsoever levied on or measured by, or referred to as a consumption, retail sale, provincial sale, sale or use tax imposed by a province of Canada.

II. "Purchaser" means any person, entity or organization that purchases Gift Cards from a Digital Sales Channel or from a Blackhawk Incentive Purchaser.

JJ. "QST" means the Quebec sales tax as imposed pursuant to the QSTA.

KK. "QSTA" means *An Act respecting the Quebec sales tax*.

2. Content Provider Trademark License/ Content.

A. Subject to the terms and conditions of this Agreement, Content Provider hereby grants to Blackhawk, a non-exclusive, royalty-free license (with the right to sublicense to Approved Distribution Partners, Approved Digital Sales Channels, Blackhawk Incentive Partner and their respective Affiliates) to: (i) use, reproduce, perform, display and distribute the Content Provider Marks and/or Content that have been provided or made available by Content Provider or its Affiliates to Blackhawk (or to Approved Distribution Partners, Approved Digital Sales Channels, Blackhawk Incentive Partners, and their Affiliates) and any Marks and/or Content that are embedded or incorporated into an image of the Content Provider's Gift Card, for the purpose of producing the Gift Cards, if applicable, and/or promoting, selling and distributing the Content Provider's Gift Cards in or by Approved Distribution Partners, Approved Digital Sales Channels, the Blackhawk Incentive Purchasers, and their respective Affiliates as contemplated in this Agreement, including without limitation, in advertising and other marketing communications; and, (ii) adapt, modify, re-format and create derivative works of such Content (which derivative works shall also be subject to the license set forth in this Section).

Content Provider acknowledges and agrees that the license granted in this Section to use, reproduce, and display the

Content Provider Marks and Content that are embedded or incorporated into an image of the Content Provider's Gift Card shall survive and continue following the termination of this Agreement until such time as all of Content Provider's Gift Cards are fully redeemed. The Content Provider shall have no obligation under this Section to provide or make available any Content for which the Content Provider cannot grant the rights and licenses granted to Approved Digital Sales Channels, Blackhawk Incentive Purchasers, or Approved Distribution Partners under this Section. As between Content Provider and Blackhawk, title to and ownership of the Content Provider Marks and Content shall remain with Content Provider.

B. Except as provided herein, neither Party shall use the names, trademarks or Content, nor any adaptation or variation thereof, of the other Party (or the other Party's Affiliate(s)) in any manner whatsoever (including, but not limited to, press releases, advertising, promotion or sales literature), without the prior written consent of the other Party in each instance.

C. If Content Provider requests Blackhawk to provide print on demand services for Gift Cards, if available, Content Provider shall provide Blackhawk with the Content Provider's Marks necessary to print the Gift Cards on demand. Updates to Content Provider's Marks will be provided to Blackhawk within five (5) days of Blackhawk's request; otherwise Blackhawk will use the Content Provider's Marks most recently submitted by Content Provider. Blackhawk will automatically be deemed to be authorized to provide print on demand services for Gift Cards sold through Approved Digital Sales Channels and Incentive Sales, when (i) preapproved by Content Provider in writing including by email, and (ii) when such services become available through Blackhawk in Canada. Thereafter, if agreed to by Content Provider, Blackhawk will provide blank stock of Gift Cards for print on demand services in accordance with the Exhibit D fee schedule.

D. For the sole purpose of incorporating Content Provider Marks on Approved Digital Sales Channels (e.g., website landing pages), Content Provider grants Blackhawk authority to sublicense each Approved Digital Sales Channel, a royalty-free, non-exclusive, revocable right and license to the Content Provider Marks (without alteration, except to re-size to the extent necessary for presentation, so long as the relative proportions remain the same) solely for the purpose of displaying the Gift Cards on the Approved Digital Sales Channel's website(s) or digital application(s), and for no other purpose.

E. Except as expressly stated above, no right, title or interest in and to any trademarks of either Party or their respective Affiliates is conveyed or intended to be conveyed by this Agreement.

3. Cardholder Gift Card Refunds and Cancellations. Content Provider shall be solely responsible for all refunds or

credits provided by Content Provider in its sole discretion relating to, and offered in connection with, the Gift Cards when Gift Cards are presented at Content Provider Stores. Distribution Partner may elect to issue refunds to its customers or cancel transactions; provided, however, except as set forth below, such Approved Distribution Partner will do so at its sole expense. Notwithstanding the foregoing, Content Provider agrees that any Approved Distribution Partner may elect to issue to a Gift Card purchaser a reversal of a Gift Card purchase transaction that would require (a) Content Provider or its Processor, as applicable, to de-Activate an Activated Gift Card, and (b) if so requested by such purchaser, Content Provider to provide reimbursement of the tendered funds (collectively, "Cancellation"); provided that all of the following cancellation conditions are met ("Cancellation Conditions") (i) at the time of purchaser's Cancellation request such Gift Card has one hundred percent (100%) of the face value (excluding any processing or account maintenance or other charges lawfully imposed by Content Provider); (ii) the initial Gift Card Activation request (or Gift Card purchase if Activation is delayed beyond the purchase date) occurred no more than thirty (30) days prior to purchaser's Cancellation request; and (iii) the aggregate annual reimbursement for Cancellations in the Distribution Partner Stores of any such Approved Distribution Partner shall not exceed one quarter of a percent (0.25%) of aggregate face value in expected sales, as reasonably determined by Blackhawk, in such Distribution Partner Stores in the then current calendar year. In furtherance of the foregoing, Content Provider shall or shall require Processor to (A) work in good faith on systems integration with Blackhawk to enable Blackhawk to automate balance inquiry and de-Activation of such Gift Cards; and (B) enable Blackhawk or Approved Distribution Partners to validate reversal requests, make available to Blackhawk and Approved Distribution Partners automated balance inquiries, each at no additional cost to Blackhawk or Approved Distribution Partners. Provided that Blackhawk has reasonably verified that all Cancellation Conditions have been met, for applicable Gift Cards, Blackhawk shall submit to Content Provider (or its Processor if Content Provider so designates) at least monthly (via electronic submission when available) de-Activation and reversal notices of Gift Card sales transactions and submit to Content Provider a separate invoice (together with a report as described in Section VII of Exhibit A). After the latest date of such submissions for each Cancelled Gift Card, Blackhawk may deduct such invoice amount from payments due Content Provider under Section IV of Exhibit A until such amount is fully paid. Notwithstanding the preceding paragraph, with respect to sales through Approved Digital Sales Channels, an Approved Digital Sales Channel may refund Gift Cards in accordance with their own policies. With respect to the sale of Gift Cards through Approved Digital Sales Channels, Content Provider shall (i) for a period of thirty (30) days after the date of Activation of the Gift Card, de-Activate Gift Cards which are lost, stolen or damaged if such Gift Cards reflect the full stored value of original purchase and (ii) refund to Blackhawk the face value amount of the de-Activated Gift Card less the commission that Content Provider paid to

Blackhawk for such de-Activated Gift Card, provided that the annual aggregate reimbursement for such refunds will not exceed one percent (1%) of the aggregate face value in expected sales, as reasonably determined by Blackhawk, of the Gift Cards in the then current calendar year”.

4. Loss Prevention and Risk of Loss. Promptly upon a Party having actual knowledge of any loss, theft or damage of Gift Cards, unauthorized issuance or attempted issuance of Gift Cards, or any fraudulently Activated Gift Cards or attempts to fraudulently Activate Gift Cards, it shall notify the other Party thereof, along with any related pertinent information. In connection with receipt of such notice, the Parties will promptly cooperate to investigate the foregoing and to mitigate any harm therefrom (such as by using commercially reasonable efforts to de-Activate the related Gift Card(s) as to any unused balance on the affected Gift Card(s)). As between Content Provider and Blackhawk, the Parties acknowledge that liability for losses, including damage or destruction, with respect to the Gift Cards is as follows:

A. any losses occurring while the Gift Card inventory is in transit from Content Provider to the Blackhawk Distribution Center, Blackhawk, and/or any other destination mutually agreed upon by the Parties shall be the sole responsibility of Content Provider;

B. any losses occurring after the Gift Card inventory has been delivered to the Blackhawk Distribution Centers, but before the delivery to Approved Distribution Partners and/or Approved Distribution Partner Stores, will be the sole responsibility of Blackhawk, except to the extent related to Content Provider's breach of this Agreement or Content Provider's fraud, willful misconduct or negligence;

C. any losses arising from inaccurate Gift Card data transmission to Content Provider to the extent resulting from any third party fraudulently accessing Blackhawk's computer network, database or system (whether resident at or maintained by Blackhawk or any third party on Blackhawk's behalf) shall be the sole responsibility of Blackhawk, except to the extent related to Content Provider's breach of this Agreement or Content Provider's fraud, willful misconduct or negligence;

D. any losses arising from inaccurate Gift Card data transmission to Blackhawk, to the extent resulting from any third party fraudulently accessing Content Provider's or Processor's computer network, database or system (whether resident at or maintained by Content Provider or any third party on Content Provider's behalf) shall be the sole responsibility of Content Provider, except to the extent related to Blackhawk's breach of this Agreement or Blackhawk's fraud, willful misconduct or negligence; and

E. any losses arising from any fraudulent activity in connection with a Gift Card after the Gift Card has been properly Activated, shall be the sole responsibility of Content Provider, except to the extent related to Blackhawk's breach of this Agreement or Blackhawk's fraud, willful misconduct or negligence.

5. Content Provider Representations and Warranties. Content Provider represents and warrants throughout the Term that (a) Content Provider has the right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform its obligations; (b) Content Provider's grant of rights or performance of its obligations hereunder does not violate any other agreement to which Content Provider is a party; (c) the Gift Cards, as delivered directly to Blackhawk, Approved Distribution Partners, Approved Digital Sales Channels, or Blackhawk Incentive Purchasers, as applicable, shall not be Activated; (d) Content Provider will not honor or redeem Gift Cards that have not been Activated; (e) the Gift Cards, upon being Activated shall function properly and shall be available immediately for purchases by Cardholder; (f) the Gift Cards shall not be subject to GST/HST, QST or PST when sold at the point of sale; and (g) the Content Provider owns, or holds rights to sublicense, the Content Provider's Marks to Blackhawk, the Approved Distribution Partners, Approved Digital Sales Channels, and Blackhawk Incentive Purchasers and Content Provider Marks do not infringe on the intellectual property rights of any person or entity. Content Provider further represents and warrants that throughout the Term and thereafter; (h) the Gift Card Terms and Conditions comply with Applicable Law; (i) Content Provider complies with the Gift Card Terms and Conditions and Applicable Law; and (j) unless otherwise required by law, Gift Cards may only be redeemed for goods or services.

6. Blackhawk Representations and Warranties. Blackhawk represents and warrants throughout the Term that (a) it has the right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform its obligations hereunder; (b) Blackhawk's performance of its obligations hereunder does not violate any other agreement to which Blackhawk is a party; (c) it will, and it will contract with each Approved Distribution Partner, Approved Digital Sales Channel and Blackhawk Incentive Partner such that each agrees to, comply with Applicable Law (provided that neither Blackhawk nor any Approved Distribution Partner, Approved Digital Sales Channel, or Blackhawk Incentive Partner shall have any obligation whatsoever to determine whether the Gift Card Terms and Conditions comply with Applicable Laws); (d) it will not, and it shall contract with Approved Distribution Partners, Approved Digital Sales Channels, and Blackhawk Incentive Purchasers such that each agrees not to, knowingly take any action in connection with the sale of a Gift Card that is in violation of any lawful terms contained in the Gift Card Terms and Conditions; (e) Blackhawk will, and it will contract with Approved Distribution Partners, Digital Sales Channels, and Blackhawk Incentive Purchasers such that each agrees to, conform with the Blackhawk Practices;

and (f) the Blackhawk Practices comply with Applicable Law.

7. Indemnification.

A. Content Provider Indemnification. Content Provider agrees to defend, indemnify and hold harmless Blackhawk, the Distribution Partners, Distribution Partner Stores, Approved Digital Sales Channels, Blackhawk Incentive Purchasers, and their respective Affiliates, officers, directors, agents, representatives, contractors and employees from and against any and all third party Claims and Damages arising out of or related to (i) Content Provider's breach (or, as to defense obligations only, alleged breach) of this Agreement; (ii) Content Provider's or Processor's violation of any Applicable Law; (iii) once a Gift Card is Activated, refunds, merchandise returns, credits to the Gift Cards, replacement of lost or stolen Gift Cards, or use or misuse of the Gift Cards; (iv) counterfeit or fraudulent Gift Cards (except as set forth in Sections 4 B and C of Exhibit C); (v) any act or omission of any Processor; (vi) Content Provider's gross negligence, willful misconduct or fraudulent actions; (vii) Content Provider's infringement of the rights (including, without limitation, the intellectual property rights, proprietary rights, rights to privacy and rights to publicity) of any person or entity; and (viii) the infringement of the rights of any person or entity related to the permitted use of the Content Provider Marks, Gift Cards or systems under this Agreement.

B. Blackhawk Indemnification. Blackhawk agrees to defend, indemnify and hold harmless Content Provider and its Affiliates, officers, directors, agents, representatives, contractors and employees from and against any and all third party Claims and Damages arising out of or related to (i) Blackhawk's breach (or, as to defense obligations only, alleged breach) of this Agreement; (ii) Blackhawk's gross negligence, willful misconduct or fraudulent actions; and (iii) Blackhawk's infringement of the trademark rights or copyright of any person or entity. Blackhawk further agrees to defend, indemnify and hold harmless Content Provider from and against any and all third party patent infringement Claims solely attributable to Content Provider's participation in the Gift Card Program, and any Damages related thereto; provided, however, to the extent that Content Provider acquires equipment, hardware or software from a third party vendor, Content Provider acknowledges and agrees that Content Provider is relying solely upon the indemnification and warranties, if any, provided by such vendor.

C. Indemnification Procedure. The party seeking indemnification, as the indemnitee, shall provide the other party, as the indemnitor, prompt written notice of any Claim for which indemnity is sought. If the indemnitor is notified in writing by the indemnitee of such a Claim, the indemnitor shall promptly hire experienced and competent counsel, and will have sole control of the defense and all negotiations for the compromise or settlement of such a Claim, and shall pay any Damages in respect of such Claim and reimburse the indemnitee for its reasonable expenses incurred in cooperation with and providing assistance to the indemnitor;

provided, however, that the indemnitor may not settle any such Claim without the indemnitee's consent if the proposed settlement would be in the indemnitee's name or impose pecuniary or other liability or an admission of fault or guilt on the indemnitee or would require the indemnitee to be bound by an injunction of any kind. Notwithstanding the foregoing, to the extent that such a Claim is based on an assertion that the indemnitor's marketing materials used in the performance of its obligations hereunder, or the indemnitor's trademarks, Gift Cards, or other intellectual property infringe on any registered patent, copyright or trademark of any non-Party, or the rights to privacy or rights to publicity of any non-Party, the indemnitor shall have the right, at its sole option and expense to procure for the indemnitee the right to continue using such marketing materials, to replace or modify them with non-infringing materials, or to withdraw them from use altogether. Consent to settlement shall not be unreasonably withheld.

8. Limitations of Liability. THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO ANY CLAIM THAT (A) IS SUBJECT TO INDEMNIFICATION UNDER SECTION 7 OF EXHIBIT C, (B) ARISES OUT OF A BREACH OF CONFIDENTIALITY, OR (C) ARISES OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD: IN NO EVENT SHALL EITHER PARTY, OR ANY DISTRIBUTION PARTNER, DISTRIBUTION PARTNER STORE, DIGITAL SALES CHANNELS, BLACKHAWK INCENTIVE PURCHASERS, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE TO ANY PARTY TO THIS AGREEMENT, ANY DISTRIBUTION PARTNER, ANY DISTRIBUTION PARTNER STORE, DIGITAL SALES CHANNELS, BLACKHAWK INCENTIVE PURCHASERS, OR ANY OF THE AFFILIATES OF ANY OF THEM, OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR (1) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS AGREEMENT; OR (2) ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT TO THE EXTENT THAT THE AGGREGATE AMOUNT OF SUCH DAMAGES EXCEEDS THE AGGREGATE AMOUNT ACTUALLY EARNED BY BLACKHAWK HEREUNDER AS COMMISSIONS IN THE TWELVE (12) MONTHS BEFORE THE DATE SUCH CLAIM AROSE.

9. Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. FURTHERMORE, BLACKHAWK EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY ERRORS CAUSED BY CONTENT PROVIDER, ANY THIRD PARTY PERFORMING SERVICES ON CONTENT PROVIDER'S BEHALF, THE PROCESSOR, DISTRIBUTION PARTNER, DIGITAL SALES CHANNELS, BLACKHAWK INCENTIVE PURCHASERS, CARDHOLDER OR A PURCHASER AND RESPONSIBILITY FOR ANY ERRORS CAUSED BY THE OPERATOR OF A DIGITAL SALES CHANNEL NOT OWNED OR OPERATED BY BLACKHAWK..

10. Confidential Information.

A. For purposes hereof, "Confidential Information" shall mean all information or material which (i) gives that Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that Party; or (ii) which is either (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential and proprietary, or (C) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. For purposes of this Section 10 of Exhibit C, Confidential Information of Blackhawk shall also be deemed to include, as between Blackhawk and Content Provider, the Confidential Information of each Distribution Partner, Approved Digital Sales Channel, or Blackhawk Incentive Purchaser to which it relates. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party; (ii) was previously known to the receiving Party or rightly received by the receiving Party from a third party not subject to an obligation of confidentiality; or (iii) is independently developed by the receiving Party without reference to information derived from the other Party.

B. Each Party agrees to hold the other's Confidential Information in strict confidence, both during the term of this Agreement and until the later of (i) the date which is three (3) years after expiration or termination of this Agreement; or (ii) the date on which any such Confidential Information becomes publicly known and made generally available through no action or inaction of such Party. The Parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information of either Party is not disclosed or distributed by its employees, agents, representatives or contractors in violation of the provisions of this Agreement. This Section 10 of Exhibit C supplements and does not supersede any existing non-disclosure or confidentiality agreements between the Parties.

C. In the event any Confidential Information is required to be disclosed by a receiving Party under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, or by a demand or information request from an executive or administrative agency or other governmental authority, the receiving Party requested or required to disclose such Confidential Information shall, unless prohibited by the terms of a subpoena, order, or demand, promptly notify the disclosing Party of the existence, terms and circumstances surrounding such demand or request, shall consult with the disclosing Party on the advisability of taking legally available steps to resist or narrow such demand or request, and, if disclosure of such Confidential Information is required, shall exercise its reasonable best efforts to narrow the scope of disclosure and obtain an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information. To the extent the receiving Party is prohibited from notifying the disclosing Party of a subpoena, order or demand, by the terms of same, the receiving Party shall exercise its reasonable efforts to narrow the scope of disclosure.

D. Content Provider's Confidential Information shall remain the sole and exclusive property of Content Provider. Blackhawk's Confidential Information shall remain the sole and exclusive property of Blackhawk. the applicable Distribution Partner, Approved Digital Sales Channel, or Blackhawk Incentive Purchaser, as the case may be.

E. Each Party represents and warrants that any collection, storage, disclosure, transfer or use of personal information (including any information about an identifiable individual) will comply with all applicable federal, provincial, state, municipal or other laws governing the collection, storage or use of personal information, including without limitation in Canada, the *Personal Information Protection and Electronic Documents Act* (Canada).

11. Assignment. Neither Party may transfer or assign this Agreement or its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. However, either Party's assignment to an Affiliate shall not require prior written consent; provided, however, that the proposed assignee is not a direct competitor of the other Party or its Affiliates. Any such assignment in violation of this Section 11 of Exhibit C shall be void.

12. Force Majeure. Neither Party shall be liable to the other Party for any delay or failure in performance under this Agreement arising out of a cause beyond its control and without its fault or negligence; provided, however, that the foregoing shall not excuse a Party from (i) safeguarding its systems, data or facilities, (ii) preventing computer network or system security breaches, (iii) the release of Confidential Information, or (iv) losses due to fraudulent activity. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, downtime of websites or interruption of the Internet, blackouts, acts of God, acts of regulatory agencies, or national disasters.

13. Third Party Beneficiaries. Neither Cardholder, Processor, nor any other third party, other than Blackhawk Affiliates, Approved Distribution Partners, Distribution Partner Stores, Approved Digital Sales Channels, and Blackhawk Incentive Purchasers, as expressly provided in this section, is a third-party beneficiary to this Agreement. The Parties acknowledge and agree that Blackhawk's Affiliates and each of the Approved Distribution Partners, Distribution Partner Stores, Approved Digital Sales Channels, and Blackhawk Incentive Purchasers, and their respective Affiliates, officers, directors, agents, contractors and employees (collectively, the "Express Beneficiaries") is a third-party beneficiary to this Agreement, as its interests may apply. The Parties further acknowledge and agree that Blackhawk holds all of the rights, benefits, covenants and indemnifications under this Agreement that are provided for, or are to accrue to, the benefit of the Express Beneficiaries as agent for, and in trust for the benefit of, the Express Beneficiaries.

14. Independent Contractor. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

15. Severability; Waiver. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement. The failure by either Party to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this Agreement.

EXHIBIT D

FEES

1. On-Boarding Fee of \$2,500* plus applicable taxes which will include initial system integration – web setup, activation, and reporting.
2. De-Carrier fee (to remove pre-printed Gift Cards from affixed carriers) for certain Approved Digital Channel Sales and/or Incentive Sales: \$0.00 plus applicable taxes. In the future, if a de-carrier fee becomes applicable, Content Provider's written (or email) preapproval is required, or Blackhawk will not distribute Content Provider's Gift Cards through such Approved Digital Sales Channel and/or Incentive Sales Channel.
3. Print on Demand for Incentive Sales and/or Approved Digital Sales Channel: Not currently available through Blackhawk. When available in Canada, a fee will be established by Blackhawk. Content Provider's written (or email) preapproval for print on demand services and any applicable fee is required, or Blackhawk will not provide print on demand service for Content Provider.

*waived

TAB C(2)

Canadian Card Participation Agreement

This Canadian Card Participation Agreement, effective November 30, 2017 (“**Effective Date**”), is entered into by and between Blackhawk Network (Canada) Ltd, an Alberta corporation with principal offices at 3280 Bloor Street West, Centre Tower, Suite 801, Toronto, Ontario M8X 2X3, on behalf of itself and its Affiliates (“**Blackhawk**”) and MasterMind, LP, an Ontario limited partnership, with principal offices at 415 Milner Avenue, Toronto, Ontario M1B 2L1 (“**Merchant**”).

WHEREAS, Blackhawk or one of its Affiliates is the program manager for certain Canadian gift card programs (further described in Exhibit A) in which select merchants may participate; and Merchant wishes to participate in those programs listed in Exhibit A; and

NOW, THEREFORE, the Parties agree as follows intending to be legally bound:

1. Definitions.

1.1. “**Affiliate**” means, with respect to a Party, any person, firm, corporation, partnership, limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with a Party.

1.2. “**Applicable Law**” means Network Rules, federal, provincial or local laws, treaties, rules, regulations, or ordinances applicable to a Party.

1.3. “**Card**” means a physical or virtual card that is part of a Card Program described in Exhibit A.

1.4. “**Card Program**” means a program set forth in Exhibit A via a Program Terms Agreement substantially in the form of the sample Exhibit A-x.

1.5. “**Claim**” means an action, allegation, cause of action, cease and desist letter, charge, citation, claim, demand, directive, lawsuit or other litigation or proceeding, or notice.

1.6. “**Commission**” means for any Card Program, the amount set forth in the corresponding Exhibit A-x.

1.7. “**Damages**” means an assessment, fine, bona fide settlements, costs, damages (including consequential, indirect, special, incidental or punitive damages), expenses (including without limitation reasonable attorneys’ fees, expenses and costs), judgments, liabilities, losses, or penalties, incurred in connection with a Claim.

1.8. “**ETA**” means *Excise Tax Act* (Canada).

1.9. “**GST/HST**” means the goods and services tax and harmonized sales tax imposed under the ETA.

1.10. “**Issuer**” means the issuer of a Card.

1.11. “**Merchant Marks**” means Merchant’s trademarks, service marks, trade names and logos.

1.12. “**Network**” means the payment network (including its members) through which Transactions on a Card are routed and processed.

1.13. “**Network Rules**” means the rules promulgated by a particular Network.

1.14. “**Party**” means either Blackhawk or Merchant, as the context may require, and “**Parties**” means both of them.

1.15. “**Program Terms Agreement**” means an Agreement substantially in the form of Sample Exhibit A-x.

1.16. “**PST**” means a tax or other charge of any kind whatsoever levied on or measured by, or referred to as a consumption, retail sale, provincial sale, sale or use tax imposed by a province of Canada.

1.17. “**QST**” means the Quebec sales tax as imposed pursuant to the QSTA.

1.18. “**QSTA**” means *An Act respecting the Quebec sales tax*.

1.19. “**Transaction**” means a purchase of goods or services from Merchant using a Card.

2. Card Programs.

- 2.1. Merchant may participate in various Card Programs developed, sold or managed by Blackhawk or its Affiliates. Each Card Program will be set forth in a separate Program Terms Agreement signed by the Parties. After execution, each Program Terms Agreement will be deemed added to the Agreement as Exhibit A-x. Unless the Parties agree otherwise, each Program Terms Agreement will include (i) the name of the Card Program, (ii) the Issuer, (iii) the Network, (iv) the Commission; and (v) the term of Merchant's participation in the Card Program. Blackhawk reserves the right to add, remove, or amend Card Programs or enhance the format, elements, or terms and conditions of Card Programs at any time without notice to Merchant provided that such enhancements have no negative material impact on Merchant's participation under this Agreement.
- 2.2. For the term of this Agreement, Merchant (i) will comply with Applicable Law; and (ii) will not directly or indirectly participate in any card program substantially similar to the Card Programs (including participating in any prepaid card that can only be redeemed at a limited subset of merchants), other than through Blackhawk in accordance with this Agreement. For the term of the Agreement, Blackhawk will (or will cause Issuer to) disclose, including to cardholders, all Card Program requirements and limitations (including where the Card can be used, how the Card Program works, any special Card usage restrictions, and customer service contacts).
3. **Merchant Information.** Merchant shall provide Blackhawk with all data reasonably requested by Blackhawk to identify Merchant participating locations, including, but not limited to, Network Merchant ID (MID) numbers, as applicable to Merchant's participation in the Card Programs, and physical store addresses as applicable, and shall perform all reasonable tests requested by Blackhawk to confirm the ability to process settlement transactions with such participating locations. Merchant shall notify Blackhawk of changes to its participating location(s), MIDs, and/or physical store addresses as applicable within five (5) business days of the change.
4. **Card Acceptance.** Merchant will honour any active Card presented by a cardholder at Merchant locations in accordance with the applicable Network Rules, including after the termination or expiration of the Exhibit A-x applicable to that Card (including the sell-through provisions in that Exhibit A-x). Merchant will inform its Network acquirer (i) of each Card it will accept and (ii) in each case, that the acquirer will incur internal transfer pricing fees on Card transactions processed through the Network.
5. **Payment.**
- 5.1. Transactions will be settled through the applicable Network, and the Network Rules will apply. Merchant will receive payment upon redemption; provided, however, that the Network may deduct all or a portion of the Commission from the payment that Merchant would otherwise receive. To the extent that the Commission is not deducted from the payment, Blackhawk will invoice Merchant for any remaining Commission, and Merchant will pay all undisputed invoices within fifteen (15) days of receiving an invoice. The Parties will work in good faith to resolve any accounting discrepancies.
- 5.2. Each Party will be responsible, as required under Applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. All fees payable under this Agreement are exclusive of applicable taxes and duties, including, without limitation, sales taxes, excise taxes, sales and transaction taxes, and gross receipts taxes ("**Indirect Taxes**"). If either Party has an obligation under Applicable Laws or this Agreement to pay or collect taxes for which the other Party is legally liable or responsible under this Section, then the paying Party will invoice the other Party for such taxes, and the other Party will pay that invoiced amount of taxes to the paying Party. Each Party will provide the other such information as is reasonably required to determine whether there is an obligation to collect Indirect Taxes. The Parties shall not collect nor pay any such Indirect Tax or duty for which a properly completed exemption certificate or a direct payment permit certificate is provided or for which the Parties may claim an available exemption from Indirect Tax. All payments made for goods and services provided under this Agreement shall also be exclusive of any withholding or deduction for taxes. The Parties will provide each other with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement. In the event (a "**Tax Change Event**") that either Party receives from its counsel, any governmental authority, or any other reputable source, information of (i) any demand on either Party for collection or payment of taxes not

contemplated in this Section, or (ii) any form of inquiry related to the tax treatment of payment for fees or other amounts due under this Agreement, either of which event, in the reasonable opinion of the Party so informed, may materially and adversely affect the performance of this Agreement, then that Party may notify, in writing, the other of a Tax Change Event. Thereafter, the Parties will promptly discuss, in good faith, whether modifications need to be made to this Agreement in respect of the Tax Change Event. If the Parties do not come to an understanding regarding the Tax Change Event within thirty (30) days after the date of the Tax Change Event notice, then either Party may terminate this Agreement with thirty (30) days' prior, written notice to the other Party.

Merchant certifies that it is GST/HST and QST registered and that its registration numbers is 840225205RT001. Blackhawk certifies that it is GST/HST and QST registered and that its registration numbers are 84007 5147 RT0001 and 1213300152 TQ0001, respectively.

6. **Roll-Out; Training.** Merchant will use commercially reasonable efforts to support the roll-out of each Card Program, including, but not limited to, training its front-line staff.

7. **Customer Service.** Merchant will address and be responsible for customer service issues in connection with the quality or delivery of goods or services purchased from Merchant using a Card. As between the Parties, Blackhawk will be responsible for all customer service issues with respect to the Cards themselves or disputed Card transactions, and Merchant will refer all such issues to Blackhawk. Blackhawk will provide Merchant a contact to call in the event of a processing issue.

8. **Limited License of Merchant Marks.** Merchant grants Blackhawk a non-exclusive, royalty-free license to use the Merchant Marks for the limited purpose of manufacturing, distributing, promoting, and selling Cards pursuant to this Agreement. Title to and ownership of the Merchant Marks shall remain with Merchant. No other right, title or interest in and to any trademarks of either Party or their respective Affiliates is conveyed or intended to be conveyed by this Agreement.

9. **Term and Termination.** This Agreement shall take effect on the Effective Date and remain effective until the later of (i) three (3) years after the Effective Date or (ii) when all Exhibits A-x have terminated (but subject to the sell-through provisions of all Exhibits A-x). Either Party may terminate this Agreement by giving the other Party written notice upon the other Party's (a) material breach of any material term (subject to the other Party's right to cure within thirty (30) days); or (b) insolvency, or the institution of any insolvency, assignment for the benefit of creditors, bankruptcy or similar proceedings by or against the other Party (each, a "**Termination for Cause**"). Blackhawk shall have the right to terminate any Card Program if the Network or an Issuer revokes its approval of that Card Program.

10. **Confidentiality.** The Parties previously entered into a Mutual Nondisclosure Agreement ("**NDA**") dated as of January 28, 2016 and the terms of the NDA are incorporated into this Agreement.

11. **Indemnification.**

11.1. Each Party (the "**Indemnitor**") agrees to defend, indemnify and hold harmless the Network and the other Party (including its respective Affiliates, officers, directors, agents, representatives, contractors and employees) (collectively, the "**Indemnitee**") from and against any and all third party Claims and Damages arising out of or related to (i) Indemnitor's breach (or, as to defense obligations only, alleged breach) of this Agreement; (ii) Indemnitor's violation of any Applicable Law; (iii) Indemnitor's gross negligence, willful misconduct or fraudulent actions; and (iv) Indemnitor's actual or alleged infringement or misappropriation of the intellectual property of the rights of any third party

11.2. The Indemnitee shall provide the Indemnitor prompt written notice of any Claim for which indemnity is sought. After the Indemnitor is notified in writing by the indemnitee of such a Claim, the Indemnitor shall promptly hire experienced and competent counsel, and will have sole control of the defense and all negotiations for the compromise or settlement of such a Claim, and shall pay any Damages in respect of such Claim and reimburse the Indemnitee for its reasonable expenses incurred in cooperation with and providing assistance to the Indemnitor; provided, however, that the Indemnitor may not settle any such Claim without the Indemnitee's consent if the proposed settlement would be in the Indemnitee's name or impose pecuniary or other liability or an admission of fault or guilt on the Indemnitee or would require the Indemnitee to be bound by an injunction of any kind. Consent to settlement shall not be unreasonably withheld.

12. **Limitation of Liability.** THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO ANY CLAIM THAT (A) IS SUBJECT TO INDEMNIFICATION UNDER SECTION 11, (B) ARISES OUT OF A BREACH OF CONFIDENTIALITY, OR (C) ARISES OUT OF WILLFUL MISCONDUCT OR FRAUD: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR (1) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS AGREEMENT; OR (2) ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT TO THE EXTENT THAT THE AGGREGATE AMOUNT OF SUCH DAMAGES EXCEEDS ONE MILLION DOLLARS (\$1,000,000).

13. **General.**

13.1. **Assignment.** Neither Party may transfer or assign this Agreement or its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. However, either Party's assignment to an Affiliate shall not require prior written consent. Any such assignment in violation of this Section 13.1 shall be void.

13.2. **Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure in performance under this Agreement arising out of a cause beyond its control and without its fault or negligence; provided, however, that the foregoing shall not excuse a Party from (i) safeguarding its systems, data or facilities, (ii) preventing computer network or system security breaches, (iii) the release of Confidential Information, or (iv) losses due to fraudulent activity. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, blackouts, acts of God, or national disasters.

13.3. **Severability / Waiver.** If any provision (or portion thereof) of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall be binding upon the Parties and enforceable as though the invalid or unenforceable provision (or portion thereof) were not contained in this Agreement. Either Party's failure to insist upon strict performance of any provision contained in this Agreement shall not constitute a waiver of its rights under this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this Agreement.

13.4. **Independent Contractor.** The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

13.5. **Third Party Beneficiaries.** No third party is a third-party beneficiary to this Agreement

13.6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement, except for matters that can be tried only before a Federal Court in which case jurisdiction and venue shall be in Ontario. The Parties to this Agreement each hereby attorn to the jurisdiction of the courts of the Province of Ontario and of the Federal Court in accordance with the foregoing and waive any objection to venue or any claim of inconvenient forum. In the event of a disagreement between the Parties arising out of or relating to this Agreement or the performance of their obligations hereunder, or the breach thereof, the Parties shall attempt to negotiate a mutually satisfactory resolution or settlement within fifteen (15) days of receipt of written notice of such disagreement. Should such negotiations fail, either Party may avail itself of any remedies available at law or equity. Each Party agrees that during such negotiation, it will faithfully continue performance of its obligations hereunder.

13.7. **Notices.** All notices hereunder shall be in writing, and shall be given personally, by certified mail or by overnight courier to the addressee's President at the address set forth in the first paragraph of this Agreement. In the case of notice to Blackhawk, a copy must also be sent to the General Counsel at 6220 Stoneridge Mall Road, Pleasanton, California 94588. Any Party may change its address for receiving notices or other communications by providing notice as set forth in this Section.

13.8. **Entire Agreement.** The body of this Agreement, any exhibits and attachments (collectively, this "Agreement"), and any written nondisclosure agreement previously executed by the Parties set forth the entire

agreement and understanding between the Parties as to the subject matter hereof and supersede all prior discussions, agreements and understandings between them. This Agreement shall not be amended except in writing signed by both Parties. If there is a conflict or inconsistency between the terms, covenants or conditions of the body of this Agreement and its Exhibits, the terms, covenants, and conditions of the relevant Exhibit A-x shall control, and then those of the body of this Agreement.

13.9. **Survival.** Sections 4, 5, 8, 9, 10, 11, and 12 shall survive the termination or expiration of this Agreement. In addition, any right or legal obligation of a party that by its express term or nature would reasonably extend for a period beyond the term of this Agreement shall also survive the termination of the Agreement for such extended period.

13.10. **Counterparts.** This Agreement may be executed in counterparts, which execution may be by facsimile, each of which shall be an original, but all of which shall constitute one, and the same, document.

13.11. **Choice of Language.** The Parties acknowledge that they have required that this Agreement, as well as any documents, notices and legal proceedings executed, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les Parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que tous les documents exécutés, avis donnés et procédures judiciaires intentées directement ou indirectement à la suite ou relativement à la présente convention.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

BLACKHAWK NETWORK (CANADA) LTD.

**MASTERMIND, LP, By its General Partner
MASTERMIND GP Inc.**

Per _____

Name: Steve Dekker

Title: President

Per _____



Name: DAVID MARTEN

Title: VICE PRESIDENT, INFORMATION
Technology

Exhibit A-1

Program Terms Agreement

Happy Kid

This Program Terms Agreement is made pursuant to the Canadian Card Participation Agreement ("**Card Participation Agreement**") between the Parties and is added to Exhibit A to that agreement.

1. Name of Card: Happy Kid
2. Network: Visa
3. Issuer: Peoples Trust Company
4. Commission: Nine and one-quarter percent (9.25%) of each Transaction. Of the Commission, as of the PTA Effective Date, zero percent (0%) will be deducted from the payment that Merchant would otherwise receive, which amount may be revised from time to time at Blackhawk's sole discretion, but will not in any event exceed the total Commission.
5. Effective Date of Program Terms Agreement: April 1, 2018 ("**PTA Effective Date**")
6. Term: This Exhibit A-1 will begin on the PTA Effective Date and remain in effect for three (3) years (the "**Initial Term**"); provided however, that Merchant shall be entitled to terminate this Agreement with immediate effect at any time during the period of two (2) months after the PTA Effective Date by providing notice of termination to Blackhawk in the event that the Cards do not function properly for purchases by cardholder at point of sale. After the Initial Term, the term of this Exhibit A-1 may be extended for successive periods of one (1) year each (each a "**Renewal Term**") (the Initial Term, collectively with any Renewal Terms, the "**Term**") upon written approval by the Parties. This Exhibit A-1 will also terminate if a Party upon either Party's Termination for Cause of the Card Participation Agreement. Upon termination of this Exhibit A-1 other than Termination for Cause by Merchant, Blackhawk may continue to sell Cards under this Exhibit A-1 for six (6) months, provided such Cards were manufactured before termination of this Exhibit A-1.
7. Private Label Program: Merchant will inform its Network acquirers and their delegated processors ("**Acquirers**") that Merchant's properties will accept the Happy Kid Card. The Happy Kid Card will include a card number and a BIN that is within the BIN range allocated by the Network. However, the Happy Kid Card is not a Network product and is not subject to provisions of acceptance agreements relating to the processing of that Network's cards, including for example, processing of chargebacks and credits. The Network does not guarantee the payment for Card transactions the way it does for transactions subject to the Network Rules, and the Network's card promotions and cardholder benefits do not apply to Card transactions. Merchant is responsible for making arrangements for its acquirer to route Happy Kid Card transactions through the Network consistent with this Agreement. If applicable, Merchant will inform its Acquirers that they will incur internal transfer pricing fees (via interchange or otherwise) on Card transactions that are processed through the Network, which is currently equal to zero percent (0%).

IN WITNESS WHEREOF, the undersigned have executed this Program Terms Agreement as of the PTA Effective Date above.

BLACKHAWK NETWORK (CANADA) LTD.

Per _____

Name: Steve Dekker

Title: President

**MASTERMIND, LP, By its General Partner
MASTERMIND GP Inc.**

Per  _____

Name: David Marlow

Title: VICE PRESIDENT, INFORMATION
Technology

TAB C(3)

AMENDING AGREEMENT TO GIFT CARD AGREEMENT

THIS FIRST AMENDING AGREEMENT TO GIFT CARD AGREEMENT ("First Amendment")
is made as of May 27, 2019 (the "**First Amendment Effective Date**"),

BETWEEN:

BLACKHAWK NETWORK (CANADA) LTD.,
a corporation incorporated under the laws of the Province of Alberta
(the "**Blackhawk**")

AND:

MASTERMIND L.P.
a limited partnership formed under the laws of Ontario
(the "**Content Provider**")

WHEREAS Blackhawk and Content Provider entered into a Gift Card Agreement dated May 18, 2016 (the "**Agreement**");

AND WHEREAS Blackhawk and Retailer each desire to amend the Agreement as set forth below;

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows, intending to be legally bound:

1. Section X of Exhibit A of the Agreement is hereby deleted and replaced with the following:

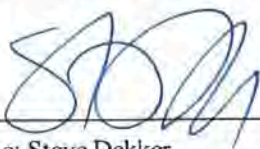
"This Agreement is effective as of the Effective Date and shall remain in effect until November 30, 2020 (the "**Initial Term**") unless terminated earlier in accordance with this Agreement. At least 90 days prior to the end of the Initial Term, the parties agree to discuss in good faith the term of this Agreement and the term of the Card Participation Agreement dated November 30, 2017 between the Parties."

2. Except as set forth above, all terms and provisions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by and through their respective duly authorized representatives, have executed this First Amendment as of the First Amendment Effective Date.

**BLACKHAWK NETWORK (CANADA)
LTD.**

Per

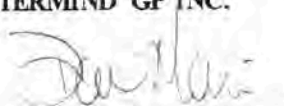


Name: Steve Dekker

Title: President

**MASTERMIND L.P., by its general partner
MASTERMIND GP INC.**

Per



Name: DAVE MARLEN

Title: VP IT

TAB C(4)

AMENDING AGREEMENT TO GIFT CARD AGREEMENT

THIS THIRD AMENDING AGREEMENT TO GIFT CARD AGREEMENT (“**Third Amendment**”) is made as of January 26, 2021 (the “**Third Amendment Effective Date**”),

BETWEEN:

BLACKHAWK NETWORK (CANADA) LTD.,
a corporation incorporated under the laws of the Province of Alberta
(“**Blackhawk**”)

AND:

MASTERMIND L.P.
a limited partnership formed under the laws of Ontario
(the “**Content Provider**”)

WHEREAS Blackhawk and Content Provider entered into a Gift Card Agreement dated May 18, 2016, as amended (collectively the “**Agreement**”);

AND WHEREAS Blackhawk and Retailer each desire to amend the Agreement as set forth below;

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows, intending to be legally bound:

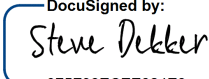
1. Section X of Exhibit A to the Agreement is hereby deleted and replaced with the following:

“This Agreement is effective as of the Effective Date and shall remain in effect until April 26, 2021 (the “**Initial Term**”) unless terminated earlier in accordance with this Agreement.”
2. This Third Amendment may be executed in counterparts, which execution may be by facsimile or digitally, each of which shall be an original, but all of which shall constitute one, and the same, document
3. Except as set forth above, all terms and provisions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by and through their respective duly authorized representatives, have executed this Third Amendment as of the Third Amendment Effective Date.

**BLACKHAWK NETWORK (CANADA)
LTD.**

**MASTERMIND L.P., by its general partner
MASTERMIND GP INC.**

Per 
375F98ECE624E9...
Name: Steve Dekker
Title: President

Per 
Name: Susan Anderson
Title: VP Marketing & Brand

TAB C(5)

AMENDING AGREEMENT TO GIFT CARD AGREEMENT

THIS FIFTH AMENDING AGREEMENT TO GIFT CARD AGREEMENT (“Fifth Amendment”) is made as of January 18, 2023 (the “**Fifth Amendment Effective Date**”),

BETWEEN:

BLACKHAWK NETWORK (CANADA) LTD.,
a corporation incorporated under the laws of the Province of Alberta
(“**Blackhawk**”)

AND:

MASTERMIND L.P.
a limited partnership formed under the laws of Ontario
(the “**Content Provider**”)

WHEREAS Blackhawk and Content Provider entered into a Gift Card Agreement dated May 18, 2016, as amended (collectively the “**Agreement**”);

AND WHEREAS Blackhawk and Content Provider each desire to amend the Agreement as set forth below;

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows, intending to be legally bound:

1. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.
2. Section 1.7 of the Agreement is hereby deleted and replaced with the following:

“1.7 Relationship. For the Term of the Agreement, Content Provider shall not directly sell, offer for sale or distribute any Gift Card to or through any Distribution Partner other than through Blackhawk in accordance with the terms and conditions of the Agreement. For purposes of this Section 1.7 only, “Distribution Partner” shall mean only those Distribution Partners listed in Exhibit E. If a retailer not listed in Exhibit E becomes a Distribution Partner, Blackhawk may notify Content Provider in writing or via e-mail, and upon Content Provider’s receipt of Blackhawk’s notification and written agreement (via email) by the Content Provider approving same as a new Distribution Partner, the new Distribution Partner will be deemed added to Exhibit E. Likewise, if a Distribution Partner listed in Exhibit E ceases to be a Distribution Partner, then Blackhawk shall notify Content Provider in writing or via e-mail, and the former Distribution Partner will be deemed deleted from Exhibit E as of the date the former Distribution Partner ceased to be a Distribution Partner.”
3. “8th Floor Suite #801” in Section 4 of the Agreement is replaced with “14th Floor, Suite 1420”.
4. The Parties agree that there has been no expiration of the Term nor gap in the enforceability of the Agreement, and the Agreement is deemed to have remained in full force and effect from the Effective Date through the Fifth Amendment Effective Date.

5. Section X of Exhibit A to the Agreement is hereby deleted and replaced with the following:

“The term of this Agreement shall commence on the Effective Date and shall continue until December 15, 2025 (the “Term”) unless terminated earlier in accordance with this Agreement.

6. A new Part D is added to Exhibit B to the Agreement as follows:

“D. For Sales of Electronic (Intangible) Gift Cards through Brick-and-Mortar Distribution Partner Stores

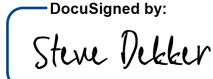
Distribution Partner Store will display placards, chits, backer tags, signage or other designs containing a QR code that, when scanned by a mobile device, will allow the customer to obtain a bar code displayed on their mobile device for an electronic Gift Card. At point of sale, the Distribution Partner Store personnel shall scan the bar code (by UPC scanner or other technology approved by Blackhawk) thereby registering an electronic Gift Card sale and triggering notification of the sale of such electronic Gift Card to the Processor or Retailer, as applicable. Processor or Retailer (as applicable) shall send an acknowledgement to Distribution Partner Store, signifying that such electronic Gift Card has been (or within 24 hours will be) Activated. Thereafter, the Distribution Partner Store checker will give the customer a transaction receipt and the customer’s Activated electronic Gift Card will be displayed on customer’s mobile device, and, if applicable, the Activated electronic Gift Card may also be delivered to the customer by email as follows: Blackhawk will send the customer or its designated recipient an email containing a “get code” link to view the Activated electronic Gift Card. Any step in this Gift Card Activation process may be handled via Blackhawk or a third party, depending on the circumstances.”

7. This Fifth Amendment may be executed in counterparts, which execution may be by facsimile or digitally, each of which shall be an original, but all of which shall constitute one, and the same, document

8. Except as set forth above, all terms and provisions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by and through their respective duly authorized representatives, have executed this Fifth Amendment as of the Fifth Amendment Effective Date.

**BLACKHAWK NETWORK (CANADA)
LTD.**

Per 
375F08EGEE824E9...
Name: Steve Dekker
Title: President

**MASTERMIND L.P., by its general partner
MASTERMIND GP INC.**


Per 
14CE222B2E31430...
Name: Susan Anderson
Title: VP Marketing and Brand

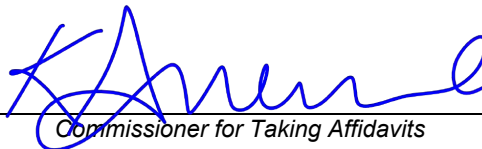
Exhibit E

Blackhawk Distribution Partners

Calgary Co-Operative
Canadian Tire
Country Grocer
Dollarama
Drug Trading
Family Foods
Federated Co-op
Freson Bros.
Home Depot
Imperial Distributors
Loblaws
Loblaws Independents
Lowes/Rona/Réno-Dépôt
McKesson – Rexall
Overwaitea Food Group
Payment Source Independents
Pharmachoice
Shoppers Drug Mart
Sobeys Capital Incorporated
Staples
The Grocery People

TAB D

This is Exhibit "D" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE

DRAFT

Mastermind LP
Financial Statements
December 31, 2022
(in Canadian dollars)

Mastermind LP
Balance Sheet
As at December 31, 2022

DRAFT

(in Canadian dollars)

	Note	2022	2021
		\$	\$
Assets			
Current assets			
Cash		7,729,816	11,080,544
Accounts receivable		1,895,526	978,516
Inventories	2	23,255,257	16,984,868
Prepaid expenses and sundry assets		1,765,619	2,593,895
		<u>34,646,218</u>	<u>31,637,823</u>
Property, plant and equipment	4	8,258,843	9,956,619
Intangible assets	5	6,778,895	7,029,950
Goodwill	5	11,664,177	11,664,177
		<u>61,348,133</u>	<u>60,288,569</u>
Liabilities			
Current liabilities			
Accounts payable and accrued liabilities	6	25,006,460	19,453,037
Deferred revenue	7	5,287,005	4,157,307
BHEP promissory note	8	1,555,226	1,440,422
		<u>31,848,691</u>	<u>25,050,766</u>
Other long-term liabilities		<u>8,201,774</u>	<u>4,908,937</u>
		40,050,465	29,959,703
Partners' Equity			
Partners' capital and deficit	9	21,297,668	30,328,866
		<u>61,348,133</u>	<u>60,288,569</u>
Commitments	10		

Approved on Behalf of the Partnership

 Partner

 Partner

The accompanying notes are an integral part of these financial statements.

FOR DISCUSSION WITH MANAGEMENT ONLY – SUBJECT TO AMENDMENT - NOT TO BE FURTHER COMMUNICATED

Statement of Operations and Retained Earnings

For the year ended December 31, 2022

(in Canadian dollars)

	Note	2022 \$	2021 \$
Sales		129,592,410	143,442,643
Cost of merchandise sold	2	72,559,138	77,579,976
Gross profit		57,033,272	65,862,667
Selling, general and administration expenses		61,021,346	59,245,106
(Loss) income before the undernoted		(3,988,074)	6,617,561
Other income (expense)			
Interest and other income	4	16,491	14,321
Other expenses	13	(247,064)	(498,975)
Management fees	3	(250,000)	(250,000)
Interest expense	8	(867,500)	(485,345)
Amortization		(3,695,051)	(4,125,108)
		(5,043,124)	(5,345,107)
Net (loss) income for the year		(9,031,198)	1,272,454
Partners' capital – Beginning of year		30,328,866	29,056,412
Partners' capital – End of year		21,297,668	30,328,866

The accompanying notes are an integral part of these financial statements.

Statement of Cash Flows

For the year ended December 31, 2022

(in Canadian dollars)

	2022 \$	2021 \$
Cash provided by (used in)		
Operating activities		
Net (loss) income for the year	(9,031,198)	1,272,454
Items not affecting cash		
Amortization of property and equipment	3,024,629	3,345,558
Amortization of intangible assets	670,422	779,550
Amortization of tenant inducements	(508,416)	(577,449)
Proceeds from (repayments of) tenant inducements	-	(35,197)
Straight-line rent	(205,218)	(62,620)
Interest accretion on asset retirement obligation	10,509	12,679
	(6,039,272)	4,734,975
Changes in non-cash working capital items		
Accounts receivable	(890,009)	396,694
Inventories	(6,270,389)	579,698
Prepaid expenses and sundry assets	828,276	(745,161)
Accounts payable and accrued liabilities	5,553,423	(153,203)
Deferred revenue	1,129,698	(260,397)
	(5,688,273)	4,552,606
Investing activities		
Purchases of property and equipment	(1,330,891)	(571,927)
Purchases of computer software	(419,368)	(548,021)
	(1,750,259)	(1,119,948)
Financing activities		
BHEP promissory note	8 114,804	125,000
Due from related parties	3 (27,000)	(27,000)
BCAP Loan	4,000,000	-
	4,087,804	98,000
Increase (decrease) in cash during the year	(3,350,728)	3,530,658
Cash – Beginning of year	11,080,544	7,549,886
Cash - End of year	7,729,816	11,080,544

The accompanying notes are an integral part of these financial statements.

(in Canadian dollars)

1. Operations

Mastermind LP (the Partnership) is a limited liability partnership constituted on October 25, 2010 under the laws of the Province of Ontario, with nominal capital, in which Mastermind GP Inc. is the General Partner. On November 9, 2010, the Partnership acquired the net assets of Mastermind Educational Technologies Inc.

The accompanying financial statements of Mastermind LP, an unincorporated entity, reflect only the assets, liabilities and results of operations of the Partnership. They do not include any other assets, liabilities, revenue or expenses of the partners. No provision has been made in the financial statements for interest on capital, fees or salaries to the partners unless otherwise noted. These financial statements do not provide for income taxes as they are the responsibility of the partners.

After the World Health Organization declared COVID-19 a global pandemic on March 11, 2020, governments declared states of emergency and imposed restrictions such as closures and social distancing measures, adversely impacting the Partnership's retail operations, distribution centre and corporate office operations. The Partnership continued to implement several measures to protect the health and safety of its customers and employees and to ensure business continuity, which included:

- the closure of the corporate office to non-essential visitors and the implementation of a remote work program to maintain operations;
- enhanced health and safety procedures and the purchase of personal protective equipment to safeguard e-commerce and distribution centre employees;
- the redeployment of resources to its online channel to optimize the e-commerce business; and
- the requirement that all distribution centre and corporate office employees working on-site provide proof of vaccination or otherwise undergo twice weekly rapid (antigen) testing before entering the premises.

In response to COVID-19, to preserve cash and manage liquidity risk, the Partnership:

- accessed government support programs for COVID-19, including the Canada Emergency Wage Subsidy; and
- continues to manage closely non-essential expenses and capital expenditures.

2. Summary of significant accounting policies

Basis of preparation

These financial statements have been prepared in accordance with Canadian accounting standards for private enterprises and reflect the following accounting principles.

Use of estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the balance sheet date and the reported amounts of revenue and expenses during the reporting period. Significant areas subject to estimates and assumptions include the fair value allocation of net assets acquired, the recoverability of property and equipment, the recognition of asset retirement obligations, the valuation of inventories, goodwill and intangible assets and the recognition of breakage on gift cards and credit notes. Actual results could differ from those estimates.

Inventories

Inventories are valued at the lower of cost (determined on a first-in, first-out basis) and net realizable value. Trade discounts and volume rebates earned are deducted in determining the cost of inventory purchases.

The amount of inventory recognized as an expense through cost of merchandise sold during the year is \$71,154,067 (2021 – \$76,494,492).

Property, plant and equipment

Property and equipment are recorded at cost less accumulated amortization and any impairment loss. Amortization is provided annually on a basis designed to amortize the assets over their estimated useful lives as follows:

(in Canadian dollars)

Leasehold improvements	straight-line over the term of the lease
Furniture and fixtures	5 years straight-line
Computer equipment	3 years straight-line

Intangible assets

Intangible assets, other than goodwill, are assets that lack physical substance and that meet the specified criteria for recognition. Intangible assets include the Mastermind corporate brand. The corporate brand is not amortized as it has an indefinite life and management's strategy is to continue to use and invest in the brand indefinitely.

Management reviews the carrying value of its intangible assets annually, or more frequently if events or changes in circumstances indicate the asset might be impaired. Intangible assets will be written down if the carrying amount of the asset exceeds its fair value.

Intangible assets also include computer software, which is amortized over its expected useful life of three years.

Goodwill

Goodwill is the residual amount that results when the purchase price of an acquired business exceeds the sum of the amounts allocated to the assets acquired less liabilities assumed, based on their fair values. Goodwill is allocated as of the date of the business combination to the reporting unit that is expected to benefit from the synergies of the business combination. The Partnership has only one reporting unit.

Goodwill is not amortized and management tests goodwill for impairment annually or more frequently if events or changes in circumstances indicate the asset might be impaired. Goodwill is written down when the carrying value exceeds fair value. The determination of fair value requires management to exercise judgment in making assumptions about forecast future results, including cash flow projections and discounts. The impairment loss, however, cannot exceed the carrying amount of goodwill. Impairment charges for goodwill cannot be reversed.

Revenue recognition

For retail operations, revenue is recognized at point-of-sale by way of cash or approved payment card. Refunds and credit notes are recorded when issued.

Revenue from web store operations is recognized upon delivery to the customer.

The Partnership sells gift cards to customers, at which time a deferred revenue liability is established for the gift card's cash value. The liability is relieved and a sale is recorded on redemption by the customer. Over time, some portion of these gift cards is not redeemed (breakage). Breakage income for gift cards is determined based on historical redemption patterns when it can be determined that the likelihood of redemption is remote.

Financial instruments

The Partnership initially measures its financial assets and financial liabilities at fair value, except for non-arm's length transactions. Amortization is recorded on a straight-line basis. Subsequent to initial recognition, the Partnership's financial instruments, which include, cash, accounts receivable, accounts payable and accrued liabilities, the BHEP promissory notes and the BCAP facility are recorded at amortized cost.

Financial instruments measured at amortized cost are tested for impairment at the end of each reporting period when there are indicators the assets may be impaired. When events occurring after the impairment confirm a reversal is necessary, the reversal is recognized in net loss up to the amount of the previously recognized impairment.

Valuation of long-lived assets

Long-lived assets, including property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. The carrying value of a long-lived asset is considered impaired when the undiscounted cash flow from its use is estimated to be less than its carrying value. In that event, a loss is recognized based on the amount by which the carrying value of the long-lived asset exceeds its fair value.

Other long-term liabilities

Included in other long-term liabilities are tenant inducements and asset retirement obligations.

(in Canadian dollars)**Tenant inducements**

Scheduled rent increases are recognized in rent expense over the term of the related leases on a straight-line basis.

Lease inducements, including rent-free periods and the reimbursement of costs incurred by the Partnership for leasehold improvements, are deferred and recorded as a reduction of rent expense over the term of the related leases on a straight-line basis. The unamortized portion of rent inducements and the difference between the straight-line rent expense and the payments, as stipulated under the lease agreement, are recorded on the balance sheet through other long-term liabilities.

Asset retirement obligations

The asset retirement obligation represents the obligation associated with bringing the Partnership's leased properties back to their original state.

Operating leases

Leases not meeting the criteria to be capitalized are accounted for as operating leases with payments being expensed as incurred.

Government assistance

The Partnership recognizes grants when there is reasonable assurance that it will comply with the conditions required to qualify for the grant and the grant will be received. The Partnership recognizes government grants as reductions to selling, general and administration expenses.

Stock-based compensation

The General Partner, through its Mastermind (Newco) Inc. subsidiary, has issued stock options to certain directors and employees of the Partnership. The fair value of awards granted under the plan is measured at the date of grant using the Black-Scholes option pricing model. Compensation expense is recognized over the award's vesting period, based on the number of awards expected to vest, with the offset credited to partners' equity.

3. Related party transactions

During the year, the Partnership recognized management fees of \$250,000 (2021 – \$250,000) payable to Birch Hill Equity Partners Management Inc. (BHEPMI), a corporation related to some of the partners of the Partnership. These fees were incurred in the normal course of operations and have been committed to by the parties as an annual payment until such time as BHEPMI cancels the agreement or the partnership completes an initial public offering. Of the amount charged, \$250,000 is recorded in accounts payable and accrued liabilities.

The above transactions with related parties have all been recorded at the exchange amount, which is the agreed upon value between the two parties.

Stock option plan

Vesting of the stock-based awards is contingent upon the completion of certain vesting events. These vesting events include the sale of all or substantially all of the units or assets of the Partnership, or an initial public offering of the Partnership's units (a liquidity event). The settlement amounts of the stock options are based on the sales transaction proceeds. Upon the occurrence of a liquidity event, and at the discretion of the General Partner, the awards shall be settled through the conversion of Class A units of the Partnership.

The Partnership has not recognized any stock-based compensation expense for the year ended December 31, 2022 (2021 – \$nil), given that the vesting conditions are uncertain as at December 31, 2022 and the settlement mechanism in respect of these options resides at the General Partner level.

(in Canadian dollars)

4. Property, plant and equipment

			2022	2021
	Cost	Accumulated amortization	Net	Net
	\$	\$	\$	\$
Leasehold improvements	29,340,708	22,128,720	7,211,988	9,216,774
Furniture and fixtures	6,328,967	6,068,947	260,020	540,523
Computer equipment	3,030,363	2,243,528	786,835	199,322
	<u>38,700,038</u>	<u>30,441,195</u>	<u>8,258,843</u>	<u>9,956,619</u>

The Partnership has recorded an asset retirement obligation of \$372,203 (2021 – \$365,731) associated with bringing its leased properties back to their original state.

Included in interest and other income on the statement of operations and partners' capital is \$10,509 (2021 – \$12,679) reflecting accreted interest on the asset retirement obligation.

5. Intangible assets and goodwill

	Cost	Accumulated amortization	2022	2021
	\$	\$	\$	\$
Brand	6,000,000	-	6,000,000	6,000,000
Computer software	7,577,912	6,799,017	778,895	1,029,950
	<u>13,577,912</u>	<u>6,799,017</u>	<u>6,778,895</u>	<u>7,029,950</u>

Goodwill of \$11,664,177 (2021 – \$11,664,177) has been allocated to the overall reporting unit of the Partnership.

6. Accounts payable and accrued liabilities

Included in accounts payable and accrued liabilities is \$2,417,300 (2021 – \$2,011,386) of government remittances payable.

7. Deferred revenue

	2022	2021
	\$	\$
Gift cards	5,163,707	4,157,307
Undelivered Web sales	123,298	-
	<u>5,287,005</u>	<u>4,157,307</u>

(in Canadian dollars)

8. Credit facility and promissory note

On July 23, 2021, the Partnership entered into an amended credit agreement to increase the total draw limit to \$36,250,000. The credit facility is available to the Partnership until July 25, 2024, after which time all amounts borrowed under the facility are due.

The credit agreement consists of an ABL and a Business Credit Availability Program (BCAP) revolving credit facility. The credit agreement has a term of three years.

The ABL can be drawn to the lesser of: (i) \$30,000,000; and (ii) the aggregate amount of a percentage of eligible inventory and a percentage of eligible accounts receivable, less reserves. The ABL incurs interest at the prime rate plus 0.75% payable monthly. The Partnership drew on the ABL during the year. As at December 31, 2022, the ABL was fully repaid. The ABL availability as at December 31, 2022 was \$12,177,111 (2021 – \$7,150,693).

The BCAP revolving credit facility is in the amount of \$6,250,000. The interest on the BCAP facility is prime rate plus 1.25%. The Partnership drew on the BCAP facility during the year. As at December 31, 2022, the balance owed on the BCAP facility was \$4,000,000 (2021 – \$nil). Monthly interest payments are required, however, provided that the Partnership is within its overall borrowing base, no principal repayments are required.

There is a covenant relating to the minimum year-to-date fixed charge coverage ratio that is required to be maintained at the end of each month by the Partnership. Subsequent to year end and during the year, the Partnership was in breach with this covenant.

There are certain financial and non-financial covenants in place with the ABL and the BCAP revolving credit facility. As at December 31, 2022 and during the year, the Partnership was in breach with its covenants.

Also, on June 11, 2020, the Partnership issued promissory notes to related parties, through their holding of the Partnership's LP units, specifically Birch Hill Equity Partners (US) IV, LP, Birch Hill Equity Partners (Entrepreneurs) IV, LP and Birch Hill Equity Partners IV, LP. The aggregate principal of these promissory notes is \$1,250,000, to be paid on the earlier of: (i) demand; and (ii) February 28, 2022. The promissory notes were not repaid on February 28, 2022, and are now due on demand. The interest on the promissory notes is 10% per annum, payable on December 31 of each year. The interest owing may be paid in cash by the partnership or in kind by the issuance of demand non-interest-bearing promissory notes.

The Partnership incurred interest charges and fees of \$867,500 (2021- \$485,345).

9. Partners' capital

Authorized

Unlimited Class A limited partnership units
Unlimited Class B limited partnership units
Unlimited Class C limited partnership units
Unlimited General Partner units

(in Canadian dollars)

Issued and outstanding

	2022	2021
	\$	\$
Class A limited partnership units (2021 – 39,257,802)	44,752,978	44,752,978
Non-cash considerations		
Myhan Inc. preferred shares	(50,000)	(50,000)
2458684 Ontario Inc. preferred shares	(150,000)	(150,000)
RDJCO Inc. preferred shares	(100,000)	(100,000)
2596788 Ontario Inc. preferred shares	(100,000)	(100,000)
2596648 Ontario Inc. preferred shares	(50,000)	(50,000)
Total non-cash considerations	(450,000)	(450,000)
100 Class B limited partnership units	100	100
1 Class C limited partnership unit	1	1
1 General Partner unit	1	1
	102	102
	44,303,080	44,303,080

The Class A units, which are held by various investors, are voting and share in distributions from the Partnership, whether of net income (loss), taxable income (loss), net realized capital gains or other amounts, in accordance with the Partnership agreement. These units are also entitled to share equally in the net assets of the Partnership in the event of its termination or winding up, after the resolution of debts and liabilities of the Partnership, contingent liabilities and subject to a Special Distribution to the Class B unitholder.

The Class B units and the General Partner unit are held by the General Partner. These units are voting and also share in distributions from the Partnership, whether of net income (loss), taxable income (loss), net realized capital gains or other amounts, in accordance with the Partnership agreement. These units are also entitled to a Special Distribution of the net assets of the Partnership in the event of its termination or winding up, after the resolution of debts and liabilities of the Partnership, and any contingent liabilities.

The Class C unit is held by Mastermind (Newco) Inc., a subsidiary of the General Partner. This unit is voting but will only have the right to receive a Special Distribution of the net assets of the Partnership in the event of its termination or winding up, after the resolution of debts and liabilities of the Partnership, and any contingent liabilities. The Class C unit was issued in return for a note, which has been included in accounts receivable.

All classes of limited partnership units are transferable, subject to certain restrictions.

Distributions

Distributions of cash and other assets of the Partnership are made in accordance with the Partnership agreement.

The General Partner may, at any time, in its sole discretion, reinvest into the Partnership cash generated by the Partnership. All distributions of the Partnership, other than Special Distributions, are allocated to the partners in proportion to the number of units held by each partner at the end of the fiscal year. The Class B and Class C unitholders shall be entitled to a Special Distribution in the event of an exit, as defined in the Partnership agreement.

(in Canadian dollars)

10. Commitments**Commitments**

The Partnership is committed to various leases for its premises, which expire at various times. Minimum annual rentals (exclusive of the requirement to pay taxes, insurance and maintenance costs) for each of the next five years and thereafter are as follows:

	\$
2023	9,556,694
2024	8,359,537
2025	6,949,149
2026	5,323,534
2027	3,436,235
Thereafter	1,909,131
	<u>35,534,280</u>

11. Risk management**Financial risk management**

In the normal course of business, the Partnership is exposed to a number of financial risks that can affect its operating performance: credit risk, liquidity risk, market risk and capital risk. The Partnership's overall risk management program and prudent business practices seek to minimize any potential adverse effects on the Partnership's financial performance. The Partnership's financial instruments expose it to a variety of financial risks.

Liquidity risk

Liquidity risk is the risk the Partnership will not be able to meet its financial obligations as they fall due. The Partnership is exposed to this risk mainly in respect of its credit agreement as described in Note 8, accounts payable and accrued liabilities, and the demand promissory notes as described in Note 8.

As at December 31, 2022, the Partnership was not in compliance with the financial covenants included in its credit arrangement. The Company and the bank amended the banking agreement altering various financial and non-financial covenants for fiscal periods beyond December 31, 2022. **Disclosure is pending finalization of discussions with the bank.**

The Partnership has a committed plan for growth, cost reduction and cash improvement realized through a number of initiatives that are currently being undertaken to increase revenue and reduce cost. The Partnership has access to draw on the credit facility to manage its cash flows, provided it remains on-side of a monthly minimum fixed charge coverage ratio covenant, among other covenants. The Partnership's ability to continue business and maintain compliance with these covenants is dependent upon management achieving its plans.

Credit risk

Credit risk arises from deposits with banks and balances due from customers. All deposits are held at banks possessing sound credit ratings. As at December 31, 2022, \$nil (2021 – \$nil) accounts receivable balances were considered impaired or past due.

Market risk

A portion of the Partnership's purchases is denominated in US currency and, to a lesser extent, other foreign currencies. Accounts payable and accrued liabilities as at December 31, 2022 include a total of US\$1,760,395 (2021 – US\$567,052). There is no currency hedging program currently in place due to the relatively short time frame for settlement of these balances. A 10% change in the US dollar/CA dollar exchange rate on the net December 31, 2022 balances would have had a \$246,455 (2021 – \$74,851) impact on net income / loss.

(in Canadian dollars)

Capital risk

Partners' equity is managed as the capital of the Partnership. The Partnership's objective when managing capital is to safeguard its ability to continue as a going concern in order to provide returns for unitholders and to maintain an optimal structure to minimize the cost of capital. In order to maintain or adjust the capital structure, the Partnership may issue new units.

12. Canada Emergency Wage Subsidy (CEWS)

On April 11, 2020, the Canadian government launched the Canada Emergency Wage Subsidy (CEWS), an emergency economic relief program to lessen the financial fallout on Canadian businesses from the effects of COVID-19.

The Partnership has recognized CEWS subsidy income of \$nil (2021 – \$797,374) in the statement of operations and partners' capital for the year ended December 31, 2022. These benefits are not repayable.

13. Other expenses

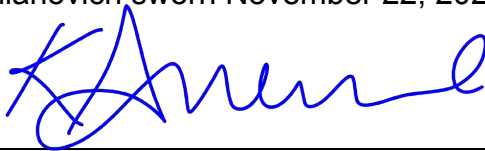
The Partnership classifies certain unusual or non-recurring costs as other expenses. For the year ended December 31, 2022, the Partnership incurred \$nil (2021 – \$nil) in restructuring expenses, \$231,996 (2021 – \$408,443) in professional fees and other expenses not related to the Partnership's ongoing operations and \$15,069 (2021 – \$90,532) in COVID-19 personal protective equipment expenses.

14. Comparative figures

Certain comparative figures have been reclassified to conform to the current year's financial statement presentation.

TAB E

This is Exhibit "E" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.

A handwritten signature in blue ink, appearing to read "Kristine Spence", written over a horizontal line.

Commissioner for Taking Affidavits

KRISTINE SPENCE

CREDIT AGREEMENT

dated as of

October 24, 2014

among

MASTERMIND LP

as Borrower

MASTERMIND GP INC.

as Guarantor

and

THE LENDERS FROM TIME TO TIME PARTIES HERETO

as Lenders

and

CANADIAN IMPERIAL BANK OF COMMERCE

as Agent

CREDIT AGREEMENT

THIS CREDIT AGREEMENT is dated as of October 24, 2014 and is entered into among Mastermind LP, as Borrower and Mastermind GP Inc., as Guarantor, the Lenders from time to time parties hereto, as Lenders, and Canadian Imperial Bank of Commerce, as Agent.

RECITALS

- A. The Lenders have agreed to provide certain credit facilities to the Borrower.
- B. The Guarantors have agreed to guarantee the obligations of the Borrower in connection herewith.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms.

As used in this Agreement, the following terms have the meanings specified below:

“Acceptable Bailee Letter” means, in respect of each bailee, a bailee letter substantially in the form of Exhibit D or otherwise satisfactory to the Agent in its Permitted Discretion executed by the relevant bailee.

“Acceptable Landlord Waiver” means, in respect of each premises, a landlord waiver substantially in the form of Exhibit C or otherwise satisfactory to the Agent in its Permitted Discretion executed by the landlord of the relevant premises.

“Acquisition” means any transaction, or any series of related transactions, consummated after the Effective Date, by which any Credit Party, directly or indirectly, by means of a take-over bid, tender offer, amalgamation, merger, purchase of assets or otherwise (a) acquires any business or all or substantially all of the assets of any Person engaged in any business, (b) acquires control of securities of a Person engaged in a business representing more than 50% of the ordinary voting power for the election of directors or other governing position if the business affairs of such Person are managed by a board of directors or other governing body, (c) acquires control of more than 50% of the ownership interest in any Person engaged in any business that is not managed by a board of directors or other governing body, or (d) otherwise acquires Control of a Person engaged in a business.

“Action Request” means any request received by any Credit Party or any of its Subsidiaries from any Governmental Authority under any Environmental Law whereby such Governmental Authority requests that it take action or steps or do acts or things in respect of any property or assets in the charge, management or control of such Credit Party to remediate a matter which is not or is alleged not to be in compliance with all Environmental Laws.

“Additional Compensation” has the meaning set out in Section 2.11(b).

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Agent.

“Affiliate” means, (a) any Person which, directly or indirectly, Controls, is Controlled by or is under common Control with any other Person; (b) any Person which beneficially owns or holds, directly or indirectly, 50% or more of any class of voting stock or equity interest (including partnership interests) of any other Person; (c) any Person, 50% or more of any class of the voting stock (or if such Person is not a corporation, 50% or more of the equity interest, including partnership interests) of which is beneficially owned or held, directly or indirectly, by any other Person; or (d) any Person related within the meaning of the ITA to any such Person and includes any “Affiliate” within the meaning specified in the *Canada Business Corporations Act* on the date hereof.

“Agent” means Canadian Imperial Bank of Commerce, in its capacity as administrative agent for the Lenders hereunder, or any successor Agent appointed pursuant to Section 8.9.

“Agreement” means this credit agreement and the schedules and exhibits hereto and any amendments, restatements, supplements or other modifications to this credit agreement or the schedules or exhibits made at any time and from time to time.

“Applicable Law” means all federal, provincial, municipal, foreign and international statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, including general principles of common and civil law and equity, and all policies, practices and guidelines of any Governmental Authority binding on or affecting the Person referred to in the context in which such word is used (including, in the case of tax matters, any accepted practice or application or official interpretation of any relevant taxation authority).

“Applicable Margin” means, with respect to any Loan, the applicable rate per annum, expressed as a percentage, set forth in the relevant column of the table below:

	Canadian Prime Loan or Base Rate Loan Applicable Margin
Revolving Credit	0.50%
Term Credit	2.00%

“Applicable Percentage” means with respect to any Lender, the percentage of the total Commitments (to make Revolving Loans or Term Loans, as applicable) represented by such Lender’s Commitment (to make Revolving Loans or Term Loans, as applicable). If any Commitments have terminated or expired, the Applicable Percentages in respect of the terminated or expired Commitments shall be determined based upon the relevant Commitments most recently in effect (*i.e.*, prior to their termination or expiry), giving effect to any assignments.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.4), and accepted by the Agent, in the form of Exhibit E or any other form approved by the Agent.

“Authorization” means, with respect to any Person, any authorization, order, permit, approval, grant, licence, consent, right, franchise, privilege, certificate, judgment, writ, injunction,

award, determination, direction, decree, by-law, rule or regulation of any Governmental Authority having jurisdiction over such Person, whether or not having the force of Law.

“Availability Reserves” means, as of any date of determination and without duplication, such amounts as the Agent may from time to time establish and revise in its Permitted Discretion reducing the Borrowing Base which would otherwise be available to the Borrower under the lending formulas provided for herein (a) to reflect criteria, events, conditions, contingencies or risks which, as determined by the Agent Permitted Discretion, do or may affect either (i) any component of the Borrowing Base or its value, (ii) the assets, business, operations, industry, financial performance, financial condition or prospects of the Credit Parties, or (iii) the security interests and other rights of the Agent in the Collateral (including the enforceability, perfection and priority thereof, or the realization thereon), or (b) to reflect the Agent’s reasonable and good faith belief that any collateral report or financial information furnished by or on behalf of the Borrower to the Agent is or may have been incomplete, inaccurate or misleading, or (c) in respect of any state of facts which the Agent acting reasonably and in good faith determines constitutes a Default or an Event of Default. Without limiting the foregoing, the Agent, Permitted Discretion, may establish and/or increase Availability Reserves (but without duplication) in respect of: (a) (i) rental payments or similar charges for any of the leased premises of any Credit Party or other collateral locations for which the relevant Credit Party has not delivered to the Agent a landlord’s waiver or bailee’s letter substantially in the form attached hereto as Exhibits C and D, respectively, provided however that the Agent shall impose no such reserves should there exist no Default or Event of Default and provided further that no such rent reserve shall exceed three months’ rent plus (ii) any other fees or charges owing by any Credit Party to any applicable warehousemen or third party processor (all as determined by the Agent in its reasonable and good faith business judgement), (b) any reserve established by the Agent on account of statutory claims, deemed trusts, or inventory subject to rights of suppliers under Section 81.1 of the BIA (generally known as the “30-day goods” rule) or similar rights of reclamation under Section 81.2 of the BIA, or under any other Applicable Law, (c) liabilities of any Credit Party under any Blocked Account Agreement, (d) employee or employee benefit related liabilities and any other claims which may have priority over the claims of the Agent and the Lenders, excluding Priority Payables, (e) liabilities arising under or in respect of any Pension Plan which, if not paid, could result in a Lien on any of the assets of any Credit Party which Lien could reasonably be expected to have priority over or rank *pari passu* with the Lien of the Agent, (f) claims by Her Majesty in Right of Canada made pursuant to Section 224(1.2) or 224(1.3) of the ITA, (g) claims pursuant to any provision of the *Canada Pension Plan* or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution (as defined in the *Canada Pension Plan*), or employee’s premium or employer’s premium (as defined in the *Employment Insurance Act* (Canada)), or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts in each case, which claims could reasonably be expected to have priority over or rank *pari passu* with the Lien of the Agent, (h) claims pursuant to any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA or is of the same nature as a contribution under the *Canada Pension Plan* if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a “provincial pension plan” as defined in that subsection which claims could reasonably be expected to have priority over or rank *pari passu* with the Lien of the Agent, (i) Cash Management Reserves, (j) Bank Product Reserves, (k) royalties payable to Persons who are not Credit Parties in respect of licensed merchandise forming part of the Collateral, and (m) and such other reserves as the Agent may at any time or times deem necessary in its Permitted Discretion as a result of (x) negative forecasts and/or trends in the Borrower’s business, operations, industry, prospects, profits, operations or financial condition or assets or (y) other issues, circumstances or facts that could otherwise negatively impact the

Borrower, its business, operations, industry, prospects, profits, operations or financial condition or assets.

“Average Excess Availability” means, for any period, an amount equal to (a) the aggregate sum of Excess Availability at the end of each day occurring during such period, divided by (b) the number of days in such period.

“Bank Product Reserves” means such reserves as the Agent may from time to time determine in its Permitted Discretion as being appropriate to reflect the liabilities and obligations of the Credit Parties with respect to Bank Products then provided or outstanding; provided that in the event that any counterparty to a Swap Transaction requires that the Credit Parties provide cash collateral to secure such Swap Transaction, the amount of the Bank Product Reserve imposed by the Agent with respect to such Swap Transaction shall take into consideration the amount of such cash collateral.

“Bank Products” means any services or facilities provided to any Credit Party by any Lender or any of its Affiliates on account of (a) each Swap Transaction that is entered into after the Effective Date with any counterparty that is a Credit Party at the time such Swap Transaction is entered into, (b) leasing (but only to the extent that the Borrower and the Credit Party furnishing such lease notify the Agent in writing that such leases are to be deemed Bank Products hereunder), and (c) factoring arrangements, but excluding Cash Management Services.

“Base Rate” means, on any day, the annual rate of interest equal to the greater of (i) the annual rate of interest announced from time to time by CIBC and in effect as its base rate at its principal office in Toronto, Ontario on such day for determining interest rates on U.S. Dollar-denominated commercial loans made in Canada, and (ii) the Federal Funds Effective Rate plus 1.00%. The Base Rate is a rate set by CIBC based upon various factors including CIBC’s cost and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans; however, CIBC may price loans at, above or below such announced rate.

“Base Rate Borrowing” means a Borrowing comprised of one or more Base Rate Loans.

“Base Rate Loan” means a Loan denominated in U.S. Dollars made by the Lenders to the Borrower hereunder pursuant to a drawdown, rollover or conversion of a Loan on which interest is payable upon the Base Rate.

“BIA” means the *Bankruptcy and Insolvency Act* (Canada), as amended from time to time (or any successor statute).

“Blocked Account Agreement” has the meaning set out in Section 2.17(c).

“Blocked Accounts” has the meaning set out in Section 2.17(c).

“Borrower” means Mastermind LP, an Ontario limited partnership.

“Borrowing” means any availing of the Credit, which includes a Loan and the issuance of a Letter of Credit in accordance with Section 2.18, and a Borrowing includes a rollover or conversion of any outstanding Loan and the provision of any Loan as required for the Agent to honour any obligations pursuant to any Letter of Credit or F/X Contract.

“Borrowing Base” means, at any time, an amount (which may not be less than zero) equal to the sum of:

- (i) up to 90% of the aggregate amount of all Eligible Accounts ,
- (ii) plus, up to 90% of the appraised net orderly liquidation value of all Eligible Inventory,
- (iii) minus, an amount equal to all Priority Payables,
- (iv) minus, an amount equal to all other Availability Reserves.

provided that (y) the amount included in the Borrowing Base on account of Eligible In-Transit Inventory shall not exceed \$2,000,000.

“Borrowing Base Report” means the report of the Borrower concerning the amount of the Borrowing Base, to be delivered pursuant to Section 5.1, substantially in the form attached as Exhibit A.

“Borrowing Request” means a request by the Borrower for a Borrowing substantially in the form of Exhibit B.

“Business Day” means any day that is not (i) a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario are authorized or required by Applicable Law to remain closed, and (ii) in the case of any U.S. Dollar-denominated Borrowing, any other day on which commercial banks in New York, New York are authorized or required by Applicable Law to remain closed.

“Canadian \$ Equivalent” means, on any day, the amount of Canadian Dollars that the Agent could purchase, in accordance with its normal practice, with a specified amount of another currency based on the spot rate at which Canadian Dollars are offered at the start of such day by CIBC in Toronto, Ontario.

“Canadian Dollars”, “Cdn.\$” and “\$” refer to lawful money of Canada.

“Canadian Prime Borrowing” means a Borrowing comprised of one or more Canadian Prime Loans.

“Canadian Prime Loan” means a Loan denominated in Canadian Dollars made by the Lenders to the Borrower hereunder pursuant to a drawdown, rollover or conversion of a Loan which bears interest at a rate based upon the Canadian Prime Rate.

“Canadian Prime Rate” means, the rate of interest equal to the greater of (i) the annual rate of interest publicly announced from time to time by CIBC as its reference rate of interest for loans made in Canadian Dollars to Canadian customers and designated as its “prime” rate, and (ii) the 30-day CDOR Rate plus 1.00%. The Canadian Prime Rate is a rate set by CIBC based upon various factors including CIBC’s costs and desired return, general economic conditions and other factors and is used as a reference point for pricing some loans. However, CIBC may price loans at, above or below such announced rate.

“Capital Expenditures” means, in respect of any Person, expenditures made by such Person for the purchase, lease or acquisition of assets (other than current assets) required to be capitalized for financial reporting purposes in accordance with GAAP.

“Capital Lease” means any lease of Property that, in accordance with GAAP, is required to be capitalized on the consolidated balance sheet of the Credit Parties.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as Capital Leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Cash Management Obligations” means obligations of any Credit Party to the Agent or a Lender in respect of any Cash Management Services.

“Cash Management Provider” means any Lender in its capacity as a provider of Cash Management Services. For the avoidance of doubt, a Person that ceases to be a Lender shall cease to be a Cash Management Provider.

“Cash Management Reserves” means such reserves as the Agent, from time to time, determines in its Permitted Discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Credit Parties with respect to Cash Management Services then provided or outstanding.

“Cash Management Services” means any one or more of the following types of services or facilities provided to any Credit Party by a Lender or any of its Affiliates: (a) cash management services, including controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (b) credit card processing services, (c) credit or debit cards, and (d) purchase cards (but only to the extent that, prior to the occurrence and continuance of any Default or Event of Default, the Borrower and the Credit Party issuing such purchase cards notify the Agent in writing that such purchase cards are to be deemed Cash Management Services hereunder).

“CDOR Rate” means, on any day and for any period, an annual rate of interest equal to the average rate applicable to Canadian Dollar bankers' acceptances for the applicable period appearing on the “Reuters Screen CDOR Page” (as defined in the International Swaps and Derivatives Association, Inc. 2000 definitions, as modified and amended from time to time), rounded to the nearest 1/100th of 1% (with .005% being rounded up), at approximately 10:00 a.m., Toronto time, on such day, or if such day is not a Business Day, then on the immediately preceding Business Day, provided that if such rate does not appear on the Reuters Screen CDOR Page on such day as contemplated, then the CDOR Rate on such day shall be calculated as the rate for such period applicable to Canadian Dollar bankers' acceptances quoted by CIBC as of 10:00 a.m., Toronto time, on such day or, if such day is not a Business Day, then on the immediately preceding Business Day.

“Change in Control” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group of Persons acting jointly or otherwise in concert, other than funds managed by Birch Hill Equity Partners Management Ltd., of Equity Securities representing more than 50.1% of the aggregate ordinary voting power represented by the issued and outstanding Equity Securities of the Borrower; (b) the occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the board of directors of the Borrower, (ii) appointed by directors so nominated nor, (iii) approved by the funds managed by Birch Hill Equity Partners Management Ltd. or (c) the acquisition of direct or indirect Control of the Borrower by any Person or group of Persons acting jointly or otherwise in concert.

“Change in Law” means (i) the adoption of any new Applicable Law after the date of this Agreement, (ii) any change in any existing Applicable Law or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement, or (iii) compliance by any Lender or the Issuing Bank (or, for purposes of Section 2.12(b), by any lending office of such Lender or Issuing Bank or by such Lender's or such Issuing Bank's holding company, if any) with any

request, guideline or directive (whether or not having the force of law, but in the case of a request, guideline or directive not having the force of law, being a request, guideline or directive with which persons customarily comply) of any Governmental Authority made or issued after the date of this Agreement in each case to the extent binding on the applicable Lender or Issuing Bank.

"CIBC" means Canadian Imperial Bank of Commerce and its successors.

"Collateral" means the property described in and subject to the Liens, privileges, priorities and security interests purported to be created by any Security Document.

"Collateral Management Fee" means a fee in the amount of \$1,000.

"Commitment" means, with respect to each Lender, the commitment(s) of such Lender to make Loans hereunder as such commitment may be reduced from time to time pursuant to Sections 2.6 and/or 2.9, and as such commitments may be reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.4. The initial amount(s) of each Lender's Commitment(s) are set forth on Schedule A, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment(s), as applicable. The initial aggregate amount of the Commitments is Cdn.\$18,000,000.

"Consolidated Net Income" means, for any period, the net income on a consolidated basis of the Borrower; provided, however, that Consolidated Net Income shall not include or take into account:

- (i) any gain (or loss) realized upon the sale or other disposition of any assets of the Borrower or any Subsidiary (including pursuant to any sale-and-leaseback arrangement) which is not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any capital stock of any Person;
- (ii) extraordinary or nonrecurring gains;
- (iii) extraordinary or nonrecurring losses excluded with the prior written consent of the Agent; and
- (iv) the effect of a change in GAAP.

"Control" means, in respect of a particular Person, 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 ability to exercise voting power, by contract or otherwise. **"Controlling"** and **"Controlled"** have meanings correlative thereto.

"Cover" means, at any time, an amount equal to 103% of the aggregate amount of Letter of Credit Exposure and F/X Exposure at such time and required to be paid by the Borrower to the Agent in accordance with Section 2.9 and retained by the Agent in a collateral account maintained by the Agent at its Payment Office and collaterally assigned to the Agent as security until such time as the Borrower is no longer required to pay Cover under Section 2.9 (in which case Agent shall pay to the Borrower or apply to the Obligations the amount of any Cover in excess of the amount required under Section 2.9) the applicable Letters of Credit or F/X Contracts shall have expired or matured and Reimbursement Obligations, if any, with respect thereto shall have been fully satisfied; provided that if any such Reimbursement Obligations are not satisfied when due hereunder, the Agent may apply any or all amounts in such collateral account in satisfaction of any or all such Reimbursement Obligations.

“Credit” means the Revolving Credit, being a Cdn.\$15,000,000 revolving credit facility and the Term Credit, being the \$3,000,000 delayed draw term facility established pursuant to the Commitments of the Lenders.

“Credit Card Account Receivable” means each Account (as defined in the PPSA) together with all income, payments and proceeds thereof, owed by a credit card or debit card payment processor or an issuer of credit cards to a Credit Party resulting from charges by a customer of a Credit Party on credit cards or debit cards issued by such issuer in connection with the sale of goods by a Credit Party, in each case in the ordinary course of its business.

“Credit Party” means the Borrower, each Guarantor and any other Person which is a party to a Loan Document (other than the Agent and the Lenders).

“Default” means any event or condition which constitutes an Event of Default or which, upon notice, lapse of time or both, would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender (as reasonably determined by the Agent) that (a) has failed to fund any portion of the Loans, participations in Letters of Credit required to be funded by it hereunder within two Business Days of the date required to be funded by it hereunder, or has notified the Agent that it intends not to fund any of the foregoing, unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, (c) has failed, within three (3) Business Days after written request by the Agent, to confirm that it will comply with the terms of this Agreement relating to its Commitments, provided that such Lender shall cease to be a Defaulting Lender under this clause (c) upon the Agent’s receipt of such confirmation, (d) has defaulted under its funding obligations under any other lending commitment with any other Person (other than as a result of a good faith dispute thereunder), or (e) has been declared insolvent by any Governmental Authority pursuant to a court order or become the subject of a bankruptcy or insolvency proceeding, and such proceeding is not dismissed or stayed within 30 days after the commencement thereof.

“Deteriorating Lender” means any Defaulting Lender or any Lender as to which (a) the Agent has a reasonable and good faith belief that such Lender or its Subsidiary has defaulted in fulfilling its obligations under one or more other syndicated credit facilities, or (b) such Lender or a Person that controls such Lender has been declared insolvent by any Governmental Authority pursuant to a court order or become the subject of a bankruptcy, insolvency or similar proceeding; provided that a Lender shall not be a Deteriorating Lender solely by virtue of the ownership or acquisition by a Governmental Authority of any Equity Securities in such Lender or the Person controlling such Lender.

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in Schedule 3.19.

“EBITDA” means, for the Borrower on a consolidated basis and for any period, without duplication, an amount equal to the Consolidated Net Income for such period less any non-cash income included in Consolidated Net Income and consolidated unrealized foreign exchange gains, plus to the extent deducted from Consolidated Net Income, Interest Expense, depreciation, depletion and impairment, amortization expense and income tax expenses, consolidated unrealized foreign exchange losses and any management fees paid to Birch Hill Equity Partners Management Ltd. to the extent permitted to be paid pursuant to the provisions of the Agreement. For greater certainty,

EBITDA for any period shall be determined after the payment of all management and employee bonuses and non-arm's length consulting fees for such period.

"Effective Date" means the date on which all of the conditions specified in Section 4.1 are satisfied or waived in accordance with Section 9.2, as confirmed by the making of the first Loans under this Agreement.

"Eligible Accounts" means Eligible Credit Card Accounts Receivable.

"Eligible Credit Card Accounts Receivable" means at the time of any determination thereof, each Credit Card Account Receivable that satisfies the following criteria at the time of its creation and continues to meet the same at the time of such determination: such Credit Card Account Receivable (i) has been earned and represents the bona fide amounts due to a Credit Party from a credit or debit card payment processor and/or credit card issuer, and in each case originated in the ordinary course of business of the applicable Credit Party and (ii) is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (1) through (10), inclusive, below. Without limiting the foregoing, to qualify as an Eligible Credit Card Account Receivable, an Eligible Credit Account Receivable shall indicate no person other than a Credit Party as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges, credit or debit card processor fees or other allowances (including any amount that the applicable Credit Party may be obligated to rebate to a customer, a credit or debit card payment processor, or credit card issuer pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Eligible Credit Account Receivable but not yet applied by the applicable Credit Party to reduce the amount of such Credit Card Account Receivable. Unless otherwise approved from time to time in writing by the Agent in its Permitted Discretion, no Credit Card Account Receivable shall be an Eligible Credit Card Account Receivable if, without duplication:

- (1) such Credit Card Account Receivable is not owned by a Credit Party and such Credit Party does not have good or marketable title to such Credit Card Account Receivable;
- (2) such Credit Card Account Receivable does not constitute an "Account" (as defined in the PPSA) or such Credit Card Account Receivable has been outstanding for more than five (5) Business Days;
- (3) the issuer or payment processor of the applicable credit or debit card with respect to such Credit Card Account Receivable is the subject of any bankruptcy or insolvency proceedings, or has otherwise suspended its business or made an assignment for the benefit of its creditors;
- (4) such Credit Card Account Receivable is not the valid, legally enforceable obligation of the applicable issuer with respect thereto;
- (5) such Credit Card Account Receivable is subject to any Lien whatsoever other than Liens in favor of the Agent and Permitted Liens;
- (6) such Credit Card Account Receivable is not subject to a valid and perfected Lien in favor of the Agent, for the benefit of the Credit Parties, senior in priority to all other Liens other than Permitted Liens which have priority over the Liens of the Agent by operation of applicable law;

(7) the Credit Card Account Receivable does not conform to all representations, warranties, covenants or other provisions in the Loan Documents relating to Credit Card Accounts Receivable;

(8) such Credit Card Account Receivable is subject to risk of set-off, non-collection or not being processed due to unpaid and/or accrued credit card processor fee balances, limited to the lesser of the balance of Credit Card Account Receivable or unpaid credit or debit card processor fees;

(9) such Credit Card Account Receivable does not meet such other reasonable eligibility criteria for Credit Card Accounts Receivable as the Agent may determine from time to time in its Permitted Discretion; or

(10) such Credit Card Account Receivable did not arise from merchandise sold or services rendered by the applicable Credit Party in the ordinary course of its business.

“Eligible In-Transit Inventory” means all finished goods Inventory owned by a Credit Party and not covered by Letters of Credit, and which Inventory is in transit to the applicable Credit Party’s facilities (including retail stores and distribution centres) or a storage facility of another Person who has delivered a satisfactory warehouse agreement to the Agent and which Inventory (a) is owned by the applicable Credit Party, (b) which has been shipped from suppliers or vendors to the Borrower’s stores or distribution centres for receipt by the Borrower or on behalf of the Borrower within 60 days of the date of determination, but which has not yet been delivered to the Borrower, (c) is fully insured, (d) is subject to a first priority security interest in and Lien upon such goods in favour of Agent at the point of destination, and is subject to no other Liens except for any possessory lien upon such goods in the possession of a freight carrier or shipping company securing only the freight charges for the transportation of such goods to the applicable Credit Party and Permitted Liens, (e) is evidenced or deliverable pursuant to a document of title, designating applicable Credit Party as consignee and in each case as to which a customs broker agreement or other similar agreement, reasonably satisfactory to the Agent, is in effect and the documents of title have been delivered to such customs broker, and (f) is otherwise deemed to be “Eligible Inventory” hereunder.

“Eligible Inventory” means, at any time with respect to a Credit Party, all Inventory of such Credit Party valued in Canadian Dollars on a lower of Standard Cost or market basis in accordance with GAAP, with detailed calculations of lower of cost or market to occur on at least a monthly basis, which meets such standards of eligibility as the Agent shall establish from time to time in its reasonable discretion; provided that, in any event, no Inventory shall be deemed Eligible Inventory unless each of the following statements is accurate and complete (and by including such Inventory in any computation of the applicable Borrowing Base, the Borrower shall be deemed to represent and warrant to the Agent, each Issuing Bank and the Lenders the accuracy and completeness of such statements and the compliance of such Inventory with each such other eligibility standard established by the Agent):

(1) Such Inventory is in good condition, merchantable, meets all standards imposed by any Governmental Authority having regulatory authority over it or its use and/or sale and is not obsolete and is either currently usable or currently saleable in the normal course of business of a Credit Party;

(2) Such Inventory is

(a) in the possession of such Credit Party and located on premises (i) owned by the Borrower, which premises are subject to a first priority perfected Lien in favour of the Agent, or (ii) leased by the Borrower;

- (b) in the possession of a bailee within Canada and such bailee shall have executed and delivered to the Agent, an Acceptable Bailee Letter, or the Agent shall have been advised that such Inventory is in the possession of a bailee and been given the opportunity to establish Availability Reserves in respect thereof; and provided further that no such Availability Reserve shall exceed three months of fees or rent payable to such bailee; or
 - (c) Eligible In-Transit Inventory; or
 - (d) L/C Inventory;
- (3) Each of the representations and warranties set forth in the Loan Documents with respect to such Inventory is true and correct on such date;
- (4) The Agent on behalf of the Lenders, has a first-priority perfected Lien covering such Inventory, and such Inventory is, and at all times will be, free and clear of all Liens other than Permitted Liens;
- (5) Such Inventory does not include goods (i) that are not owned by such Credit Party, (ii) that are held by such Credit Party pursuant to a consignment agreement, or (iii) that are special order goods or discontinued goods;
- (6) Such Inventory is not subject to repossession under the BIA except to the extent the applicable vendor has entered into an agreement with the Agent, in form and substance reasonably satisfactory to the Agent, waiving its right to repossession;
- (7) Such Inventory does not consist of store room materials, supplies, parts, samples, prototypes, or packing and shipping materials;
- (8) Such Inventory does not consist of goods that are discontinued, obsolete, expired, slow-moving or returned, rejected or repossessed or used goods taken in trade;
- (9) Such Inventory is not evidenced by negotiable documents of title unless delivered to the Agent with endorsements and insurance, as applicable, on all terms and conditions satisfactory to the Agent;
- (10) Such Inventory does not constitute Hazardous Materials;
- (11) Such Inventory is covered by property insurance in accordance with Section 5.9, subject to applicable deductibles;
- (12) Such Inventory is located on real or immovable property where there is Inventory of such Credit Party in the aggregate amount of at least Cdn.\$50,000;
- (13) Such Inventory is not Inventory which the Agent has determined in the exercise of its reasonable discretion that the Agent may not sell or otherwise dispose of in accordance with the terms of the applicable Security Documents without infringing upon the rights of another Person or violating any contract with any other Person; and (or otherwise in form and substance satisfactory to the Agent);
- (14) Such Inventory is not covered by a negotiable document of title (unless it otherwise constitutes Eligible In-Transit Inventory), unless such document has been delivered to Agent with all

necessary endorsements, free and clear of all Liens except those in favour of Agent on behalf of the Lenders;

(15) Such Inventory is located in Canada or the United States of America;

(16) Such Inventory is not Inventory which the Agent, in the exercise of its reasonable and good faith credit discretion, determines to be not acceptable for any other reasons, including those which are customary either in the commercial lending industry or in the lending practices of the Agent.

"Employee Holdco" means any corporation owned by any current or former officer, director or employee of the Borrower, any family member of such officer, director or employee and/or any trust settled by or for the benefit of any such person.

"Employee Shareholder Investments" means Investments made by the Borrower in the preferred shares of any Employee Holdco and made to facilitate the purchase of Equity Securities of the Borrower.

"Environmental Laws" means all Applicable Laws relating in any way to the environment, preservation or reclamation of natural resources, the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling, release, threatened release or disposal of any Hazardous Material, or to health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Credit Party directly or indirectly resulting from or based upon (a) violation of any Environmental Laws, (b) the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment, or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Securities" means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, debt securities, options or other rights exchangeable for or convertible into any of the foregoing.

"ETA" means Part IX of the *Excise Tax Act* (Canada) as amended from time to time (or any successor statute).

"Event of Default" has the meaning set out in Section 7.1.

"Excess Availability" means, as of any date, the remainder of (a) the Borrowing Base as of such date, less (b) the aggregate Exposure as of such date. Excess Availability shall always be determined on the basis that all debts and obligations shall be current, and all accounts payable shall be handled in the normal course of the Borrower's business consistent with its past practices.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and solely to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the *Commodity Exchange Act* or any rule, regulation or order of the

Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the *Commodity Exchange Act* and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to the Agent, any Lender or any other recipient (in this definition, (a "recipient") of any payment to be made by or on account of any obligation of the Borrower hereunder, income or franchise Taxes imposed on (or measured by) such recipient's taxable income or capital Taxes imposed on (or measured by) such recipient's taxable capital, in each case by Canada, or by the jurisdiction under the Applicable Laws of which such recipient is organized or in which its principal office or applicable lending office is located, and Taxes imposed on a Person not resident in Canada that: (i) does not deal at arm's length with the Borrower; (ii) is entitled to receive a payment in respect of any portion of the Loan owing to a Person that does not deal at arm's length with the Borrower; (iii) is, or does not deal at arm's length with, a "specified shareholder" or a "specified beneficiary" of any direct or indirect partner of the Borrower; or (iv) are in respect of services performed in Canada.

"Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans and, without duplication, its Letter of Credit Exposure and F/X Exposure at such time.

"Federal Funds Effective Rate" means, for any day, the per annum rate equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System of the United States of America 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 Board of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of the Borrower.

"Fiscal Year" means any fiscal year of the Borrower.

"Fixed Charge Coverage Ratio" means, as of the last day of any calendar month, the ratio of (a) without duplication, the sum of (i) EBITDA for the Rolling Period ended on that date minus non-financed Capital Expenditures made by the Borrower during such Rolling Period to (b) the sum of (i) Interest Expense for such Rolling Period plus (ii) the aggregate of all cash dividends, cash distributions to unitholders of the Borrower, cash management fees paid to Birch Hill Equity Partners Management Ltd. and principal payments on Indebtedness made by the Borrower during such Rolling Period plus (iii) income taxes paid in cash or cash equivalents by the Borrower during such Rolling Period.

"F/X Bank" means Canadian Imperial Bank of Commerce.

"F/X Contract" means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the F/X Bank in accordance with Section 2.19.

"F/X Contract Sub-Line" means the amount of the commitment by the Agent and the Lenders hereunder, in an aggregate amount of up to but not exceeding US\$500,000 (or the Canadian\$ Equivalent thereof) to assist the Borrower in obtaining F/X Contracts from the F/X Bank pursuant to Section 2.19.

"F/X Exposure" means, at any time, and subject to the F/X Contract Sub-Line, the sum of (without duplication): (a) the amount determined by the Agent (acting reasonably with consideration given to any determinations provided to the Agent by the F/X Bank) to be the credit risk associated with all outstanding F/X Contracts, plus (b) the aggregate amount of all Reimbursement Obligations in respect of all F/X Contracts at such time. The F/X Exposure of all Lenders shall not exceed the F/X Contract Sub-Line. Any F/X Exposure denominated in any currency other than Canadian Dollars shall be the Cdn.\$ Equivalent thereof.

"GAAP" means at any particular time with respect to any Credit Party, generally accepted accounting principles as in effect at such time in Canada, consistently applied; provided, however, that, if employment of more than one principle shall be permissible at such time in respect of a particular accounting matter, "GAAP" shall refer to the principle which is then employed by the applicable Credit Party with the concurrence of its independent public or chartered accountants, who are acceptable to the Agent provided further that, for the purposes of determining compliance with the financial covenants herein, "GAAP" means GAAP as at the date hereof.

"Governmental Authority" means the Government of Canada, any other nation or any political subdivision thereof, whether provincial, state, territorial, principal or local, and any agency, authority, instrumentality, regulatory body, court, central bank, fiscal or monetary authority or other authority regulating financial institutions, and any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to any such government, including the Bank Committee on Banking Regulation and Supervisory Practices of the Bank of International Settlements.

"GST" means the goods and services tax and all other amounts payable under the ETA or any similar legislation in any other jurisdiction of Canada, including QST and HST.

"Guarantee" of or by any Person (in this definition, the **"guarantor"**) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (in this definition, the **"primary credit party"**) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise), (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital solvency, or any other balance sheet, income statement or other financial statement condition or liquidity of the primary credit party so as to enable the primary credit party to pay such Indebtedness or other obligation, (d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Indebtedness or other obligation, or (e) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss.

"Guarantor" means each Person which has executed and delivered to the Agent, for the benefit of the Lenders, a guarantee in a form that is satisfactory to the Agent.

"Hazardous Materials" means any substance, product, liquid, waste, pollutant, chemical, contaminant, insecticide, pesticide, gaseous or solid matter, organic or inorganic matter, fuel, micro-organism, ray, odour, radiation, energy, vector, plasma, constituent or material which (a) is or becomes listed, regulated or addressed under any Environmental Laws, or (b) is, or is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Laws, including, asbestos or asbestos-containing materials, petroleum, including petroleum or petroleum distillates, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Laws.

"Hostile Take-Over Bid" shall mean a Take-Over Bid by a Credit Party or in which a Credit Party is involved, in respect of which the board of directors (or persons performing similar functions) of the Person whose securities are subject to such Take-Over Bid has recommended rejection of such Take-Over Bid.

"HST" means all amounts payable as harmonised sales tax in the Provinces of Ontario, Nova Scotia, Newfoundland and New Brunswick under the ETA.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (k) the net amount of obligations of such Person (determined on a mark-to-market basis) on account of foreign exchange transactions or interest rate swap transactions, and (l) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value (other than for other Equity Securities) any Equity Securities of such Person, valued, in the case of redeemable Equity Securities, at the greater of voluntary or involuntary liquidation preference, plus accrued and unpaid dividends. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general or limited partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. For greater certainty, Indebtedness does not include accounts payable incurred in the ordinary course of business.

"Indemnified Taxes" means all Taxes other than Excluded Taxes.

"Indemnitee" has the meaning set out in Section 9.3(b).

"Interest Expense" shall mean, for any period, the total interest expense of the Borrower on a consolidated basis, plus, to the extent not included in such total interest expense, and to the extent incurred by the Borrower and its Subsidiaries, (i) interest expense attributable to Capital Lease Obligations, (ii) amortization of debt discount or financing fees, (iii) capitalized interest, (iv) non-cash interest expense, (v) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing, (vi) net costs associated with Swap Transactions

(including amortization of fees), (vii) standby fees , (viii) preferred stock dividends in respect of all preferred stock issued by the Borrower and held by Persons other than the Borrower, and (ix) interest actually paid by the Borrower on any Indebtedness of any other Person.

"Interest Payment Date" means the first Business Day of each month.

"Inventory" means, in respect of each Credit Party, all of such Credit Party's present and hereafter acquired inventory (as defined in the PPSA) and including all raw materials, merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same in all stages of production from raw materials through work in process to finished goods, and all "stores" inventory or "operating and maintenance supplies" inventory, and all proceeds of any thereof (of whatever sort).

"Investment" means, as applied to any Person (the **"investor"**), any direct or indirect purchase or other acquisition by the investor of, or a beneficial interest in, Equity Securities of any other Person, including any exchange of Equity Securities for Indebtedness, or any direct or indirect loan, advance (other than advances to employees for moving, entertainment or travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the investor to any other Person, including all Indebtedness and Accounts owing to the investor from such other Person that did not arise from sales or services rendered to such other Person in the ordinary course of the investor's business, or any direct or indirect purchase or other acquisition of bonds, notes, debentures or other debt securities of, any other Person. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment minus any amounts (a) realized upon the disposition of assets comprising an Investment (including the value of any liabilities assumed by any Person other than the Borrower or any Credit Party in connection with such disposition), (b) constituting repayments of Investments that are loans or advances or (c) constituting cash returns of principal or capital thereon (including any dividend, redemption or repurchase of equity that is accounted for, in accordance with GAAP, as a return of principal or capital).

"Issuing Bank" means CIBC, in its capacity as the bank issuing a Letter of Credit for the Borrower in accordance with Section 2.18.

"ITA" means the *Income Tax Act* (Canada) as amended from time to time (or any successor statute).

"L/C Inventory" means Eligible Inventory that is subject to a letter of credit in form and content satisfactory to the Agent;

"Lender" means any Lender having a Commitment hereunder and/or a Revolving Loan outstanding hereunder.

"Lender Affiliate" means, with respect to any Lender, an Affiliate of such Lender.

"Lenders" means the Persons listed as lenders on Schedule A (and includes their respective successors) and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term **"Lenders"** includes the Issuing Bank.

“Letter of Credit” means a letter of credit issued by the Issuing Bank for or on behalf of the Borrower in accordance with Section 2.18.

“Letter of Credit Exposure” means, at any time, 100% of the aggregate face amount of all outstanding undrawn (or drawn and not reimbursed (whether pursuant to a deemed drawdown hereunder or otherwise)) Letters of Credit at such time. The Letter of Credit Exposure of any Lender at any time shall be its Applicable Percentage of the total Letter of Credit Exposure at such time with the total of all such Letter of Credit Exposure of all Lenders not to exceed the Letter of Credit Sub-Line. Any Letter of Credit Exposure denominated in U.S. Dollars shall be the Cdn.\$ Equivalent thereof.

“Letter of Credit Sub-Line” means the amount of the commitment by the Agent and the Lenders hereunder, in an aggregate amount up to but not exceeding \$1,500,000, to assist the Borrower in obtaining Letters of Credit.

“Lien” means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec, hypothecation, encumbrance, charge, security interest, royalty interest, trust, deemed trust, adverse claim, defect of title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

“Loan” means any loan made by the Lenders to the Borrower pursuant to this Agreement.

“Loan Documents” means this Agreement, the Security Documents, the Blocked Account Agreement, the Borrowing Requests and the Borrowing Base Reports, and any other document, instrument or agreement (other than participation, agency or similar agreements among the Lenders or between any Lender and any other bank or creditor with respect to any indebtedness or obligations of any Credit Party hereunder or thereunder) now or hereafter entered into in connection with this Agreement (including any F/X Contracts), as such documents, instruments or agreements may be amended, modified or supplemented from time to time.

“Loan Facility Fee” means the fee equal to 0.35% of the Commitments (being \$63,000).

“Material Adverse Change” means any event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, operations, prospects or condition, financial or otherwise, of the Credit Parties taken as a whole, or (b) the validity or enforceability of any of the Loan Documents, the priority of the Liens created thereby or the rights and remedies of the Agent and the Lenders thereunder or (c) any Material Contract, or (d) the amount which the Lenders would be likely to receive (after giving effect to delays in payment and costs of enforcement) upon the liquidation of the Collateral.

“Material Contract” means (a) the contracts, licences and agreements listed and described on Schedule 3.18, and (b) any other contract, licence or agreement (i) to which any Credit Party is a party or bound, (ii) which is material to, or necessary in, the operation of the business of any Credit Party, and (iii) which a Credit Party cannot promptly replace by an alternative and comparable contract with comparable commercial terms.

“Material Indebtedness” means any Indebtedness (other than the Loans) of any one or more of the Credit Parties in an aggregate principal amount exceeding Cdn.\$250,000.

“Maturity Date” means the fifth anniversary of the Effective Date (or, if such fifth anniversary is not a Business Day, the next Business Day thereafter).

“Obligations” means, with respect to any Credit Party, all obligations, liabilities and Indebtedness of such Credit Party to the Agent, the Lenders or a Lender with respect to the principal of and interest on the Loans and the payment or performance of all other obligations, liabilities and Indebtedness of such Credit Party to the Agent, the Lenders or a Lender hereunder or arising under or pursuant to any one or more of the other Loan Documents or with respect to the Loans, including (i) all reimbursement and indemnity obligations of such Credit Party to the Agent, the Lenders or a Lender hereunder or in connection with any Letter of Credit or any F/X Contract, (ii) all interest (including all interest that accrues after the commencement of any case or proceeding by or against a Credit Party under any federal, provincial or state bankruptcy, insolvency, receivership or similar law, whether or not allowed in such case or proceeding), and all charges, expenses, fees, legal fees, filing fees and any other sums chargeable to such Credit Party hereunder, under another Loan Document, or under any other agreement or instrument with the Agent, Lenders, F/X Bank or Issuing Bank, Cash Management Obligations, but excluding all Excluded Swap Obligations.

“Out-of-Pocket Expenses” means all of the Agent’s present and future reasonable expenses incurred relative to this Agreement or any other Loan Documents, whether incurred heretofore or hereafter, which expenses shall include, without being limited to: the reasonable cost of retaining external legal counsel, record searches, all customary costs and expenses incurred by the Agent in opening bank accounts, depositing cheques, receiving and transferring funds, and wire transfer charges, any charges imposed on the Agent due to returned items and “insufficient funds” of deposited cheques and the Agent’s standard fees relating thereto, any amounts paid by, incurred by or charged to, the Agent by the Issuing Bank under a Letter of Credit, by the F/X Bank under an F/X Contract, applications for Letters of Credit, F/X Contracts or other like document which pertain either directly or indirectly to such Letters of Credit or F/X Contracts and the Agent’s standard fees relating to the Letters of Credit, F/X Contracts and any drafts thereunder, reasonable out-of-pocket travel, lodging and similar expenses of the Agent’s personnel (or any of its agents) in connection with inspecting and monitoring the Collateral from time to time in accordance with the terms of this Agreement, any applicable reasonable out-of-pocket counsel fees and disbursements, fees and taxes relative to the filing of financing statements, and all reasonable and out-of-pocket expenses, costs and fees set forth incurred by or imposed on the Agent by reason of the exercise of any of its rights and remedies under this Agreement or any of the other Loan Documents.

“Participant” has the meaning set out in Section 9.4.

“Partners Capital” means at any time, the amount that would, in accordance with GAAP, be included as partners capital on the balance sheet of such provision excluding any amounts applied thereto on account of the Employee Shareholder Investments made after the Effective Date.

“Payment Office” means the Agent’s office located at 199 Bay Street, 4th Floor, Toronto, Ontario, M5L 1A2, Attention: Senior Director, Portfolio Management, Asset Based Lending Group (or such other office or individual as the Agent may hereafter designate in writing to the other parties hereto).

“Pension Plan” means any registered pension plan subject to the *Pension Benefits Act* (Ontario), as amended from time to time (or any successor statute) or the pension standards legislation of any other Canadian jurisdiction in respect of which (i) is maintained by any Credit Party or Related Party, (ii) any Credit Party or Related Party makes, has made or is required to make (at

any time during the five (5) calendar years preceding the date of this Agreement) contributions in respect of its employees, or (iii) any other plan with respect to which any Credit Party or any Related Party has incurred or may incur liability, including contingent liability either to such plan or to any Person, administration or Governmental Authority (excluding, for certainty, the Canada Pension Plan and the Québec Pension Plan or any other provincial sponsored pension plan).

“Permitted Acquisition” means any Acquisition that complies with the following terms and conditions:

- (a) at the time of the Acquisition, there exists no Default or Event of Default and there shall exist no Default or Event of Default after giving effect to the completion of the Acquisition;
- (b) the proposed business subject to the Acquisition shall have EBITDA (based on adjustments satisfactory to the Agent acting reasonably) for such period of no worse than negative \$750,000;
- (c) the aggregate purchase price of any particular Acquisition shall not exceed a total consideration of \$3,000,000;
- (d) the aggregate consideration for all Acquisitions during any Fiscal Year shall not exceed \$10,000,000;
- (e) the Acquisition shall not constitute a Hostile Take-Over Bid;
- (f) the Agent shall receive at least fifteen (15) days prior written notice of such Acquisition, which notice shall include a description of such proposed Acquisition;
- (g) the business subject to such Acquisition shall have its primary operations in Canada or the United States of America and shall be in the same business of that of the Borrower or material to such business;
- (h) if such Acquisition is of all of the equity of a Person or Persons, the Agent shall be provided with (i) a legal, valid, binding and enforceable guarantee by the Person or Persons being acquired in which it or they, as the case may be, guarantees all of the Obligations of the Borrower, (ii) such security as the Agent views as necessary in order to create a first priority perfected Lien (subject to Permitted Liens) in all assets acquired and/or Equity Securities of the acquired Person or Persons (including all third party consents reasonably required by the Agent), and (iii) such customary legal opinions as may be reasonably required by the Agent in connection therewith;
- (i) Excess Availability, after giving effect to such Acquisition (calculated on a *pro forma* basis) is at least \$2,500,000;
- (j) none of the assets acquired in connection with any such Acquisition shall be included in the Borrowing Base until the applicable due diligence has been completed to the Agent's satisfaction; and
- (k) if the proposed Acquisition involves the acquisition of Equity Securities, upon the consummation of the Acquisition the Agent shall receive certificates along with appropriate stock powers of attorney in respect of all such Equity Securities so acquired.

“Permitted Discretion” means a determination made by the Agent in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Investments” means:

- (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of Canada, the government of the United States of America or of any Canadian province or any state of the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of Canada, the government of the United States of America or of such Canadian province or U.S. state), in each case maturing within one year from the date of acquisition thereof;
- (b) investments in certificates of deposit, bankers' acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any Schedule I bank under the *Bank Act* (Canada) or any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than US\$500,000,000;
- (c) Investments made in connection with any Permitted Acquisition;
- (d) Employee Shareholder Investments;
- (e) deposits in bank accounts made in the ordinary course of business and otherwise permitted hereunder.

“Permitted Liens” means:

- (a) Liens in favour of the Lenders, the Agent (including in its capacity as fondé de pouvoir) and/or any other Person for the obligations of the Borrower or any other Credit Party under or pursuant to the Loan Documents;
- (b) Liens granted by a Credit Party in favour of another Credit Party in order to secure any of its indebtedness to such other Credit Party, provided that such Liens are subject to assignment, subordination and postponement arrangements satisfactory to the Agent acting reasonably and in good faith;
- (c) Purchase Money Liens securing Indebtedness and Liens to secure Capital Lease Obligations, in each case only to the extent permitted by Section 6.1(g);
- (d) Liens (including legal hypothecs) imposed by any Governmental Authority for Taxes not yet due and delinquent or for which instalments have been paid based on reasonable estimates pending final assessments or which are being contested in good faith in compliance with Section 5.3, provided that, during such period during which such Liens are being so contested, such Liens are not being executed on or enforced against any of the assets of any Credit Party;
- (e) carrier's, warehousemen's, mechanics', materialmen's, repairmen's, construction and other like Liens arising by operation of Applicable Law, arising in the ordinary course of business, which are not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings, provided that, during such period during which such Liens are being so contested, such Liens are not

being executed on or enforced against any of the assets of any Credit Party, and further provided in each case that the applicable Credit Party shall have set aside on its books reserves deemed adequate therefor and not resulting in qualification by auditors;

- (f) statutory Liens incurred or pledges or deposits made under worker's compensation, employment insurance and other social security legislation;
- (g) Liens or deposits to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature (other than for borrowed money) incurred in the ordinary course of business;
- (h) servitudes, easements, rights in the nature of easements, rights-of-way, restrictions and other similar encumbrances on real property imposed by Applicable Law or incurred in the ordinary course of business, zoning or building restrictions, easements, licenses, restrictions on the use of property, by-laws, regulations and ordinances of Governmental Authorities, title defects and encroachments which, in the aggregate, do not materially and adversely impair the use of the property for the purpose for which it is used subject thereto or interfere with the ordinary conduct of the business of the Credit Parties;
- (i) Liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which the Credit Parties shall at any time in good faith be prosecuting an appeal or proceeding for review and in respect of which a stay of execution pending such appeal or proceeding for review shall have been secured;
- (j) undetermined or inchoate Liens and charges arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with Applicable Law or of which written notice has not been duly given in accordance with Applicable Law or which although filed or registered, relate to obligations not due or delinquent and rights of distress which have not been exercised;
- (k) the rights reserved to or vested in Governmental Authorities by statutory provisions or by the terms of leases, licenses, franchises, grants or permits, which affect any land, to terminate such leases, licenses, franchises, grants or permits or to require annual or other payments as a condition of the continuance thereof;
- (l) security to public utilities or to any municipalities or Governmental Authorities or other public authorities when required by such utilities, or Governmental Authorities or such other public authorities in connection with the supply of services or utilities to a Credit Party;
- (m) Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided that, in the case of a Credit Party such Liens or covenants do not materially and adversely impair the use of such lands by the Credit Party for the purpose for which such lands are used;
- (n) Liens consisting of royalties payable with respect to any asset or property of a Credit Party existing as of the Effective Date; provided that the existence of any such Lien

on any material property or asset of a Credit Party shall have been disclosed in writing to the Lenders prior to the Effective Date;

- (o) Liens securing reimbursement obligations relating to letters of credit issued pursuant to this Agreement, provided that the value of the collateral subject to any such Lien does not exceed the greater of the amount of the related reimbursement obligation and Cover;
- (p) statutory Liens incurred or pledges or deposits made in favour of a Governmental Authority to secure the performance of obligations of a Credit Party under Environmental Laws to which any assets of such Credit Party are subject, provided that, in the case of deposits of funds, no Default or Event of Default shall have occurred and be continuing unless required to be deposited in accordance with Applicable Law;
- (q) a Lien granted by a Credit Party to a landlord to secure lease obligations in respect of leased properties in the Province of Quebec leased from such landlord, provided that such Lien is limited to the assets located at or about such leased properties and notices relating to leases;
- (r) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of combination of accounts or similar rights in the ordinary course of conducting day-to-day banking business in relation to deposit accounts or other funds maintained with a creditor depository institution;
- (s) Liens in favour of customs and revenue authorities to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;
- (t) Liens listed on Schedule 6.2;
- (u) any Lien existing on any property or asset prior to the acquisition thereof by a Credit Party or existing on any property or asset of any Person that becomes a Credit Party after the date hereof prior to the time such Person becomes a Credit Party; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Credit Party, as the case may be, (ii) such Lien shall not apply to any other property or assets of such Credit Party, and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Credit Party, as the case may be;
- (v) Liens under applicable Pension Plan legislation that relate to contributions not yet due;
- (w) Liens that relate to the reservations, limitations, provisos and conditions expressed in any original grants from the Crown of any lands or interests therein;
- (x) Liens existing as of the Effective Date that are registered against title to the real or immovable property of the Credit Parties;
- (y) any other Liens expressly consented to in writing by the Required Lenders and Liens specifically listed as exceptions under any title insurance policies provided to the Agent; and

- (z) any extension, renewal or replacement of any of the foregoing; provided, however, that the Liens permitted hereunder shall not be extended to cover any additional Indebtedness of the Credit Parties or their property (other than a substitution of like property), except Liens in respect of Capital Lease Obligations and Purchase Money Liens as permitted by (c) above.

"Person" includes any natural person, corporation, company, limited liability company, unlimited liability company, trust, joint venture, association, incorporated organization, partnership, Governmental Authority or other entity.

"PPSA" means the *Personal Property Security Act* (Ontario), as amended from time to time (or any successor statute) or similar legislation of any other jurisdiction the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of security interests.

"Priority Payables" means, with respect to any Person, any amount payable by such Person which is secured by a Lien which ranks or is capable of ranking prior to or *pari passu* with the Liens created by the Security Documents in respect of any Eligible Accounts or Eligible Inventory, including, to the extent applicable, amounts owing for wages, vacation pay, severance pay (to the extent capable of ranking prior to the Liens under the Security Documents under Applicable Law), employee deductions, sales tax, excise tax, Tax payable pursuant to the ETA (net of GST input credits), workers compensation, government royalties, pension fund obligations, Pension Plan obligations and real property tax.

"Property" means any interest in any kind of property or asset, whether real (including chattels real), personal or mixed, movable or immovable, tangible or intangible.

"Purchase Money Lien" means a Lien taken or reserved in equipment to secure payment of all or part of its purchase price, provided that such Lien (i) secures an amount not exceeding the purchase price of such personal property, (ii) extends only to such personal property and its proceeds, and (iii) is granted prior to or within 30 days after the purchase of such personal property.

"QST" means the Quebec sales tax imposed pursuant to an *Act respecting the Québec sales tax*.

"Register" has the meaning set out in Section 9.4(c).

"Reimbursement Obligations" means, at any date, the sum of the outstanding obligations of the Borrower to reimburse (a) the Agent at such time to the extent that the Agent is obligated to reimburse the Issuing Bank at such time pursuant to any Letter of Credit and (b) the F/X Bank at such time pursuant to any F/X Contract.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and of such Person.

"Release" is to be broadly interpreted and shall include any discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage or disposal of any Hazardous Materials which is or may be in breach of any Environmental Laws.

"Repayment Notice" means a notice in the form of Exhibit F;

"Report" has the meaning set out in Section 8.15(a).

“Required Lenders” means, at any time, Lenders having Commitments which represent, in the aggregate, more than 50% of the aggregate amount of the Commitments of all the Lenders under the Credit.

“Responsible Officer” means, with respect to any Person, the chairman, the president, any vice president, the chief executive officer, chief financial officer or the chief operating officer, and, in respect of financial or accounting matters, any Financial Officer of such Person; unless otherwise specified, all references herein to a Responsible Officer mean a Responsible Officer of the Borrower.

“Restricted Payment” shall mean, with respect to any Person, any payment by such Person (i) of any dividends on any of its Equity Securities, (ii) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any of its Equity Securities or any warrants, options or rights to acquire any Equity Securities, or the making by such Person of any other distribution in respect of any of its Equity Securities, (iii) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Indebtedness of such Person ranking in right of payment subordinate to any liability of such Person under the Loan Documents, (iv) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Indebtedness of such Person to a shareholder of such Person or to an Affiliate of a shareholder of such Person, (v) in respect of an Investment, or (vi) of any management, consulting or similar fee or any bonus payment or comparable payment, or by way of gift or other gratuity, to any Affiliate of such Person or to any director or officer thereof.

“Revolving Credit” means the \$15,000,000 revolving credit facility made available by the Lenders to the Borrower.

“Revolving Loan” has the meaning set out in Section 2.1.

“Rolling Period” means, as at the end of any calendar month, such calendar month taken together with the eleven immediately preceding calendar months.

“Security Documents” means the agreements, documents or instruments described or referred to in Section 4.1 and Section 5.11 (including, to the extent such Section describes an amendment, the agreement, document or instrument amended thereby) and any and all other agreements, documents or instruments now or hereafter executed and delivered by any Credit Party or any other Person as security for the payment or performance of all or part of the obligations of the Borrower (or such Credit Party or other Person) hereunder or under any other Loan Documents, as any of the foregoing may have been, or may hereafter be, amended, modified or supplemented.

“Settlement Date” means the date, which shall be weekly, or more frequently at the discretion of the Agent upon the occurrence of an Event of Default or a continuing decline or increase of the Loans, that the Agent and the Lenders shall settle among themselves so that (a) the Agent shall not at any time have, as the agent for the Lenders, any money at risk, and (b) on such Settlement Date each Lender shall be responsible for its pro rata amount of the Revolving Loan, calculated on the basis of each of their Applicable Percentages in respect of the outstanding Exposure as at such date, provided that each Settlement Date shall be a Business Day.

“Standard Cost” means the standard cost of Inventory determined in accordance with the applicable Credit Party’s published GAAP compliant inventory policy, consistently applied, and excludes any portion of cost representing intercompany profit or gain in the case of Inventory acquired from an Affiliate of any Credit Party.

“Subsidiary” means, with respect to any Person (in this definition, the **“parent”**) at any date, any other Person the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other Person (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, in each case by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.

“Swap Obligation” means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1(a)(47) of the *Commodity Exchange Act*.

“Swap Transaction” means any transaction or agreement entered into between the Borrower and any other counterparty with respect to any swap, forward, future or derivative transaction or agreement or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Take-Over Bid” shall mean either (a) an offer to acquire outstanding voting or equity securities of a class of a Person whose shares are publicly traded where the securities that are the subject of such offer, together with the offeror’s securities, constitute at least 20% of the outstanding securities of that class of securities on the date the offer is made, or (b) any other event which is a take-over bid within the meaning attributed to such term by any law, treaty, rule, regulation, or requirement of any stock exchange or securities commission, or determination of any arbitrator, court, stock exchange, securities commission or other Governmental Authority, in each case, applicable to or binding on a Credit Party.

“Tangible Net Worth” means, for the Credit Parties on a consolidated basis, Partners Capital of the Borrower less all intangible assets of the Borrower, in each case as determined in accordance with GAAP and as reflected in its most recent audited financial statements or unaudited monthly financial statements prepared in accordance with GAAP.

“Taxes” means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, franchise, net worth, branch transfer, land transfer, profits, withholding, payroll, employer health, excise, stamp, documentary, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, unemployment insurance payments and workers’ compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties with respect thereto, imposed by any Governmental Authority (including federal, state, provincial, territorial, municipal and foreign Governmental Authorities), and whether disputed or not.

“Term Credit” means the \$3,000,000 non-revolving term credit facility made available by the Lenders to the Borrower.

“Term Loan” has the meaning set out in Section 2.1(b).

"Transactions" means the execution, delivery and performance by the Borrower of this Agreement and the other Loan Documents, the borrowing of Loans, the issuance of Letters of Credit and the entering into of F/X Contracts hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Canadian Prime Rate, the Base Rate, or is a Letter of Credit.

"UCC" means the Uniform Commercial Code as in effect from time to time for the applicable State in question.

"U.S.\$ Equivalent" means, on any day, the amount of U.S. Dollars that the Agent could purchase, in accordance with its normal practice, with a specified amount of Canadian Dollars based on the spot rate at which U.S. Dollars are offered at the start of such day by CIBC in Toronto, Ontario.

"U.S. Dollars" and **"U.S.\$"** refer to lawful money of the United States of America.

"Violation Notice" means any notice received by any Credit Party from any Governmental Authority under any Environmental Law that the applicable Credit Party or any of its property and assets is not in compliance with the requirements of any Environmental Law.

1.2 Classification of Loans and Borrowings.

For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Canadian Prime Loan") and Borrowings also may be classified and referred to by Type (e.g., a "Canadian Prime Borrowing").

1.3 Terms Generally.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. The words "to the knowledge of" means, when modifying a representation, warranty or other statement of any Person, that the fact or situation described therein is actually known by the Person (or, in the case of a Person other than a natural Person, known by the Responsible Officer of that Person) making the representation, warranty or other statement. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

1.4 Accounting Terms; GAAP.

Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time. All calculations of the components of the financial information for the purposes of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the date of this Agreement and used in the preparation of the consolidated financial statements of the Borrower referred to in Section 5.1(a), and all calculations with respect to inventory shall use the same method for inventory valuation as used in the preparation of the Borrower's financial statements on the date hereof. In the event of a change in GAAP, the Borrower and the Agent shall negotiate in good faith to revise (if appropriate) such ratios and covenants to give effect to the intention of the parties under this Agreement as at the Effective Date, and any new ratio or covenant shall be subject to approval by the Required Lenders. In the event that such negotiation is unsuccessful, all calculations thereafter made for the purpose of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the Effective Date.

1.5 Time.

All time references herein shall, unless otherwise specified, be references to local time in Toronto, Ontario. Time is of the essence of this Agreement and the other Loan Documents.

1.6 Permitted Liens.

Any reference in any of the Loan Documents to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Loan Documents to any Permitted Lien.

1.7 [INTENTIONALLY DELETED]

1.8 Interpretation Clause (Québec).

For purposes of any assets, liabilities or entities located in the Province of Québec and for all other purposes pursuant to which the interpretation or construction of this Agreement may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", "prior claim" and a resolutive clause, (f) all references to filing, registering or recording under the PPSA or UCC shall be deemed to include publication under the Civil Code of Québec, (g) all references to "perfection" of or "perfected" liens or security interest shall be deemed to include a reference to an "opposable" or "set up" lien or security interest as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary", (k) "construction liens" shall be deemed to include "legal hypothecs"; (l) "joint and several" shall be deemed to include solidary; (m) "gross negligence or wilful misconduct" shall be deemed to be "intentional or gross fault"; (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatary"; (o) "servitude" shall be deemed to include easement; (p) "priority" shall be deemed to include "prior claim"; (q) "survey" shall be deemed to include "certificate of location and plan"; (r) "state" shall be deemed to include "province"; (s) "fee simple title" shall be

deemed to include "absolute ownership". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement.

ARTICLE 2 THE CREDITS

2.1 Commitments.

(a) Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a "**Revolving Loan**") to the Borrower from time to time during the period commencing on the Effective Date and ending on the Maturity Date (each such commitment, a "**Revolving Commitment**") in an aggregate principal amount up to the amount set forth beside such Lender's name in Schedule A under the heading "Revolving Commitment", provided that a Lender shall not be required to extend further credit hereunder if any further extension of credit made by such Lender as requested by the Borrower would result in (i) such Lender's Exposure exceeding such Lender's Commitment in respect of Revolving Loans, or (ii) the sum of the total Exposure exceeding either the total Commitment or the Borrowing Base. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow Revolving Loans. In addition, the Borrower may, on at least ten (10) days' prior written notice to the Agent, from time to time permanently increase the Revolving Credit in an aggregate principal amount of up to \$5,000,000, provided that (i) such Commitment increase shall be offered to each Lender on a pro rata basis, (ii) each Lender may agree to accept or decline a requested Commitment increase in its sole discretion, (iii) no increase in the Commitments shall be made if a Default or an Event of Default shall have occurred and be continuing or would result after giving effect to such increase, (iv) each such increase shall be in a minimum principal amount of \$1,000,000, (v) the Borrower shall pay to the Agent, for the account of the Lenders, a one-time fee in an amount equal to 0.35% of the amount of each such Commitment increase, and (vi) the aggregate principal amount of all such Commitment increases shall not exceed \$5,000,000. The pro rata share of each Lender's Commitment hereunder shall automatically increase as a result of any permitted increase in the Commitment hereunder, and Schedule A shall be amended to reflect any such permitted increase.

(b) Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a "**Term Loan**") to the Borrower from time to time during the period commencing on the Effective Date and ending on the Maturity Date (each such commitment, a "**Term Commitment**") in an aggregate principal amount up to the amount set forth beside such Lender's name in Schedule A under the heading "Term Commitment". The Term Credit shall be available for a period of 18 months following the Effective Date. Each Borrowing shall be in a minimum amount of \$500,000 and shall be denominated and maintained thereafter in Cdn.\$.. Should the full amount of the Commitments to make Term Loans (being \$3,000,000 as at the Effective Date) not be fully drawn by the Borrower within 18 months of the Effective Date, such undrawn amount shall be immediately and permanently cancelled.

2.2 Loans and Borrowings.

(a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders rateably in accordance with their respective Commitments. The failure

of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to the Letter of Credit Sub-Line limitation, the F/X Contract Sub-Line limitation, the Borrowing Base limitations and the other limitations on Loans and Borrowings as provided in this Agreement, each Borrowing shall be comprised entirely of Canadian Prime Loans, Base Rate Loans and/or the issuance of Letters of Credit or the entry into F/X Contracts.

(c) Each Term Loan shall be made as part of a Borrowing consisting of Term Loans made by the Lenders rateably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

2.3 Requests for Borrowings.

(a) The initial Borrowings hereunder on the Effective Date shall be Canadian Prime Borrowings and/or Base Rate Borrowings. Thereafter, to request a Borrowing, the Borrower shall notify the Agent of such request by written Borrowing Request (i) in the case of a Canadian Prime Borrowing or a Base Rate Borrowing, not later than 10:00 a.m., Toronto time, on the date of the proposed Borrowing; or (ii) in the case of a Letter of Credit in accordance with Section 2.18 or the entry into an F/X Contract in accordance with Section 2.19, not later than 11:00 a.m., Toronto time, three (3) Business Days before the date of the proposed Borrowing. The Agent and each Lender are entitled to rely and act upon any written Borrowing Request given or purportedly given by the Borrower, and the Borrower hereby waives the right to dispute the authenticity and validity of any such request or resulting transaction once the Agent or any Lender has advanced funds or the Issuing Bank has issued a Letter of Credit based on such written Borrowing Request. Each such written Borrowing Request shall specify the following information:

- (i) the aggregate amount of each requested Borrowing thereof;
- (ii) whether the Borrowing is a Term Loan or a Revolving Loan;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be a Canadian Prime Borrowing, a Base Rate Borrowing, or the issuance of a Letter of Credit in accordance with Section 2.18 or the entry into an F/X Contract in accordance with Section 2.19; and
- (v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of this Agreement.

(b) [INTENTIONALLY DELETED]

(c) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request. Thereafter, the Borrower may elect to convert a Borrowing to a different Type or to continue such Borrowing. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing in accordance with their Applicable Percentage, and the Loans comprising each such portion shall be considered a separate Borrowing. To make an election pursuant to this Section 2.3(c), the Borrower shall notify the Agent of such election in the manner and by the time that a Borrowing Request would be required under Section

2.3(a) if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. In addition to the information specified in Section 2.3(a), each Borrowing Request shall specify the Borrowing to which such request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing.

(d) The Agent shall not incur any liability to the Borrower as a result of acting in accordance with any written notice or request referred to in this Section 2.3, which notice or request the Agent believes in good faith to have been given by an officer duly authorized by the Borrower to request Loans on its behalf or for otherwise acting in good faith under this Section 2.3, and the crediting of Loans to the Borrower's disbursement accounts, or transmittal to such Person or other bank account as the Borrower shall direct, shall conclusively establish the obligation of the Borrower to repay such Loans as provided herein. Nothing herein shall, however, release or be deemed to release the Agent in respect of its gross negligence or wilful misconduct.

(e) Except to the extent otherwise permitted to the contrary hereunder, any Borrowing Request made pursuant to in this Section 2.3 shall be irrevocable and the Borrower shall be bound to borrow the funds requested therein in accordance therewith.

2.4 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, Toronto time, to the account of the Agent most recently designated by it for such purpose by notice to the Lenders. The Agent will make such Loans (other than Letters of Credit) available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower and designated by the Borrower in the applicable Borrowing Request. The Borrower shall satisfy Reimbursement Obligations promptly as they arise by way of a request for a Loan and all Loans made hereunder to satisfy Reimbursement Obligations: (i) in respect of any Letter of Credit shall be remitted by the Agent to the Issuing Bank in accordance with such Letter of Credit (unless the Issuing Bank has already been fully reimbursed directly by the Borrower in respect of drawings under the Letter of Credit), and (ii) in respect of any F/X Contract shall be remitted by the Agent to the F/X Bank in accordance with such F/X Contract (unless the F/X Bank has already been fully reimbursed directly by the Borrower in respect of all such losses in respect of the F/X Contract). To the extent that the Borrower does not make such a request for a Loan to satisfy a Reimbursement Obligation and there exists no Default or Event of Default, the Borrower shall be deemed to have made a request for such Loan and, provided that there is Excess Availability, the Agent shall apply the proceeds of such deemed Loan in accordance with the preceding sentence.

(b) The Agent may, upon notice given by the Agent no later than 12:00 p.m. Toronto time on any Settlement Date, request each Lender to make, and each Lender hereby agrees to make, a Revolving Loan or Term Loan, as applicable, in an amount equal to such Lender's Applicable Percentage (calculated with respect to the aggregate Commitments then outstanding) of the aggregate amount of the Revolving Loans or Term Loans, as applicable, made by the Agent from the preceding Settlement Date to the date of such notice. Each Lender's obligation to make the Revolving Loans and Term Loans, as applicable, and to make the settlements pursuant to this Section 2.4 shall not be affected by any circumstance, including (i) any set-off, counterclaim, recoupment, defence or other right which any such Lender or the Borrower may have against the Agent, the Borrower, any Lender or any other Person for any reason whatsoever; (ii) any adverse change in the condition (financial or otherwise) of the Borrower; or (iii) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. Without limiting the liability and obligation of each Lender to make such advances, the Borrower authorizes the Agent to charge the Borrower's loan account to the extent amounts received from the Lenders are not

sufficient to repay in full the amount of any such deficiency. To the extent that any Lender has failed to fund all such payments and Revolving Loans or Term Loans, as applicable, the Agent shall be entitled to set off the funding short-fall against that Lender's pro rata share of all payments received from the Borrower.

(c) The Agent, for the account of the Lenders, shall disburse all amounts to the Borrower and shall handle all collections. It is understood that for purposes of advances to the Borrower and for purposes of this Section 2.4, the Agent is using the funds of the Agent.

(d) Unless the Agent shall have been notified in writing by any Lender prior to any advance to the Borrower that such Lender will not make the amount which would constitute its share of the Borrowing on such date available to the Agent, the Agent may assume that such Lender shall make such amount available to the Agent on a Settlement Date, and the Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. A certificate of the Agent submitted to any Lender with respect to any amount owing under this Section 2.4 shall be conclusive, absent manifest error. If such Lender's share of such Borrowing is not in fact made available to the Agent by such Lender on the Settlement Date, the Agent shall be entitled to recover such amount with interest thereon at the rate per annum applicable to Revolving Loans hereunder, on written demand, from the Borrower without prejudice to any rights which the Agent may have against such Lender hereunder. Nothing contained in this shall relieve any Lender which has failed to make available its Applicable Percentage of any borrowing hereunder from its obligation to do so in accordance with the terms hereof. Nothing contained herein shall be deemed to obligate the Agent to make available to the Borrower the full amount of a requested advance when the Agent has any notice (written or otherwise) that any of the Lenders will not advance its Applicable Percentage thereof.

(e) On the Settlement Date, the Agent and the Lenders shall each remit to the other, in immediately available funds, all amounts necessary so as to ensure that, as of the Settlement Date, the Lenders shall have their Applicable Percentage share of all outstanding Obligations other than in respect of F/X Contracts, which shall remain with the F/X Bank.

(f) The Agent shall forward to each Lender, at the end of each calendar month, a copy of the account statement rendered by the Agent to the Borrower.

(g) The Agent shall, after receipt of any interest and fees earned under this Agreement, promptly remit to the Lenders their Applicable Percentage of any (i) fees they are entitled to receive, and (ii) interest computed at the rate and as provided for in this Agreement on all outstanding amounts advanced by the Lenders on each Settlement Date, prior to adjustment, that are subsequent to the last remittance by the Agent to the Lenders of such interest amounts. This shall not apply to fees in respect of F/X Contracts, which shall be retained by the F/X Bank.

2.5 Interest.

(a) The Loans comprising each Canadian Prime Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days or 366 days, as the case may be) at a rate per annum equal to the Canadian Prime Rate plus the Applicable Margin from time to time in effect. The Loans comprising each Base Rate Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days at a rate per annum equal to the Base Rate plus the Applicable Margin from time to time in effect.

(b) If a Default or an Event of Default has occurred and is continuing, all amounts outstanding hereunder (including, without duplication, all Loans and all Letter of Credit Exposure but excluding F/X Exposure) shall bear interest, after as well as before judgment, at a rate per annum

equal to 2% plus the rate otherwise applicable to such Loan or, in the case of any amount not constituting principal or interest on a Loan, at a rate equal to 2% plus the rate otherwise applicable to, in the case of Canadian Dollar amounts, Canadian Prime Loans, or in the case of U.S. Dollar amounts, Base Rate Loans.

(c) Accrued interest on each Loan shall be payable in arrears on the earlier of (i) each applicable Interest Payment Date, and (ii) the date of termination of the Commitments. In addition, in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(d) All interest hereunder shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Any Loan that is repaid on the same day on which it is made shall bear interest for one day. The applicable Canadian Prime Rate or Base Rate shall be determined by the Agent, and such determination shall be conclusive absent manifest error.

(e) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 360-day or 365-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

(f) If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by any Applicable Law or would result in a receipt by that Lender of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law or so result in a receipt by that Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

- (i) first, by reducing the amount or rate of interest required to be paid to the affected Lender under Section 2.5;
- (ii) second, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the affected Lender which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada);
- (iii) third, by reducing the amount of principal Exposure outstanding; and
- (iv) thereafter, by returning any remaining amount to the Borrower.

2.6 Termination and Reduction of Commitments.

(a) Unless previously terminated and subject to any earlier demand for payment upon the occurrence of an Event of Default, the Commitments shall terminate on the Maturity Date.

(b) The Borrower may, upon five Business Days prior written notice to the Agent, permanently cancel any unused portion of the Commitments. The Agent shall promptly notify each Lender of the receipt by the Agent of any such notice. Any such cancellation shall be applied

rateably in respect of the Commitments of each Lender. Each notice delivered by the Borrower pursuant to this Section 2.6(b) shall be irrevocable. Notwithstanding the termination of this Agreement, until all Obligations are irrevocably and indefeasibly paid and performed in full, the Credit Parties shall remain bound by the terms of this Agreement and under the Loan Documents and shall not be relieved of any of their Obligations and the Agent and Lenders shall retain all their rights and remedies hereunder and under the Loan Documents (including, without limitation, in all then existing and after-arising Collateral).

(c) Unless the Commitments have been previously terminated, upon the occurrence of the Maturity Date, the Commitment of each Lender shall be permanently reduced to an amount equal to the amount of the Loans made by such Lender at such date and the Commitment shall be permanently reduced by an amount equal to such reduction of such Commitment.

(d) Subject to the other terms and conditions of this Agreement and unless the Commitments have been earlier terminated, the Commitments shall be available hereunder from the Effective Date until the Maturity Date.

2.7 Repayment of Loans.

The Borrower hereby unconditionally promises to pay to (i) the Agent for the account of each Lender the then unpaid principal amount of each Loan and all other Obligations on the earlier of the Maturity Date and the date that the Commitment is terminated pursuant to Section 2.6(b) or Section 7.1.

2.8 Evidence of Debt.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Borrowing made by such Lender hereunder, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Agent shall maintain accounts in which it shall record (i) the amount of each Borrowing made hereunder and the Type thereof, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, and (iii) the amount of any sum received by the Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) The entries made in the accounts maintained pursuant to Sections 2.8(a) and (b) shall be conclusive evidence (absent manifest error) of the existence and amounts of the obligations recorded therein and shall be admissible in any action or proceeding arising therefrom; provided that the failure of any Lender or the Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Borrowings in accordance with the terms of this Agreement. In the event of a conflict between the records maintained by the Agent and any Lender, the records maintained by the Agent shall govern.

(d) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Agent and acceptable to the Borrower, acting reasonably. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

2.9 Prepayments.

(a) Mandatory Borrowing Base Prepayments. If, subject to Section 2.9(c), at any time the aggregate Exposure of all Lenders is in excess of (i) the Borrowing Base or (ii) the total Commitment, the Borrower shall, upon request by the Agent, promptly pay to the Agent, for the account of the Lenders, the amount of such excess to be applied (i) first, in satisfaction of all Reimbursement Obligations, if any, outstanding at such time, (ii) second, as a prepayment of the Revolving Loans, and (iii) third, as Cover for any remaining Letter of Credit Exposure and F/X Exposure in an amount of such remaining excess.

(b) Application of Cover Amount. The amount of Cover shall be paid by the Borrower under Section 2.9(a) to the Agent and retained by the Agent in a collateral account maintained by the Agent at its Payment Office and collaterally assigned to, or charged in favour of, the Agent as security until such time as the Borrower is no longer required to pay Cover under Section 2.9 (in which case Agent shall release to the Borrower or apply to the Obligations the amount of any Cover in excess of the amount required under Section 2.9) or the applicable Letters of Credit and F/X Contracts shall have expired or matured and Reimbursement Obligations, if any, with respect thereto shall have been fully satisfied; provided that if any such Reimbursement Obligations are not satisfied when due hereunder, the Agent may apply any or all amounts in such collateral account in satisfaction of any or all such Reimbursement Obligations.

(c) Currency Fluctuations. If, at any time, the Canadian \$ Equivalent of the Loans made by any Lender to the Borrower under any Credit exceeds the Commitment of such Lender under such Credit by more than 3% (any such excess being referred to in this Section as an “**Excess Amount**”), then the Borrower will forthwith upon the written request of the Agent repay to the Agent, for the account of each applicable Lender, an amount equal to the Excess Amount with respect to such Lender. The Agent shall request repayment of any Excess Amount forthwith upon request therefor by any Lender, but the Agent is not otherwise required to monitor Excess Amount levels or to request repayment thereof.

(d) Voluntary Prepayment. The Borrower may, upon delivery of a Repayment Notice to the Agent (delivered in accordance with the notice periods applicable to delivery of a Borrowing Request under Section 2.3(a)), prepay all or any part of a Canadian Prime Borrowing, or Base Rate Borrowing. Each Repayment Notice delivered hereunder shall be irrevocable. No prepayment under this Section 2.9(d) shall permanently reduce or terminate any of the Commitments.

(e) Notice by Agent. Upon receipt of any prepayment or Repayment Notice pursuant to this Section 2.9, the Agent shall promptly notify each applicable Lender of the contents thereof. Each Repayment Notice provided by the Borrower in respect of any permanent repayment or prepayment hereunder shall be in the form of Exhibit F and shall be irrevocable at such time as the Agent or any Lender has commenced taking any action pursuant to any such prepayment notice.

(f) Mandatory Repayment of Principal – Term Facility. The principal amount of the Term Loans shall be repaid in 36 equal monthly principal instalments. The first principal payment will commence on the earlier of (i) the first month following the eighteen month anniversary of the Effective Date, and (ii) the first month following the date in which there shall be no further availability to obtain advances pursuant to the Term Credit.

(g) Mandatory Repayments from Proceeds of Debt Issues. If any Credit Party incurs any Indebtedness (other than Indebtedness that is not already permitted hereunder) for borrowed money, an amount equal to the entire cash proceeds of such Indebtedness (net of reasonable, *bona fide* direct transaction costs and expenses incurred in connection with incurring such Indebtedness, including fees, legal and other professional fees and disbursements in connection with such

Indebtedness) shall be paid by the Borrower (irrespective as to which Credit Party incurred the Indebtedness) to the Agent, within two (2) Business Days of the closing of the transaction under which such Indebtedness is incurred and shall be applied in permanent repayment of outstanding Obligations (if any) under the Term Credit. Each such repayment shall be applied in inverse order of maturity of scheduled repayments.

(h) Mandatory Repayment on Dispositions. Except for dispositions permitted pursuant to Section 6.3 (the net proceeds of which shall not be required to be paid to the Agent in accordance with this Section (h)), after any disposition by any Credit Party in which such Credit Party has not (i) within 180 days from the date of the disposition, reinvested such proceeds in the Borrower's business, or (ii) has determined that it will not reinvest such proceeds in the Borrower's business, the Borrower shall within five (5) Business Days of such time deposit with the Agent the net cash proceeds to be applied in permanent repayment of outstanding Obligations under the Term Credit. The Borrower shall provide to the Agent a certificate confirming any such reinvestment. Each such repayment shall be applied in inverse order of maturity of scheduled repayments. Should there exist a Default or an Event Default, the net proceeds shall be immediately deposited with the Agent to be applied in accordance with the terms of this Section (h).

(i) Mandatory Repayments from Proceeds of Insurance.

- (i) If a Credit Party receives cash proceeds of insurance in an amount up to or equal to \$250,000, such Credit Party may retain such proceeds.
- (ii) If a Credit Party receives proceeds of insurance in an amount greater than \$250,000 for any individual incident, if no Default or Event of Default exists, request that all such insurance proceeds be ultimately released to the Borrower provided that a Credit Party enters into a *bona fide* arm's length contract to reinvest such proceeds in the business of the Borrower within one hundred eighty (180) days and such reinvestment has been completed within such one hundred and eighty (180) days following the entering of such contract. If following the one hundred and eighty (180) day period no Credit Party has entered into any such contract or following the one hundred and eighty (180) day period, such reinvestment has not been completed, such proceeds (or any remaining portion thereof) shall immediately be applied by the Agent against the Obligations (if any) under the Term Credit. Each such repayment shall be applied in inverse order of maturity of scheduled repayments.

2.10 [INTENTIONALLY DELETED]

2.11 **Fees.**

(a) The Borrower shall pay to the Agent for the account of and distribution to each Lender making Revolving Loans rateably in accordance with each such Lender's Applicable Percentage, in Canadian Dollars, an unused line fee (the "**Unused Line Fee**") for the period commencing on the Effective Date to but excluding the Maturity Date (or such earlier date as the Commitments to make Revolving Loans shall have been terminated entirely) computed at a rate of 0.25% per annum on the average daily excess amount of the aggregate Commitments to make Revolving Loans over the aggregate Exposure (but excluding, solely for the purpose of this Section 2.10, any F/X Exposure). The Unused Line Fees on the Commitments to make Revolving Loans shall be calculated monthly in arrears on the last Business Day of each calendar month (and on the date on which the Commitments terminate) and each such calculated amount shall be payable on the first Business Day of the immediately following calendar month (or on the date on which the

Commitments terminate, as the case may be). All Unused Line Fees shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower agrees to pay to the Agent for the account of each Lender rateably in accordance with each Lender's Applicable Percentage, a fee (a "**Letter of Credit Fee**") with respect to the provision of Letters of Credit, at the rate of 1.00% per annum on the average daily amount of the Letter of Credit Exposure with respect to documentary Letters of Credit and at the rate of 1.50% per annum on the average daily amount of the Letter of Credit Exposure with respect to standby Letters of Credit, in each case during the period from but excluding the Effective Date (or the date on which any Letter of Credit Exposure first exists to but excluding the latter of: (i) the date of termination of the Commitments and (ii) the date on which there ceases to be any Letter of Credit Exposure. All such Letter of Credit Fees shall be calculated monthly in arrears on the last Business Day of each calendar month (and on the date on which the Commitments terminate) and each such calculated amount shall be payable on the first Business Day of the immediately following calendar month (or on the date on which the Commitments terminate, as the case may be); provided that all Letter of Credit Fees, together with all Standard Letter of Credit Fees (as defined below), accruing after the date on which the Commitments terminate shall be payable on demand. All Standard Letter of Credit Fees payable pursuant to this Section 2.10(b) shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The Borrower also agrees to pay to the Issuing Bank, the Issuing Bank's standard fees (the "**Standard Letter of Credit Fees**") with respect to the issuing, administration, handling, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Such Standard Letter of Credit Fees shall be payable within 10 days after written demand by the Agent or the Issuing Bank. It is acknowledged and agreed by the Lenders that the Issuing Bank may charge fees and other amounts directly to the Agent as a condition to issuing Letters of Credit and such fees and other amounts, to the extent that the Agent has not been reimbursed therefor by the Borrower, shall be charged by the Agent against each Lender's rateable share (taking into account each such Lender's Applicable Percentage) of other amounts owing from the Agent to each Lender (including, without limitation, each such Lender's rateable share of Letter of Credit Fees).

(c) The Borrower agrees to pay to the Agent, for its own account, on the Effective Date the Loan Facility Fee (in Canadian Dollars).

(d) The Borrower agrees to pay to the Agent, for its own account, on the Effective Date and on the first Business Day of each calendar month thereafter the Collateral Management Fee, which the Borrower acknowledges and agrees shall be fully earned when paid.

(e) The Borrower agrees to pay to the Agent, for its own account, the Agent's standard charges, fees, costs and expenses for its field examinations, verifications and audits in an amount equal to \$1,200 per person per day plus such field examiner's and auditor's reasonable and documented out-of-pocket expenses.

(f) The Borrower agrees to pay to the Agent, for its own account, fees payable in the amounts and at the times separately agreed upon in writing between the Borrower and the Agent.

(g) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Agent, for its own account or for distribution to the Lenders or CIBC, as the case may be. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

2.12 Increased Costs; Illegality; Alternate Rate of Interest; Replacement of Lenders.

- (a) If any Change in Law shall:
 - (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or
 - (ii) impose on any Lender or the Issuing Bank any other condition affecting this Agreement (including the imposition on any Lender of, or any change to, any Indemnified Tax or other charge with respect to any Letter of Credit or participation therein, or its obligation to make any Letter of Credit);

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit or any Loan or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender, such additional amount or amounts as will compensate such Lender, for such additional costs incurred or reduction suffered.

(b) If any Lender, acting reasonably, determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy) and such Lender's desired return on capital, then from time to time the Borrower will, following the written request by such Lender, pay to such Lender, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered ("**Additional Compensation**"). Notwithstanding anything herein to the contrary, (a) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, and Basel Committee on Banking Supervision (or any successor or similar authority) or by United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, and (b) the Dodd-Frank Wall Street Reform and *Consumer Protection Act* (United States) and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Change in Law for purposes of this Section 2.12(b) regardless of the date enacted, adopted, issued or implemented.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender as specified in Sections 2.12(a) or (b), together with a brief description of the Change of Law (and attaching reasonable supporting documentation) and the basis for calculation of such amounts, shall be delivered to the Borrower, and shall be conclusive absent manifest error. In preparing any such certificate, a Lender shall be entitled to use averages and to make reasonable estimates, and shall not be required to "match contracts" or to isolate particular transactions. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.12 shall not constitute a waiver of such Lender's right to demand such compensation provided that the Borrower shall not be required to compensate a Lender or the Issuing Bank pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the Issuing Bank, as the case

may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the Issuing Bank's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) If any Lender requests compensation under this Section 2.12, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Lender Affiliates, if, in the judgment of such Lender, such designation or assignment (a) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.14, as the case may be, in the future, and (b) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower shall pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment. If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 2.12(e), the Borrower may (at its option) (i) replace such Lender in accordance with Section 9.16 (provided that any removal of CIBC as a Lender shall give rise to the immediate right of CIBC to concurrently resign as Agent hereunder) or (ii) the Borrower may, at its election, repay all outstanding amounts due to such affected Lenders (or such portion which has not been acquired pursuant to clause (i) above) and thereupon such Commitment of the affected Lenders shall be permanently cancelled and the aggregate Commitment shall be permanently reduced by the same amount and the Commitment of each of the other Lenders shall remain the same.

(f) If the Lender subsequently recovers all or part of the Additional Compensation paid by the Borrower, it shall repay an equal amount to the Borrower. The obligation to pay such Additional Compensation for subsequent periods will continue until the earlier of termination of the Loan or the Commitment affected by the Change in Law or the lapse or cessation of the Change in Law giving rise to the initial Additional Compensation. A Lender shall make reasonable efforts to limit the incidence of any such Additional Compensation. Notwithstanding the foregoing provisions, a Lender shall only be entitled to rely upon the provisions of this Section 2.12 if and for so long as it is not treating the Borrower in any materially different or in any less favourable manner than is applicable to any other customers of any relevant Lender, where such other customers are bound by similar provisions to the foregoing provisions of this Section 2.12.

2.13 Break Funding Payments.

In the event of the failure by the Borrower to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered by the Borrower pursuant hereto, then, in any such event, the Borrower shall compensate each Lender for the reasonable out-of-pocket loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.13 (including the basis for the calculation) shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

2.14 Taxes.

(a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction or withholding for any Indemnified Taxes;

provided that if the Borrower shall be required to deduct or withhold any Indemnified Taxes from such payments, then (i) the sum payable shall be increased as necessary so that, after making all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section 2.14), the Agent, or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deduction or withholding been made, (ii) the Borrower shall make such deduction or withholding, and (iii) the Borrower shall pay to the relevant Governmental Authority in accordance with Applicable Law the full amount deducted or withheld.

(b) In addition to the payments by the Borrower required by Section 2.14(a), the Borrower shall pay any and all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement to the relevant Governmental Authority in accordance with Applicable Law.

(c) The Borrower shall indemnify the Agent, and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes paid by the Agent, such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender, or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

(e) If the Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.14 and, in the Agent's or such Lender's opinion, such refund amount is both reasonably identifiable and quantifiable by it without involving it in an unacceptable administrative burden, it shall pay over such refund amount to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.14 with respect to the Taxes giving rise to such refund, and only to the extent that the Agent or Lender, as applicable, is satisfied that it may do so without prejudice to its right, as against the relevant Governmental Authority, to retain such refund), net of all out-of-pocket expenses of the Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of the Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Agent or such Lender if the Agent or such Lender is required to repay such refund to such Governmental Authority. Nothing herein contained shall (i) interfere with the right of the Agent or any Lender to arrange its affairs in whatever manner it thinks fit and, in particular, no Lender shall be under any obligation to claim relief for tax purposes on its corporate profits or otherwise, or to claim such relief in priority to any other claims, reliefs, credits or deductions available to it, or (ii) require the Agent or any Lender to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

2.15 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or amounts payable in respect of amounts payable under any of Sections 2.12, 2.13 or 2.14, or amounts otherwise payable hereunder) prior to 12:00 noon, Toronto time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Agent at the Payment Office, except that payments pursuant to any indemnities contained herein shall be made directly to the Persons entitled thereto. The Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under this Section 2.15 in respect of Base Rate Loans shall be made in U.S. Dollars. All other payments under this Section 2.15 shall be made in Canadian Dollars. The Borrower hereby authorizes the Agent to debit the Borrower's loan account to effect any payment due to the Lenders or the Agent pursuant to this Agreement. Any resulting overdraft in such account shall be payable by the Borrower to the Agent in same day funds.

(b) Unless an Event of Default has occurred and is continuing (in which case, Section 7.2(d) shall apply), if at any time insufficient funds are received by and available to the Agent to pay fully all amounts of principal, interest, fees, amounts payable in respect of amounts payable under any of Sections 2.12, 2.13 or 2.14 and other amounts payable hereunder, any available funds shall be applied (i) first, to pay any fees, indemnities or expense reimbursements then due to the Agent from the Borrower, (ii) second, to pay any fees or expense reimbursements then due to the Lenders from the Borrower, (iii) third, to pay interest due in respect of all Loans, (iv) fourth, to pay or prepay principal of the Loans and unpaid Reimbursement Obligations and (v) fifth, to the payment of any other Obligation due to the Agent or any Lender by the Borrower, including amounts payable under any of Sections 2.12, 2.13 or 2.14 and other amounts otherwise payable hereunder.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on or fees in respect of any of its Loans or its share of Reimbursement Obligations resulting in such Lender receiving payment of a greater proportion of the aggregate amount of any principal of or interest on or fees in respect of any of its Loans or participations in Reimbursement Obligations than the proportion to which it is entitled, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans or participations in Reimbursement Obligations owed to other Lenders (as the case may be) to the extent necessary so that the benefit of all such payments shall be shared by the Lenders rateably taking into account each of the Applicable Percentages in respect of each Lender; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) this Section 2.15(c) shall not apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in Reimbursement Obligations to any assignee or participant, other than to the Borrower or other Credit Party or any Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Agent shall have received written notice from the Borrower prior to the date on which any payment is due to the Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders, severally agrees to repay to the Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Agent, at the applicable rate for Canadian Prime Loans (if such amount is denominated in Canadian Dollars) or the applicable rate for Base Rate Loans (if such amount is denominated in U.S. Dollars).

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.15(d), then the Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Agent for the account of such Lender to satisfy such Lender's obligations under such Section 2.15(d) until all such unsatisfied obligations are fully paid.

(f) Nothing in this Agreement shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.16 Currency Indemnity.

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the "**Currency Due**"), then conversion shall be made at the rate of exchange prevailing at noon (Toronto time) on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which the Agent is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by the Agent of the amount due, the Borrower will, on the date of receipt by the Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Agent on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Agent is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the Agent is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower shall indemnify and save the Agent and the Lenders harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Agent from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

2.17 Collection of Accounts.

(a) Each Credit Party shall, and shall cause each other Credit Party to, at its expense, enforce, collect and receive all amounts owing on its Accounts in the ordinary course of its business and any proceeds it so receives shall be subject to the terms hereof. Any proceeds received by a Credit Party in respect of Accounts, and any cheques, cash, credit card sales and receipts, notes or

other instruments or property received by a Credit Party with respect to any Collateral, shall be deposited to the Blocked Accounts.

(b) Each Credit Party shall, and shall cause each other Credit Party to: (i) irrevocably authorize and direct any bank which maintains any Credit Party's initial receipt of cash, cheques and other items to promptly wire transfer all available funds to a Blocked Account; and (ii) advise all such banks of the Agent's security interest in such funds. The Borrower shall, and shall cause each other Credit Party to, provide the Agent with prior written notice of any and all deposit accounts opened or to be opened subsequent to the Effective Date. All amounts received by the Agent in payment of Accounts will be credited to the Blocked Account when the Agent is advised by its bank of its receipt of "collected funds" at the Agent's bank account in Toronto, Ontario on the Business Day of such advise if advised no later than 12:00 noon, Toronto time, or on the next succeeding Business Day if so advised after 12:00 noon, Toronto time. No cheques, drafts or other instrument received by the Agent shall constitute final payment to the Agent unless and until such instruments have actually been collected.

(c) Each Credit Party shall, and shall cause each other Credit Party to, establish and maintain, in its own respective name and at its expense, deposit accounts and lock boxes with such banks as are acceptable to the Agent (the "**Blocked Accounts**") into which the Borrower shall promptly cause to be deposited: (i) all proceeds of Collateral received by any Credit Party, including all amounts payable to any Credit Party from credit card issuers and credit card processors, and (ii) all amounts on deposit in deposit accounts used by any Credit Party at each of its locations, all as further provided in Section 2.17(b). The banks at which the Blocked Accounts are established and the applicable Credit Parties shall enter into three-party agreements, in form and substance satisfactory to the Agent (the "**Blocked Account Agreements**"), providing that, among other things, all cash, cheques and items received or deposited in the Blocked Accounts are subject to Liens in favour of the Agent, that the depository bank has no Lien upon, or right of set off against, the Blocked Accounts and any cash, cheques, items, wires or other funds from time to time on deposit therein, except as otherwise provided in the Blocked Account Agreements, on a daily basis the depository bank will wire, or otherwise transfer, in immediately available funds, all funds received or deposited into the Blocked Accounts to such bank account as the Agent may from time to time designate for such purpose. The Borrower hereby confirms and agrees that all amounts deposited in such Blocked Accounts and any other funds received and collected by the Agent, whether as proceeds of Inventory or other Collateral or otherwise, shall be subject to the Liens in favour of the Agent. Concurrently with the establishment by any Credit Party after the date hereof of any bank account, such Credit Party shall provide the Agent with an amended Schedule 3.27 reflecting such new account.

(d) The parties hereto hereby acknowledge, confirm and agree that the implementation of the cash management arrangements is a contractual right provided to the Agent and the Lenders hereunder in order for the Agent and the Lenders to manage and monitor their collateral position and not a proceeding for enforcement or recovery of a claim, or pursuant to, or an enforcement of, any security or remedies whatsoever, that the cash management arrangements contemplated herein are critical to the structure of the lending arrangements contemplated herein, that the Lenders are relying on the Borrower's acknowledgement, confirmation and agreement with respect to such cash management arrangements in making accommodations of credit available to the Borrower and in particular that any accommodations of credit are being provided by the Lenders to the Borrower strictly on the basis of a borrowing base calculation to fully support and collateralize any such accommodations of credit hereunder.

2.18 Letters of Credit.

Subject to Sections 4.1 and 4.2, the Borrower may request, and the Issuing Bank shall issue, Letters of Credit in accordance with this Section 2.18:

(a) Within the limits of the Commitments and the Borrowing Base, and the other limitations contained in this Agreement, the Borrower may obtain Letters of Credit from the Issuing Bank, denominated in Canadian Dollars or U.S. Dollars, in an amount not to exceed the outstanding amount of the Letter of Credit Sub-Line. The issuance of Letters of Credit for amounts in excess of the limitation set forth herein shall at all times and in all respects be in the Agent's sole discretion. It is understood that the form of each Letter of Credit and all documentation in connection therewith, and any amendments, modifications or extensions thereof, must be mutually acceptable to the Agent, the Issuing Bank and the Borrower. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(b) By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the Lenders, the Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Agent, for the account of the Issuing Bank, such Lender's Applicable Percentage of each disbursement made by the Issuing Bank and not reimbursed by the Borrower on the date due, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. If the Issuing Bank shall make any disbursement in respect of a Letter of Credit, the Borrower shall reimburse such disbursement by paying to the Agent an amount equal to such disbursement not later than 12:00 noon, on the date that such disbursement is made, if the Borrower shall have received notice of such disbursement prior to 10:00 a.m., on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 noon, on (i) the Business Day that the Borrower receives such notice, if such notice is received prior to 10:00 a.m., on the day of receipt, or (ii) the Business Day immediately following the day that the Borrower received such notice, if such notice is not received prior to such time on the day of receipt. In the alternative, the Agent shall have the right, without notice to the Borrower, to charge the Borrower's loan account with the amount of any and all indebtedness, liability or obligation of any kind incurred by the Issuing Bank or the Agent under any Letter of Credit at the earlier of (a) payment by the Issuing Bank under any Letter of Credit; or (b) the occurrence and continuance of an Event of Default, unless the Borrower has provided Cover to the Agent in an amount equal to the face amount of all Letters of Credit. If the Agent so charges the Borrower's loan account then the Letter of Credit Exposure Amount with respect to any such Letter of Credit shall be equal to zero. Additionally, if the Borrower fails to comply with this Section 2.18(b) and there is sufficient Excess Availability for the Agent to so charge the Borrower's loan account then the failure to so comply with this Section 2.18(b) shall not be a Default or Event of Default. Any amount so charged to the Borrower's loan account shall be deemed a Canadian Prime Rate Loan or a US Base Rate Loan hereunder, depending on the currency of the Borrower's payment obligation thereunder, and shall incur interest at the rate provided in Section 2.5.

(c) The Borrower unconditionally indemnifies the Agent and the Issuing Bank and holds the Agent and the Issuing Bank harmless from any and all loss, claim or liability incurred by the Issuing Bank or the Agent arising from any transactions or occurrences relating to Letters of Credit established or opened for the Borrower's account, the collateral relating thereto and any drafts or acceptances thereunder, and all Obligations thereunder, including any such loss or claim due to any errors, omissions, negligence, misconduct or action taken by the Issuing Bank, other than for any such loss, claim or liability arising out of or related to the gross negligence or willful misconduct by the Agent or the Issuing Bank. This indemnity shall survive termination of this Agreement.

(d) The Issuing Bank and the Agent shall not be responsible for: (a) the existence, character, quality, quantity, condition, packing, value or delivery of the goods purporting to be represented by any documents; (b) any difference or variation in the character, quality, quantity, condition, packing, value or delivery of the goods from that expressed in the documents; (c) the validity, sufficiency or genuineness of any documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (d) the time, place, manner or order in which shipment is made; partial or incomplete shipment, or failure or omission to ship any or all of the goods referred to in the Letters of Credit or documents; (e) any deviation from instructions; (f) delay, default, or fraud by the shipper and/or anyone else in connection with the goods or the shipping thereof; or (g) any breach of contract between the shipper or vendors and the Borrower.

(e) Each of the Credit Parties agrees that any action taken by the Issuing Bank or the Agent, if taken reasonably and in good faith, under or in connection with any Letter of Credit, the drafts or acceptances, shall be binding on the Credit Parties and shall not result in any liability whatsoever of the Issuing Bank or the Agent to any Credit Party unless arising from the gross negligence or wilful misconduct of the Issuing Bank. In furtherance thereof, the Issuing Bank shall have the full right and authority to: (a) clear and resolve any questions of non compliance of documents; and (b) agree to any amendments, renewals, extensions, modifications, changes or cancellations of any of the terms or conditions of any of the applications, Letters of Credit, drafts or acceptances; all in the sole discretion of the Issuing Bank. The Issuing Bank shall be entitled to comply with and honor any and all such documents or instruments, all without any consent from any Credit Party.

(f) [INTENTIONALLY DELETED]

(g) If any Event of Default shall occur and be continuing, on the third Business Day following the date that the Borrower receives notice from the Agent or the Required Lenders demanding the deposit of Cover, the Borrower shall deposit in an account with the Agent, in the name of the Agent and for the benefit of the Lenders, the required amount of Cover. Such deposit shall be held by the Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Agent to reimburse the Issuing Bank for disbursements pursuant to Letters of Credit for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the Letter of Credit Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide Cover hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived. For so long as such Cover is on deposit as required by this Section 2.19(i) the Letter of

Credit Exposure Amount with respect to any such Letter of Credit for which Cover has been so deposited shall be equal to zero.

2.19 F/X Contracts.

Subject to Sections 4.1 and 4.2, the Borrower may request F/X Contracts in accordance with this Section 2.19:

(a) Within the limits of the Commitments and the Borrowing Base and the other limitations as contained in this Agreement, the Borrower may obtain F/X Contracts in an amount such that the F/X Exposure does not to exceed the outstanding amount of the F/X Contract Sub-Line at the time such F/X Contract is entered into. The entry into F/X Contracts for amounts in excess of the limitation set forth herein shall at all times and in all respects be in the Agent's sole discretion. Any F/X Contract will be documented by separate documentation in the form required by the F/X Bank. The term, form and purpose of the F/X Contract and all confirmations and other documentation in connection therewith, and any amendments, modifications or extensions thereof, must be mutually acceptable to the F/X Bank and the Borrower.

(b) The Agent shall have the right, without notice to the Borrower, to charge the Borrower's loan account with the amount of any and all indebtedness, liability or obligation of any kind incurred by the Agent or the F/X Bank under any F/X Contract at such time which is the earlier of (a) payment by the Agent under the F/X Contract; or (b) the occurrence and continuance of an Event of Default, unless the Borrower has provided Cover to the Agent. Any amount charged to Borrower's loan account shall be deemed a Canadian Prime Loan or a Base Rate Loan hereunder, depending on the currency of the Borrower's payment obligation in respect of such F/X Contract, and shall incur interest at the rate provided in Section 2.5.

(c) Each of the Credit Parties unconditionally indemnifies the Agent and the F/X Bank and holds the Agent harmless from any and all loss, claim or liability incurred by the Agent or the F/X Bank arising from any transactions or occurrences relating to F/X Contracts, the collateral relating thereto, and all Obligations thereunder, including any such loss or claim due to any errors, omissions, negligence, misconduct or action taken by the F/X Bank, other than for any such loss, claim or liability arising out of the gross negligence or wilful misconduct of the Agent or the F/X Bank, as applicable. This indemnity shall survive termination of this Agreement. The Borrower agrees that any charges incurred by the Agent or the F/X Bank, as applicable, are for the Borrower's account and may be charged to the Borrower's loan account.

(d) Each of the Credit Parties agrees that any action taken by the Agent, if taken reasonably and in good faith, or any action taken by the F/X Bank, under or in connection with the F/X Contracts or the Collateral, shall be binding on the Credit Parties and shall not result in any liability whatsoever of the Agent or any Lender to any Credit Party.

(e) All rights, remedies, duties and obligations of the Credit Parties in respect of F/X Contracts shall be secured by the Liens arising under the Security Documents.

2.20 [INTENTIONALLY DELETED]

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

In order to induce the Agent and the Lenders to enter into this Agreement, to make any Loans hereunder, to issue any Letters of Credit hereunder and to permit the Borrower to obtain F/X Contracts, each Credit Party hereby represents and warrants to the Agent and each Lender that

each statement set forth in this Article 3 is true and correct on the date hereof, and (other than those representations given as of a certain time) will be true and correct in all material respects on the date of each Borrowing (unless such representation and warranty is qualified as to materiality in which case it shall be true and correct in all respects), on the date each Letter of Credit is requested hereunder and on the date each Letter of Credit is issued hereunder:

3.1 Organization; Powers.

The Borrower and each other Credit Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now and formerly conducted and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

3.2 Authorization; Enforceability.

The Transactions are within each Credit Party's corporate or limited partnership powers and have been duly authorized by all necessary action. This Agreement and the other Loan Documents have been duly executed and delivered by Mastermind GP Inc. in its own capacity and as general partner of the Borrower and each other Credit Party party thereto and constitute legal, valid and binding obligations of the Borrower and each other Credit Party party thereto, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganisation, moratorium or other Applicable Laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

3.3 Governmental Approvals; No Conflicts.

As of the date hereof, the Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except as disclosed in Schedule 3.3, (b) will not violate any Applicable Law or the charter, by-laws or other organizational documents of the Borrower or any other Credit Party or any order of any Governmental Authority, (c) will not violate or result in a default under any Material Contract binding upon the Borrower or any other Credit Party or their respective assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any other Credit Party, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any other Credit Party, except for any Lien arising in favour of the Agent, for the benefit of the Lenders, under the Loan Documents.

3.4 Financial Condition; No Material Adverse Effect.

(a) The Borrower has furnished to the Lenders its consolidated balance sheets and statements of income, retained earnings and changes in financial position (i) as of and for the Fiscal Years ended 2011, 2012 and 2013, reported on by its auditors, and (ii) as of and for the fiscal month and the portion of the Fiscal Year ended August 31, 2014, certified by a Responsible Officer. Such financial statements present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of the Borrower as of such dates and for such periods in accordance with GAAP, subject to year end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since the later of December 31, 2013 and the date of the most recent financial statements delivered pursuant to Section 5.1(a), there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(c) All written information (including that disclosed in all financial statements) pertaining to the Borrower and the other Credit Parties (other than projections) (in this Section 3.4(c), the **"Information"**) that has been or will be made available to the Lenders, or the Agent by the Borrower and the other Credit Parties, taken as a whole, is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made. The projections that have been or will be made available to the Lenders, or the Agent by the Borrower or any representative of the Borrower have been or will be prepared in good faith based upon reasonable assumptions as at the times referred to therein.

(d) The Borrower has delivered to the Lender its monthly financial projections for its Fiscal Year ending December 31, 2014 and December 31, 2015, including projected balance sheets and income statements. Such financial projections have been prepared in good faith by the Borrower, are based on assumptions which are believed by the Borrower on the date hereof to be reasonable and are based on the best information available to the Borrower as of the date of delivery thereof.

3.5 Litigation.

(a) Except as disclosed in Schedule 3.5, there are no actions, suits, counterclaims or proceedings (including any Tax-related matter) by any Person or to the knowledge of the Borrower, investigation by any Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of the other Credit Parties (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters), or (ii) that involve this Agreement, any other Loan Document, or the Transactions.

(b) Since the date of this Agreement, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in a Material Adverse Effect.

3.6 Compliance with Applicable Laws and Agreements.

The Borrower and each other Credit Party is in compliance with all Applicable Laws applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. Neither the Borrower nor any other Credit Party has violated or failed to obtain any Authorization necessary to the ownership of any of its property or assets or the conduct of its business, which violation or failure could reasonably be expected to have a Material Adverse Effect.

3.7 Ownership.

As at the Effective Date, the registered and beneficial holders of all of the Equity Securities of the Borrower are as set out on Schedule 3.7.

3.8 Taxes.

The Borrower and each other Credit Party has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it (including all instalments with respect to the current period) and has made adequate provision for Taxes for the current period, except Taxes that are being contested in good

faith by appropriate proceedings and for which the Borrower or such other Credit Party, as applicable, has set aside on its books adequate reserves.

3.9 Titles to Real Property.

The Borrower and each other Credit Party have good and valid indefeasible fee simple title to their respective owned real properties (or in Quebec, owned immovable properties), and with respect to leased real properties, (or in the Province of Quebec, leased immovable property), title to the leasehold estate with respect thereto, pursuant to valid and enforceable leases, free and clear of all Liens except Permitted Liens, and Liens in respect of Priority Payables that are not yet due and payable.

3.10 Titles to Personal Property.

The Borrower and each other Credit Party have title to their respective owned personal property (or in Quebec, owned moveable properties), and with respect to leased personal property, title to the leasehold estate with respect thereto, pursuant to valid and enforceable leases, free and clear of all Liens except Permitted Liens, and Liens in respect of Priority Payables that are not yet due and payable.

3.11 Pension Plans

As of the Effective Date, the Borrower does not have any Pension Plans.

3.12 [INTENTIONALLY DELETED]

3.13 Defaults.

Neither the Borrower nor any other Credit Party is in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default (in any respect that would have a Material Adverse Effect) under any loan or credit agreement, indenture, mortgage, deed of trust, security agreement or other instrument or agreement evidencing or pertaining to any Indebtedness of or Lien against the Borrower or any other Credit Party, or under any Material Contract to which the Borrower or any other Credit Party is a party or by which the Borrower or any other Credit Party is bound, except as disclosed to the Lenders in Schedule 3.13. No Default has occurred and is continuing.

3.14 Casualties; Taking of Properties.

Since December 31, 2013, neither the business nor the properties of the Borrower or any other Credit Party have been affected in a manner that has had, or could reasonably be expected to have, a Material Adverse Effect as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labour disturbance, embargo, requisition or taking of property or cancellation of contracts, permits or concessions by any domestic or foreign Governmental Authority, riot, activities of armed forces, or acts of God or of any public enemy.

3.15 Subsidiaries.

As of the Effective Date, Schedule 3.15 correctly sets forth the (i) names, (ii) form of legal entity, (iii) Equity Securities issued and outstanding, (iv) Equity Securities owned by each Credit Party or a Subsidiary of such Credit Party (and specifying such owner), and (v) jurisdictions of organization of all Credit Parties and their Subsidiaries. Except as described in Schedule 3.15, as of the Effective Date, the Credit Parties directly or indirectly do not own any Equity Securities or debt

security which is convertible, or exchangeable, for Equity Securities of any other Person. Unless otherwise indicated in Schedule 3.15, as of the Effective Date, all of the outstanding Equity Securities of each Credit Party (other than Mastermind GP Inc.) is directly or indirectly owned of record and beneficially by the Borrower, there are no outstanding options, warrants or other rights to purchase Equity Securities of any such Credit Party, and all such Equity Securities so owned are duly authorized, validly issued, fully paid and non-assessable, and were issued in compliance with all applicable federal, provincial or foreign securities and other Applicable Laws, and are free and clear of all Liens, except for Permitted Liens.

3.16 Insurance.

All policies of fire, liability, workers' compensation, casualty, flood, business interruption and other forms of insurance owned or held by the Borrower or any other Credit Party are (a) sufficient for compliance with all requirements of Applicable Law and of all agreements to which the Borrower or any other Credit Party is a party, (b) are valid, outstanding and enforceable policies, (c) provide adequate insurance coverage in at least such amounts and against at least such risks (but including in any event public liability) as are usually insured against in the same general area by Persons engaged in the same or a similar business to the assets and operations of the Borrower and each other Credit Party, (d) will not in any way be adversely affected by, or terminate or lapse by reason of, the Transactions, and (e) are held in the name of a Credit Party. All such material policies are in full force and effect, all premiums with respect thereto have been paid in accordance with their respective terms, and no notice of cancellation or termination has been received with respect to any such policy. Neither the Borrower nor any other Credit Party maintains any formalized self-insurance program with respect to its assets or operations or material risks with respect thereto. The certificate of insurance delivered to the Agent pursuant to Section 4.1(f) contains an accurate and complete description of all material policies of insurance owned or held by the Borrower and each other Credit Party on the Effective Date.

3.17 Solvency.

Neither the Borrower nor any other Credit Party is an "insolvent person" within the meaning of the BIA.

3.18 Material Contracts.

Schedule 3.18 sets out all Material Contracts as of the Effective Date. A true and complete copy of each Material Contract has been delivered to the Agent as of the Effective Date. As of the Effective Date each of the Material Contracts is in full force and effect. Neither the Borrower nor any other Credit Party is in default under or in breach of any term or condition of any Material Contract that would have, either individually or in the aggregate, a Material Adverse Effect, nor is the Borrower or any other Credit Party aware of any material default under or material breach of any term or condition of any Material Contract by any other party thereto that would have, either individually or in the aggregate, a Material Adverse Effect.

3.19 Environmental Matters.

Except as disclosed to the Lenders in the Disclosed Matters schedule (Schedule 3.19):

(a) Environmental Laws. Neither any property of the Borrower or any other Credit Party nor the operations conducted thereon violate any applicable order of any court or Governmental Authority or any Environmental Laws, which violation could reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable

Governmental Authority of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant property.

(b) Notices and Permits. All notices, permits, licenses or similar authorizations, if any, required to be obtained or filed by the Borrower or any other Credit Party in connection with the operation or use of any and all property of the Borrower or any other Credit Party, including but not limited to past or present treatment, transportation, storage, disposal or Release of Hazardous Materials into the environment, have been duly obtained or filed, except to the extent the failure to obtain or file such notices, permits, licenses or similar authorizations could not reasonably be expected to have a Material Adverse Effect, or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant property.

(c) Hazardous Substances Carriers. All Hazardous Materials generated at any and all property of the Borrower or any other Credit Party have been treated, transported, stored and disposed of only in accordance with all Environmental Laws applicable to them, except to the extent the failure to have such Hazardous Materials transported, treated or disposed by such carriers could not reasonably be expected to have a Material Adverse Effect, and only at treatment, storage and disposal facilities maintaining valid permits under applicable Environmental Laws, which carriers and facilities have been and are operating in compliance with such permits, except to the extent the failure to have such Hazardous Materials treated, transported, stored or disposed at such facilities, or the failure of such carriers or facilities to so operate, could not reasonably be expected to have a Material Adverse Effect or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant property.

(d) Hazardous Materials Disposal. In the course of the operations of the Borrower and the other Credit Parties and, to the knowledge of the Borrower and the other Credit Parties with respect to the operations of others, no Hazardous Materials have been disposed of or otherwise Released and there has been no threatened Release of any Hazardous Materials on or to any property of the Borrower or any other Credit Party other than in compliance with Environmental Laws, except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant property.

(e) No Contingent Liability. The Borrower and the other Credit Parties have no material contingent liability in connection with any Release or threatened Release of any Hazardous Materials into the environment other than such contingent liabilities at any one time and from time to time which could reasonably be expected to exceed \$250,000 and for which adequate reserves for the payment thereof as required by GAAP have been provided, or which could reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to such Release or threatened Release.

3.20 Employee Matters.

Except as set forth on Schedule 3.20, as of the Effective Date, none of the Borrower or any of the other Credit Parties, nor any of their respective employees, is subject to any collective bargaining agreement. There are no strikes, slowdowns, work stoppages or controversies pending or, to the best knowledge of the Borrower, threatened against the Borrower or any other Credit Party, or their respective employees, which could reasonably be expected to have, either individually

or in the aggregate, a Material Adverse Effect. Except as set forth in Schedule 3.20, as of the Effective Date, none of the Borrower nor any other Credit Party is subject to an employment contract providing for a fixed term of employment or providing for special payments on termination of employment. Each of the Borrower and the other Credit Parties has withheld from each payment to each of their respective officers, directors and employees the amount of all Taxes, including income tax, Canada Pension Plan, Québec Pension Plan, employment insurance and other payments and deductions required to be withheld therefrom, and has paid the same to the proper taxation or other receiving authority in accordance with Applicable Law. None of the Borrower nor any other Credit Party is subject to any claim by or liability to any of their respective officers, directors or employees for salary (including vacation pay) or benefits which would rank in whole or in part *pari passu* with or prior to the Liens created by the Security Documents, other than Permitted Liens to the extent reserved for as Priority Payables of any Credit Party.

3.21 Fiscal Year.

The Fiscal Year of each Credit Party ends on December 31 of each calendar year.

3.22 Intellectual Property Rights.

The Borrower and each Credit Party is the registered and beneficial owner of, with good and marketable title, free of all licenses, franchises and Liens other than Permitted Liens, to all patents, patent applications, trade marks, trade mark applications, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, or other rights with respect to the foregoing and other similar property, used in or necessary for the present and planned future conduct of its business, without any conflict with the rights of any other Person, other than as listed on Schedule 3.22, or other than for such conflicts as could not reasonably be expected to have a Material Adverse Effect. All material patents, trade marks, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, and other similar rights owned or licensed by the Borrower or any other Credit Party as of the Effective Date, and all rights of the Borrower and each other Credit Party as of the Effective Date to the use of any patents, trade marks, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, or other similar rights, are described in Schedule 3.22 (collectively, the “**Intellectual Property Rights**”). Except as set forth in Schedule 3.22 as of the Effective Date, no material claim has been asserted and is pending by any Person with respect to the use by the Borrower or any other Credit Party of any intellectual property or challenging or questioning the validity, enforceability or effectiveness of any intellectual property necessary for the conduct of the business of the Borrower or any other Credit Party. Except as disclosed in Schedule 3.22 or except as could not reasonably be expected to have a Material Adverse Effect, (i) the Borrower and each other Credit Party has the exclusive right to use the intellectual property which the Borrower (or each other Credit Party) owns, (ii) all applications and registrations for such intellectual property are current, and (iii) to the knowledge of the Borrower and the other Credit Parties, the conduct of the Borrower's and each other Credit Party's business does not infringe the intellectual property rights of any other Person.

3.23 Residency of Borrower for Tax Purposes.

As of the Effective Date, each of the Credit Parties is a resident of Canada for tax purposes.

3.24 Restricted Payments.

Since the Effective Date, no Restricted Payment has been declared, paid, or made upon or in respect of Equity Securities of any Credit Party except as expressly permitted hereby.

3.25 Indebtedness.

None of the Credit Parties has any Indebtedness except (a) the Obligations, (b) the Indebtedness set forth in the most recent financial statements delivered to the Agent, or the notes thereto, (c) Tax obligations (including deferred Taxes), trade payables and other contractual obligations arising in the ordinary course of business as carried on by the Credit Parties and their Subsidiaries since the date of such financial statements, and (d) Indebtedness permitted under Section 6.1.

3.26 Workers' Compensation.

None of the Credit Parties has any unpaid workers' compensation or like obligations except as are being incurred, and paid on a current basis in the ordinary course of business, and there are no proceedings, claims, actions, orders or investigations of any Governmental Authority relating to workers' compensation outstanding, pending or, to their knowledge, threatened relating to them or any of their employees or former employees which could reasonably be expected to have a Material Adverse Effect.

3.27 Bank Accounts.

Schedule 3.27 contains a complete and accurate list of all bank accounts maintained by the Credit Parties with any bank or other financial institution as of the Effective Date.

3.28 Real Property and Leases.

Schedule 3.28 hereto is a correct and complete list of all real property owned by each Credit Party, all leases and subleases of real property or personal property by any Credit Party, as lessee or sublessee, and all leases and subleases of real property or personal property by any Credit Party, as lessor or sublessor.

3.29 Further Real Property Matters.

(a) Except as advised in writing to the Agent, no investigation or proceeding of any Governmental Authority is pending in respect of real property owned by any of the Credit Parties. No part of any such real property has been condemned, taken or expropriated by any Governmental Authority, federal, state, provincial, municipal or any other competent authority.

(b) Except as advised in writing to the Agent, all present uses in respect of any real property of the Credit Parties may lawfully be continued and all permitted uses are satisfactory for the Credit Parties' current and intended purposes; and

(c) As of the Effective Date, no Inventory is located at any leased real property of the Credit Parties except as indicated in Schedule 3.28.

3.30 Jurisdictions of Credit Parties.

Schedule 3.30 sets out, as of the Effective Date, (i) the various jurisdictions in which the Borrower and each other Credit Party carries on business or has tangible assets (other than inventory in transit) having an aggregate value in excess of Cdn.\$50,000, and (ii) the chief executive office, principal place of business and the office where it keeps its records respecting its Credit Card Account Receivables.

3.31 Corporate Name; Prior Transactions.

Except as set forth in Schedule 3.31, none of the Credit Parties has during the five (5) years preceding the Effective Date used any other corporate, or been a party to any amalgamation, merger or consolidation, or acquired all or substantially all of the assets of any Person or acquired any of its or their Property out of the ordinary course of business.

3.32 Brokers.

Except as set forth on Schedule 3.32, no broker or finder acting on behalf of any Credit Party or Affiliate thereof brought about the obtaining, making or closing of the Commitments or the Loans, and no Credit Party or Affiliate thereof has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith.

3.33 Customer and Trade Relations.

As of the Effective Date, there exists no actual or, to the knowledge of any Credit Party, threatened termination or cancellation of the business relationship of any Credit Party with any supplier material to its operations.

**ARTICLE 4
CONDITIONS**

4.1 Effective Date.

The obligations of the Lenders to make Loans or to permit the issuance of a Letter of Credit or to permit the Borrower to obtain an F/X Contract shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.2):

(a) Credit Agreement. The Agent (or its counsel), each Lender, and the Issuing Bank shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of each party hereto, or (ii) written evidence satisfactory to the Agent (which may include facsimile transmission of a signed signature page of this Agreement) that each such party has signed a counterpart of this Agreement.

(b) Legal Opinions. The Agent shall have received a favourable written opinion of counsel to the Borrower and the Credit Parties, in a form satisfactory to the Agent, acting reasonably, and covering such other matters relating to the Borrower, the Credit Parties, this Agreement, the Security Documents, or the Transactions as the Lenders shall reasonably request (together with copies of all factual certificates and legal opinions delivered to such counsel in connection with such opinion upon which counsel has relied).

(c) Corporate Certificates. The Agent shall have received:

- (i) certified copies of the resolutions of the Board of Directors of Mastermind GP Inc., and any other Credit Party which is a party to any Loan Document, dated as of the Effective Date, and approving, as appropriate, the Loans, this Agreement and the other Loan Documents, and all other documents, if any, to which the Borrower or such other Credit Party is a party and evidencing corporate authorization with respect to such documents; and
- (ii) a certificate of a Responsible Officer of Mastermind GP Inc., and any other Credit Party which is a party to any Loan Document, dated as of the

Effective Date, and certifying (A) the name, title and true signature of each officer of such Person authorized to execute this Agreement and the other Loan Documents to which it is a party, (B) the name, title and true signature of each officer of such Person authorized to provide the certifications required pursuant to this Agreement, including certifications required pursuant to Section 5.1 and Borrowing Requests, and (C) that attached thereto is a true and complete copy of the articles of incorporation (or equivalent) and bylaws of the Borrower, and any other Credit Party which is a party to any Loan Document, as amended to date, and a recent certificate of status, certificate of compliance, good standing certificate or analogous certificate (if available).

(d) Closing Conditions Certificate. The Agent shall have received a certificate, dated the Effective Date and signed by a Responsible Officer of the Borrower, confirming compliance with the conditions set forth in Section 4.2(a) and (b).

(e) Fees. The Agent and the Lenders shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all legal fees and other Out-of-Pocket Expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document, and all fees payable hereunder.

(f) Insurance. The Agent shall have received a certificate of insurance dated not more than 30 days prior to the Effective Date, evidencing that the Borrower and the Credit Parties are carrying insurance in accordance with Section 5.9 hereof.

(g) Inventory Control Systems; Appraisal; Field Audit; Opening Availability. The Agent shall have reviewed and be satisfied with the Collateral, the inventory control systems, the books and records and the reporting capability of the Credit Parties. The Agent shall have received appraisals, completed by a reputable and independent appraisal firm at the expense of the Borrower, determining the net orderly liquidation value of the inventory of the Credit Party. In addition, the Agent shall have received the results of an updated field audit, and the Borrowing Base on the Effective Date shall be sufficient in value, as determined by Agent, to provide Borrower with Excess Availability, after giving effect to the extensions of credit to be made hereunder on the Effective Date (on a pro forma basis, with trade payables being paid currently, and expenses and liabilities being paid in the ordinary course of business and without acceleration of sales or deterioration of working capital) of at least \$3,000,000.

(h) Execution and Delivery of Documentation. The Borrower and any other Credit Party which is a party to any Loan Document shall have duly authorized, executed and delivered all documents, including Loan Documents, required hereunder, all in form and substance satisfactory to the Agent, acting reasonably, and all of the Security Documents shall have been registered in all offices in which, in the opinion of the Agent or its counsel, registration is necessary or of advantage to preserve the priority of the Liens intended to be created thereby (or where real property registrations have not yet been completed because of land registry office registration delays, the title insurer has confirmed that gap coverage is in effect under the title insurance policy or commitment to title insure), and duplicate copies of such Security Documents bearing or accompanied by appropriate endorsements or certificates of registration shall have been delivered to the Agent. The Agent shall have received and be satisfied with the results of all personal property, bankruptcy, execution and other searches conducted by the Agent and its counsel with respect to the Borrower and any other Credit Party in all jurisdictions selected by the Agent and its counsel. The Agent shall have received and be satisfied with all estoppel letters, acknowledgements, waivers, subordinations, postponements, discharges, priority agreements and inter-creditor and non-disturbance agreements as the Agent may reasonably require to ensure its first priority, subject to Permitted Liens, over and

unfettered access to, the Collateral or, in the Permitted Discretion of the Agent, have implemented Availability Reserves in connection therewith.

(i) Security Documents. The Agent shall have received:

- (i) a guarantee executed by each Credit Party other than the Borrower in favour of the Agent, as agent for the Lenders, dated as of the Effective Date;
- (ii) a general security agreement (or movable hypothec with respect to any personal property located in the Province of Quebec) executed by each Credit Party in favour of the Agent, as agent for the Lenders, dated as of the Effective Date, constituting a first-priority Lien on all property from time to time of each Credit Party, subject to no Liens except Permitted Liens;
- (iii) an assignment of insurance executed by each Credit Party in favour of the Agent, as agent for the lenders, dated as of the Effective Date; and
- (iv) security under Section 427 of the *Bank Act* (Canada), executed by the Borrower in favour of each Lender qualified to hold such security, in each case in respect of any amounts owing by the Borrower to such Lender,

provided that if any of the foregoing documents are not suitable for use in any jurisdiction, the applicable Credit Party shall provide to the Agent alternative document(s) with substantially equivalent substantive effect and which are suitable for use in such jurisdiction.

(j) Regulatory Approval; Consents; Waivers. The Agent and the Lenders shall be satisfied, acting reasonably, that all material Authorizations required in connection with the Transactions contemplated hereby have been obtained and are in full force and effect (including all approvals listed in Schedule 3.3), and that all consents and waivers required to consummate the Transactions have been obtained, to the extent that consummation of the Transactions would otherwise be restricted or prohibited under the terms of any Material Contract to which the Borrower or any other Credit Party is a party, or by which it is bound, in each case without the imposition of any burdensome provisions.

(k) Delivery of Financial Statements. The Agent and the Lenders shall have received and be satisfied with the financial statements described in Section 3.4(a) and unaudited consolidated and consolidating balance sheets of the Borrower and its Subsidiaries (*pro forma* as of the Effective Date).

(l) No Material Adverse Change. The Agent and the Lenders shall be satisfied that, since December 31, 2013, there has not been a Material Adverse Change.

(m) Indebtedness. The Transactions contemplated in this Agreement and the other Loan Documents shall not have caused any event or condition to occur which has resulted, or which will result, in any Material Indebtedness becoming due prior to its scheduled maturity or that permits (with or without the giving of notice, the lapse of time, or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, or which will result in the creation of any Liens under any Indebtedness.

(n) Blocked Account/Cash Management Systems. The Agent shall have received evidence satisfactory to the Agent that, as of the Effective Date, blocked account and cash

management systems complying with Section 2.17 have been established and are currently being maintained in the manner set forth in such Section 2.17, and the Agent shall have received copies of duly executed tri-party blocked account and other control agreements satisfactory to the Agent, acting reasonably, with the banks and other Persons as required by Section 2.17.

(o) Material Contracts. The Agent and the Lenders shall be satisfied with the terms and conditions of each of the Material Contracts.

(p) Cancellation of Existing Credit Lines. The Agent shall have received one or more pay off letters, in form and substance satisfactory to the Agent, confirming that the Borrower shall have repaid all amounts outstanding under its existing credit lines, and that all such existing credit lines shall have been cancelled permanently.

(q) Capitalization Arrangement. The Lenders shall be satisfied with the capital structure of the Borrower, that the Borrower is solvent, and that the Borrower has sufficient working capital to pay its debts as they become due.

(r) Judgments/Litigation. The Agent shall be satisfied that there are no judgments outstanding, and no legal or administrative proceedings (including in any court arbitrator or any Governmental Authority) pending or threatened except as expressly permitted hereunder which could reasonably be expected to give rise to a Material Adverse Effect.

(s) Equity Injection. The Borrower shall provide a certificate confirming that at least \$5,750,000 was invested in the Borrower in July 2014.

(t) "Know Your Customer" Information. The Agent and the Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

(u) Other Documentation. The Agent and the Lenders shall have received such other documents and instruments as are customary for transactions of this type or as they may reasonably request.

The obligations of the Lenders to make Loans hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.2) at or prior to 3:00 p.m., Toronto time, on October 24, 2014 (and, in the event such conditions are not so satisfied or waived by such time, the Commitments shall terminate at such time). The conditions set forth in Section 4.1 are for the exclusive benefit of the Lenders, and may be waived by the Lenders in accordance with Section 9.2 at any time and from time to time, with or without further conditions.

4.2 Each Credit Event.

The obligations of the Lenders to make any Loan or to permit the issuance of any Letter of Credit or to permit the Borrower to obtain any F/X Contract (including the initial Borrowing hereunder) shall be conditional upon each of the following conditions being satisfied (or waived in accordance with Section 9.2):

(a) the representations and warranties of the Borrower set forth in this Agreement shall be true and correct in all material respects on and as of the date of each such Borrowing (unless such representation and warranty is qualified as to materiality in which case it shall be true and correct in all respects) (including the date of issuance, amendment, renewal or extension of such

Letter of Credit, as applicable) as if made on such date (except where such representation or warranty refers to a different date);

(b) at the time of and immediately after giving effect to such Borrowing (including the issuance, amendment, renewal or extension of such Letter of Credit, as applicable), no Default shall have occurred and be continuing; and

(c) the Agent shall have received a Borrowing Request in the manner and within the time period required by Section 2.3; and

(d) except as may be otherwise agreed to from time to time by the Agent and the Borrower in writing, after giving effect to the extension of credit requested to be made by the Borrower on such date, the aggregate Exposure will not exceed the lesser of (i) the Commitments, or (ii) an amount equal to the Borrowing Base.

Each Borrowing, including each issuance, amendment, renewal or extension of a Letter of Credit, shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the accuracy of the matters specified in paragraphs (a) and (b) above. This requirement does not apply on the conversion or rollover of an existing Borrowing provided that the aggregate outstanding Borrowings will not be increased as a consequence thereof.

ARTICLE 5 AFFIRMATIVE COVENANTS

From (and including) the Effective Date until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit and F/X Contracts shall have expired and been terminated and all Reimbursement Obligations have been satisfied by the Borrower, the Borrower and each other Credit Party covenants and agrees with the Lenders that:

5.1 Financial Statements and Other Information.

The Borrower will furnish to the Agent and each Lender:

(a) as soon as available and in any event within 120 days after the end of each Fiscal Year of the Borrower, its audited consolidated balance sheet and related statements of income, retained earnings and changes in financial position as of the end of and for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by PriceWaterhouseCoopers LLP or other independent auditors of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower on a consolidated basis in accordance with GAAP consistently applied;

(b) as soon as available and in any event within 30 days after the end of each calendar month, its unaudited consolidated balance sheet and related statements of income, retained earnings and changes in financial position as of the end of such month and the then elapsed portion of the Fiscal Year which includes such calendar month, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by a Responsible Officer as presenting fairly in all material respects the financial condition and results of operations of the Borrower on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of notes;

(c) concurrently with the financial statements required pursuant to Sections 5.1(a) and (b) above, a certificate of the Borrower, signed by a Responsible Officer in the form of Exhibit G;

(d) copies of each management letter issued to the Borrower by its auditors promptly following consideration or review thereof by the Board of Directors of the Borrower, or any committee thereof (together with any response thereto prepared by the Borrower);

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any other Credit Party with any securities commission, stock exchange or similar entity, and all materials distributed out of the ordinary course by the Borrower to its limited partners and which relate to matters in which any Lender or the Agent, in such capacities, can reasonably be expected to have an interest;

(f) promptly upon the request of the Agent, and in any event no less frequently than the tenth Business Day of each calendar month, (together with a copy of all or any part of the following reports requested by any Lender in writing after the Effective Date), a Borrowing Base Report, as of the last day of the immediately preceding calendar month that reflects the Accounts as at the last business day of such month, together with a report of Priority Payables as at such date, accompanied by such supporting detail and documentation as shall be requested by the Agent in its reasonable discretion including:

- (i) an accounts receivable aging (including both summary and detail format) showing Credit Card Account Receivables outstanding, aged from invoice date as follows: 1 to 5 days and 6 days or more past due, accompanied by such supporting detail and documentation as shall be requested by the Agent in its reasonable discretion, including the ledger for disputed/legal accounts;
- (ii) a calculation of the Credit Card Account Receivables which would not meet the criteria of an Eligible Credit Card Account Receivables;
- (iii) a copy of the internally generated month end cash receipts and collections journal;
- (iv) Borrower prepared reconciliation of the cash receipts journal to the blocked depository account;
- (v) a detailed, monthly, Inventory listing of the Borrower and each Credit Party by location, type and product group with a supporting perpetual Inventory report, in each case, accompanied by such supporting detail and documentation as shall be requested by the Agent in its Permitted Discretion; such summaries and reports shall include the dollar value thereof both at cost, determined on a first-in, first out basis, and at fair market value;
- (vi) a calculation and report as to the Inventory which does not meet the definition of Eligible Inventory;
- (vii) detailed monthly accounts payable aging including an aged listing of the ten largest accounts payable for the month; and
- (viii) written confirmation that all rent payments under each lease of real property (under which a Credit Party is a tenant) has been paid.

(g) monthly within 30 days of the last day of each calendar month:

- (i) a copy of the internally generated general ledger report as at the month end;
 - (ii) a reconciliation of Credit Card Account Receivables aging to the general ledger and to the financial statement as at the month end;
 - (iii) a reconciliation of the monthly inventory perpetual listing to the general ledger and to the financial statement as at the month end; and
 - (iv) promptly upon receipt thereof, copies of all material correspondence, actuarial valuation reports and other filings with any pension regulators or the applicable Governmental Entity to which such correspondence, reports and filings must be sent (including any filings furnished to the trustee under any Pension Plan and any valuation reports prepared by the Borrower's actuary and confirming that all contributions to be made in respect of the Pension Plans have been made when due).
- (h) such other reports designating, identifying and describing the Accounts and Inventory as required by the Agent and on a more frequent basis as the Agent may reasonably request in its reasonable credit discretion;
- (i) the results of each physical verification, if any, that the Borrower may have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory, within 30 days of completion of any such physical verification (and, if a Default or an Event of Default has occurred and be continuing, the Borrower shall, upon the request of the Agent, conduct, and deliver the results of, such physical verifications as the Agent may require);
- (j) such appraisals of the inventory of the Borrower and the Credit Parties as the Agent may request at any time, such appraisals to be conducted at the expense of the Borrower by an appraiser that is acceptable to the Agent, and shall be in scope, form and substance acceptable to the Agent; provided that the Borrower shall be responsible for the expenses of only two (2) set of appraisals in any Fiscal Year unless an Event of Default has occurred and is continuing, in which case the Borrower will be liable for the expenses of any further appraisals (in any Fiscal Year) required by the Agent in its Permitted Discretion;
- (k) promptly after the Borrower learns of the receipt or occurrence of any of the following, a certificate of the Borrower, signed by a Responsible Officer, specifying (i) any official notice of any violation, possible violation, non-compliance or possible non-compliance, or claim made by any Governmental Authority pertaining to all or any part of the properties of the Borrower or any other Credit Party which could reasonably be expected to have a Material Adverse Effect, (ii) any event which constitutes a Default or Event of Default, together with a detailed statement specifying the nature thereof and the steps being taken to cure such Default or Event of Default, (iii) the receipt of any notice from, or the taking of any other action by, the holder of any promissory note, debenture or other evidence of Indebtedness of the Borrower or any other Credit Party in an amount in excess of Cdn.\$250,000 with respect to an actual or alleged default, together with a detailed statement specifying the notice given or other action taken by such holder and the nature of the claimed default and what action the Borrower or the relevant Subsidiary is taking or proposes to take with respect thereto, (iv) any default or non-compliance of any party to any of the Loan Documents with any of the terms and conditions thereof or any notice of termination or other proceedings or actions which could reasonably be expected to adversely affect any of the Loan Documents, (v) the creation, dissolution, merger or acquisition of any Subsidiary of the Borrower, (vi) any event or condition not previously disclosed to the Agent, which violates any Environmental Law and which could potentially, in the Borrower's reasonable judgment, have a Material Adverse Effect, (vii) any material amendment to, termination of, or material default under a Material Contract

or any execution of, or material amendment to, termination of, or material default under, any material collective bargaining agreement, and (viii) any other event, development or condition which may reasonably be expected to have a Material Adverse Effect;

(l) promptly after the occurrence thereof, notice of the institution of or any material adverse development in any action, suit or proceeding or any governmental investigation or any arbitration before any court or arbitrator or any Governmental Authority against the Borrower or any other Credit Party or any of its or their Subsidiaries or any material property of any thereof which could reasonably be expected to have a Material Adverse Effect;

(m) promptly after the filing thereof with any Governmental Authority (if requested by the Agent), copies of each annual and other material report (including applicable schedules and actuarial reports) with respect to each Pension Plan of the Borrower or any other Credit Party or any trust created thereunder;

(n) at the cost of the Borrower, a report or reports of an independent collateral field examiner (which collateral field examiner may be the Agent or an Affiliate thereof) approved (i) by the Borrower, whose approval shall not be unreasonably withheld, and (ii) by the Agent with respect to the Eligible Accounts and Eligible Inventory components included in the Borrowing Base. The Agent may (and, at the direction of the Required Lenders, shall) request such reports or additional reports as it (or the Required Lenders) shall reasonably deem necessary. If no Default or Event of Default has occurred during a Fiscal Year, then the Borrower will only be liable for the expense of two (2) field examination during such Fiscal Year; however (A) if an Event of Default has occurred and is continuing then the Borrower will be liable for the expense of any additional field examinations in such Fiscal Year;

(o) upon request by the Agent, a summary of the insurance coverages of the Borrower and any other Credit Party, in form and substance reasonably satisfactory to the Agent, and upon renewal of any insurance policy, a copy of an insurance certificate summarizing the terms of such policy, and upon request by the Agent, copies of the applicable policies;

(p) on or before May 31st of each year, an annual budget of the Borrower on a consolidated and consolidating basis (consolidating on the basis of principal lines of business of Mastermind GP Inc.), approved by the Board of Directors of Mastermind GP Inc., setting forth in reasonable detail and on a monthly basis the projected revenues and expenses (including capital expenditures) of the Borrower for the following Fiscal Year, it being recognized by the Lenders that projections as to future results are not to be viewed as fact and that the actual results for the period or periods covered by such projections may differ from the projected results;

(q) on or prior to January 31 of each year, a preliminary forecast of the Borrower on a consolidated basis; and

(r) concurrently with any delivery of financial statements under Section 5.1 (a) or (b) above, a certificate of a Responsible Officer of the Borrower (i) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 5.1(a) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate, (ii) identifying all its Subsidiaries existing on the date of such certificate and indicating, for each such Subsidiary, and whether such Subsidiary is a Guarantor and whether such Subsidiary was formed or acquired since the end of the previous calendar month, (iii) identifying any parcels of real property or improvements thereto that have been acquired by any Credit Party since the end of the previous calendar month, and (iv) identifying any Permitted Acquisitions that have been completed since the end of the previous calendar month,

including the date on which each such Permitted Acquisition was completed and the consideration therefor.

5.2 Existence; Conduct of Business.

Each Credit Party will do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence (subject only to Section 6.3), and obtain, preserve, renew and keep in full force and effect any and all rights, licenses, permits, privileges and franchises material to the conduct of its business.

5.3 Payment of Obligations.

Each Credit Party will pay its obligations, including Tax liabilities, that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (b) the Borrower or such other Credit Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

5.4 Maintenance of Properties.

Each Credit Party will keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

5.5 Books and Records; Inspection Rights.

Each Credit Party will keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. Each Credit Party will permit any representatives designated by the Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, during normal business hours and not more than twice per Fiscal Year provided that there shall be no limitation for visits and inspections while there exists an Event of Default.

5.6 Compliance with Applicable Laws and Material Contracts.

Each Credit Party will comply with all Applicable Laws and orders of any Governmental Authority applicable to it or its property and with all of its Material Contracts, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Credit Party shall modify, amend or alter its certificate or articles of incorporation.

5.7 Use of Proceeds and Letters of Credit.

The proceeds of the Revolving Loans will be used for working capital and other general corporate purposes of the Borrower which shall include, without being limiting, Capital Expenditures and the opening of new "Mastermind" stores. The proceeds of the Term Loans will be used to finance new "Mastermind" store openings.

5.8 Further Assurances.

Each Credit Party will cure promptly any defects in the execution and delivery of the Loan Documents, including this Agreement. Upon request, each Credit Party will, at its expense, as promptly as practical, execute and deliver to the Agent, all such other and further documents,

agreements and instruments in compliance with or performance of the covenants and agreements of the Borrower or any other Credit Party in any of the Loan Documents, including this Agreement, or to further evidence and more fully describe the Collateral, or to correct any omissions in any of the Loan Documents, or more fully to state the security obligations set out herein or in any of the Loan Documents, or to perfect, protect or preserve any Liens created pursuant to any of the Loan Documents, or to make any recordings, to file any notices, or obtain any consents, all as may be necessary or appropriate in connection therewith, in the judgment of the Agent, acting reasonably.

5.9 Insurance.

Each Credit Party shall maintain insurance on its property and assets under such policies of insurance, with such insurance companies, in such reasonable amounts and covering such insurable risks as a prudent Person engaged in a similar business and owning or leasing similar properties and assets in the same general area as the Credit Parties operate. All such policies shall list the Agent as a loss payee or additional insured (as applicable). All original policies (or true copies thereof) which relate to Collateral are to be delivered to the Agent, with the loss payable endorsement in the Agent's favour, and shall provide for not less than thirty (30) days prior written notice to the Agent of the exercise of any right of cancellation. Upon the occurrence and continuance of an Event of Default, the Agent shall, subject to the rights of any holders of Permitted Liens holding claims senior to the Agent, have the sole right, in the name of the Agent, the Borrower or any other applicable Credit Party, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies. If any part of the Collateral is lost or damaged by fire or other casualty and the insurance proceeds for such loss or damage is less than or equal to \$250,000, such insurance proceeds shall be paid to the Borrower. Notwithstanding the foregoing, to the extent such insurance proceeds are received by the Agent, the Agent shall promptly, and in any event within one (1) Business Day of receipt, remit such insurance proceeds to the applicable Credit Party. If any part of the Collateral is lost or damaged by fire or other casualty and the insurance proceeds for such loss or damage is greater than \$250,000, such insurance proceeds shall be paid to the Borrower, and the Borrower may irrevocably elect (by delivering written notice to the Agent) to reinvest the proceeds of such insurance in the business of the Credit Parties. If such election is not made by the Borrower, insurance proceeds shall be used by the Borrower to first repay outstanding Term Loans and thereafter Revolving Loans (provided that no such repayment of Revolving Loans shall reduce the Commitments of the Lenders to provide the Revolving Credit). Notwithstanding the foregoing, to the extent that such insurance proceeds are received by the Agent, the Agent shall promptly, and in any event within one (1) Business Day of receipt, remit such insurance proceeds to the Borrower to be applied in accordance with this Section 5.9. If the Borrower does not, or cannot, elect to use the insurance proceeds as set forth above, the Agent may, subject to the rights of any holders of Permitted Liens holding claims senior to the Agent in respect of such insurance proceeds, (i) if no Event of Default has occurred and is continuing, apply the insurance proceeds to the payment of any Term Loans until paid in full and (b) if an Event of Default has occurred and is continuing, apply the insurance proceeds to the Obligations in such manner and in such order as the Agent may reasonably elect. Upon the occurrence and during the continuance of an Event of Default, all insurance proceeds in respect of any Collateral shall be paid to the Agent. The Agent may apply such insurance proceeds to the Obligations in such manner as it may deem advisable in its sole discretion. In the event the Borrower fails to provide the Agent with timely evidence, acceptable to the Agent, of the maintenance of insurance coverage required pursuant to this Section 5.9, or in the event that any Credit Party fails to maintain such insurance, the Agent may purchase or otherwise arrange for such insurance, but at the Borrower's expense and without any responsibility on the Agent's part for: (i) obtaining the insurance; (ii) the solvency of the insurance companies; (iii) the adequacy of the coverage; or (iv) the collection of claims. The insurance acquired by the Agent

may, but need not, protect the Borrower's or any other Credit Party's interest in the Collateral, and therefore such insurance may not pay claims which the Borrower may have with respect to the Collateral or pay any claim which may be made against the Borrower in connection with the Collateral. In the event the Agent purchases, obtains or acquires insurance covering all or any portion of the Collateral, the Borrower shall be responsible for all of the applicable costs of such insurance, including premiums, interest (at the applicable interest rate for Revolving Loans set forth in Section 2.5), fees and any other charges with respect thereto, until the effective date of the cancellation or the expiration of such insurance. The Agent may charge all of such premiums, fees, costs, interest and other charges to the Borrower's loan account. The Borrower hereby acknowledges that the costs of the premiums of any insurance acquired by the Agent may exceed the costs of insurance which the Borrower may be able to purchase on its own. In the event that the Agent purchases such insurance, the Agent will promptly, and in any event within fifteen (15) days, notify the Borrower of said purchase.

5.10 [INTENTIONALLY DELETED]

5.11 Additional Subsidiaries; Additional Liens.

If, at any time on or after the Effective Date, the Borrower or any other Credit Party creates or acquires an additional Subsidiary or in some other fashion becomes the holder of any Equity Securities of a new Subsidiary, then to the extent permitted by Applicable Law, the Borrower and the other Credit Parties will cause such new Subsidiary to immediately execute and deliver to the Agent a guarantee, and security agreements, hypothecs and other security-related documents covering such new Subsidiary's Inventory, Accounts and other Collateral, all in form and substance satisfactory to the Agent, acting reasonably. In addition, if at any time on or after the Effective Date, the Borrower or any other Credit Party has Inventory, Accounts or other Collateral located in any jurisdiction in which the Agent does not hold duly perfected security in respect of the Inventory, Accounts or other Collateral of such Credit Party in such jurisdiction, the applicable Credit Party shall give notice to the Agent of those facts. If the Agent, acting reasonably, determines that it is practical to perfect security in such jurisdiction, the applicable Credit Party shall promptly execute all such security agreements, hypothecs and other security-related documents covering such Credit Party's Inventory, Accounts or other Collateral in such jurisdiction, all in form and substance satisfactory to the Agent, acting reasonably, and shall take all such action as may reasonably be required to ensure that the Liens in favour of the Agent in respect of the Inventory, Accounts or other Collateral of such Credit Party located in such jurisdiction are duly perfected. In connection with the execution and delivery of any guarantee, security agreement, intellectual property security agreements, hypothecs or related document pursuant to this Section, the Borrower and each other Credit Party will cause to be delivered to the Agent such corporate resolutions, certificates, legal opinions and such other related documents and registrations as shall be reasonably requested by the Agent and consistent with the relevant forms and types thereof delivered on the Effective Date or as shall be otherwise reasonably acceptable to the Agent. Each guarantee, security agreement, intellectual property security agreements, hypothecs and other documents delivered pursuant to this Section shall be deemed to be a Security Document from and after the date of execution thereof. For greater certainty, the Credit Parties acknowledge that, to the extent that Collateral is located in a jurisdiction in which the Agent does not hold duly perfected security in such Collateral in such jurisdiction, such Collateral is not eligible for inclusion in the Borrowing Base.

5.12 Security Matters

(i) Other than personal property in transit, the Credit Parties shall keep all Collateral in jurisdictions in which all required filings have been made for the perfection of the Liens created by the Security Documents, (ii) each Credit Party shall not change the location of its chief executive office or the location of the office where it keeps its records respecting the Credit Card Account

Receivables without giving prior written notice to the Agent of the new location and the date upon which such change is to take effect, (iii) upon the request of the Agent, each Credit Party shall deliver to the Agent possession of all originals of all negotiable documents, instruments and chattel paper owned or held by such Credit Party (duly endorsed in blank, if requested by the Agent), and (iv) at the request of the Agent, each Credit Party shall execute and deliver to the Agent any document required to acknowledge or register or perfect the Agent's interest in any intellectual property maintained by such Credit Party.

5.13 Tangible Net Worth Covenant.

The Borrower will, at all times maintain the Tangible Net Worth at a level not less than 85% of the Tangible Net Worth on the Effective Date which amount, for certainty, is \$11,534,616. Tangible Net Worth of the Borrower and its Subsidiaries on the Effective Date shall be determined on the Effective Date by the Borrower in a manner acceptable to the Agent. The Borrower's compliance with this Section 5.13 shall be tested monthly as at the last day of each month.

5.14 [INTENTIONALLY DELETED]

5.15 [INTENTIONALLY DELETED]

5.16 Environmental Laws.

Each of the Borrower and the other Credit Parties will conduct its business in compliance in all material respects with all Environmental Laws applicable to it or them, including those relating to the Credit Parties' generation, handling, use, storage and disposal of Hazardous Materials. Each of the Borrower and the other Credit Parties will take prompt and appropriate action to respond to any non-compliance or alleged non-compliance with Environmental Laws, and the Borrower shall regularly report to the Agent on such response to the extent such non-compliance or alleged non-compliance could reasonably be expected to result in a Material Adverse Effect or remedial obligations having a Material Adverse Effect. Without limiting the generality of the foregoing, whenever any Credit Party gives notice to the Agent pursuant to Section 5.1(l)(vi) and the Agent so requests, the Credit Parties shall, at the applicable Credit Party's expense:

(a) cause an independent environmental engineer acceptable to the Agent in its reasonable discretion to evaluate technical issues related to the non-compliance or alleged non-compliance and, where reasonable, conduct such tests of the site where the non-compliance or alleged non-compliance with Environmental Laws has occurred, and prepare and deliver to the Agent a report setting forth technical issues and the results of any such tests, a proposed plan for responding to any environmental problems described therein (where reasonably necessary, as determined in conjunction with legal counsel), and an estimate of the costs thereof;

(b) provide to the Agent a supplemental report of such engineer whenever the scope of the environmental problem, or the Credit Party's, and any other Person's response thereto or the estimated costs thereof, shall change to a material extent. Such reports shall also be addressed to the Agent and the Lenders and shall, as requested by the Agent, set out the results of such engineers' review of, among other things:

- (i) the internal policies and procedures of the Credit Parties relating to environmental regulatory compliance to ensure that all appropriate steps are being taken by or on behalf of the Credit Parties to comply in all material respects with all applicable requirements of Environmental Laws;

- (ii) the progress of compliance satisfaction, capital expenditures required to effect remedial steps and compliance deficiencies related to the matter for which notice was provided under Section 5.1(k)(vi);
- (iii) all other environmental audit reports which the Credit Parties or any predecessor has commissioned in the normal conduct of its business which relate to the subject matter of such notice; and
- (iv) the engineers' report and recommendations on results of tests performed or samples taken by it during the course of its review, irregularities or steps which may be taken to ensure continued compliance, as well as such other matters as the Borrower and/or the Agent may reasonably request from time to time in relation to the subject matter of such notice.

5.17 Landlords' Agreement, Mortgagee Agreements, Bailee Letters and Real Estate Purchases.

Each Credit Party shall use commercially reasonable efforts to obtain an Acceptable Landlord Waiver or Acceptable Bailee Letter, as applicable, from the lessor of each leased property, or bailee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located to the extent such Collateral shall be included in the Borrowing Base. Without limiting the foregoing, the Borrower shall use commercially reasonable efforts to deliver to the Agent within 60 days following the Effective Date (i) executed copies of Acceptable Landlord Waivers for each parcel of leased real property, and (ii) executed copies of Acceptable Bailee Letters (provided that the obligation of the Borrower shall only be to use commercially reasonable efforts to obtain such bailee letters) from each bailee who is in possession of any Collateral of any of the Credit Parties which is included in the Borrowing Base as at the Effective Date. With respect to such locations or warehouse space leased or owned as of the Effective Date and thereafter, if the Agent has not received an Acceptable Landlord Waiver or Acceptable Bailee Letter, as applicable, the Agent may establish such rent reserves with respect to leased premises and other Availability Reserves with respect to any other such location as may be established by the Agent in its Permitted Discretion. At any time following the Effective Date, no Inventory which is to be included in the Borrowing Base shall be located on real property that is leased or shall be shipped to a processor or converter under arrangements established after the Effective Date unless and until the Agent has established such rent reserves with respect to leased premises and other Availability Reserves with respect to any other such location as may be established by the Agent in its Permitted Discretion) or, unless and until an Acceptable Landlord Waiver or Acceptable Bailee Letter, as applicable, shall first have been obtained with respect to such location. Each Credit Party shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or public warehouse where any Collateral is or may be located. Notwithstanding the foregoing, should there exist no Event of Default no rent reserves shall be applied with respect to a leased premise.

5.18 [INTENTIONALLY DELETED]

5.19 Canadian Pension Plans.

The Borrower will not establish, maintain or commence contributing to any Pension Plans that provide defined benefit pension benefits. None of the Borrower, or any Credit Party or any of their respective Affiliates is subject to, nor will it be subject to (without the prior consent of the Agent), the United States Employee Retirement Income Security Act of 1974, as amended.

5.20 Collateral Monitoring and Review.

Upon the request of the Agent, after reasonable notice and during normal business hours, the Borrower permit the Agent or professionals (including, consultants, accountants, and/or appraisers) retained by the Agent to conduct appraisals, commercial finance examinations and other evaluations, including, of (i) the Credit Parties' practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves, related to the calculation of the Borrowing Base. In connection with any inventory appraisal and commercial finance examination relating to the computation of the Borrowing Base, the Borrower shall make such adjustments to the calculation of the Borrowing Base as the Agent shall reasonably require in its Permitted Discretion based upon the terms of this Agreement and the results of such inventory appraisal and commercial finance examination.

5.21 Physical Inventories.

The Borrower will cause physical inventories and periodic cycle counts to be undertaken, at the expense of the Credit Parties, in each case consistent with past practices (but in no event less frequently than one physical inventory per Fiscal Year), conducted by such inventory takers and following such methodology as is consistent with the immediately preceding inventory or as otherwise may be satisfactory to the Agent in its Permitted Discretion. The Agent, at the expense of the Credit Parties, may participate in and/or observe each scheduled physical count of Inventory which is undertaking on behalf of any Credit Party. The Credit Parties, within thirty days following the completion of any such inventory, shall provide the Agent with a reconciliation of the results of such inventory (as well as of any other physical inventory or cycle counts undertaken by a Credit Party) and shall post such results to the Credit Parties' stock ledgers and general ledgers, as applicable.

5.22 Application under the CCAA.

The Borrower acknowledges that its business and financial relationships with the Agent and the Lenders are unique from its relationship with any other of its creditors. The Borrower agrees that it shall not file any plan of arrangement under the *Companies' Creditors Arrangement Act* (the "CCAA Plan") which provides for, or would permit, directly or indirectly, the Agent or the Lenders to be classified in the same class with any other creditor of the Credit Parties for purposes of such CCAA Plan.

ARTICLE 6 NEGATIVE COVENANTS

From (and including) the Effective Date until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit and F/X Contracts shall have expired and been terminated and all Reimbursement Obligations have been satisfied by the Borrower, the Borrower and each other Credit Party covenants and agrees with the Lenders that:

6.1 Indebtedness.

No Credit Party will create, incur, assume or permit to exist any Indebtedness, except:

- (a) any Indebtedness created hereunder or under any other Loan Document;

- (b) any Indebtedness existing on the date hereof and set forth in Schedule 6.1 (including, any extensions or renewals of any such Indebtedness but excluding any replacements of any such Indebtedness);
- (c) any Indebtedness of one Credit Party to another Credit Party;
- (d) any Guarantee by a Credit Party of Indebtedness of any other Credit Party which is permitted hereunder;
- (e) any Indebtedness of the Credit Parties incurred under Purchase Money Liens or Capital Lease Obligations in an aggregate amount not exceeding Cdn.\$250,000 for all Credit Parties;
- (f) any Indebtedness in respect of trade letters of credit or Letters of Credit; and
- (g) any Indebtedness in respect of Swap Transactions entered into in compliance with Section 6.5, provided that the aggregate notional amounts under all such Swap Transactions shall not exceed \$500,000;
- (h) any Indebtedness in respect of corporate credit cards in a maximum amount not to exceed \$150,000; and
- (i) any Indebtedness consented to in writing by the Required Lenders.

6.2 Liens.

No Credit Party will, and no Credit Party will permit any Credit Party to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by any Credit Party or assign or sell any income or revenues (including Accounts of the Credit Parties) or rights in respect of any thereof, except Permitted Liens.

6.3 Fundamental Changes; Asset Sales.

(a) No Credit Party will merge into or amalgamate or consolidate with any other Person (other than with another Credit Party), or permit any other Person (other than with another Credit Party) to merge into or amalgamate or consolidate with it, or sell, transfer, lease or otherwise except as permitted by Section 6.3(c) dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or any of the Equity Securities of any of its Subsidiaries (in each case, whether now owned or hereafter acquired) other than with another Credit Party, or liquidate or dissolve without the prior written consent of the Agent.

(b) No Credit Party will engage to any material extent in any material business other than businesses of the type conducted by the Credit Party on the date of execution of this Agreement and businesses reasonably related or incidental thereto.

(c) No Credit Party will make any sale, lease, license, transfer, assignment or other disposition of all or any portion of its business, assets, rights, revenues or property, real, personal or mixed, tangible or intangible, whether in one transaction or a series of related transactions, other than (a) inventory sold in the ordinary course of business upon customary credit terms, (b) sales or dispositions of scrap or obsolete property which are not material in the aggregate, (c) sales or other dispositions of other assets not exceeding \$250,000 in any Fiscal Year.

6.4 Investments, Loans, Advances, Guarantees and Acquisitions.

Each Credit Party will not purchase, hold or acquire (including pursuant to any amalgamation with any Person that was not a Credit Party prior to such amalgamation) any Equity Securities, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any Investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person or otherwise make an Acquisition, except:

- (a) Investments by a Credit Party in the Equity Securities of any other Credit Party;
- (b) loans or advances made by one Credit Party to any other Credit Party;
- (c) Guarantees constituting Indebtedness permitted by Section 6.1;
- (d) Permitted Acquisitions;
- (e) Permitted Investments; and
- (f) Investments consented to in writing by the Required Lenders.

6.5 Swap Transactions.

No Credit Party will enter into any Swap Transaction or engage in any transactions in respect thereof, except (i) Swap Transactions entered into by the Borrower to hedge or mitigate risks to which the Borrower or any other Credit Party has actual exposure (other than those in respect of Equity Securities), (ii) Swap Transactions entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any other Credit Party, and (iii) F/X Contracts entered into pursuant to Section 2.19.

6.6 Restricted Payments.

No Credit Party will (without the prior written consent of the Agent) declare, pay or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) the Borrower may declare and pay dividends or make Restricted Payments with respect to its Equity Securities payable solely in additional Equity Securities, (b) any Credit Party (other than the Borrower) may declare and pay dividends or make Restricted Payments to the Borrower or any other Credit Party (other than the Borrower) and any Credit Party (other than the Borrower) may redeem or repurchase its own Equity Securities, (c) the payment of management fees to Birch Hill Equity Management Ltd. in an aggregate amount not to exceed \$250,000 in any Fiscal Year provided that there exists no Default or Event of Default at the time of the making of such payment, (d) the Borrower may make Restricted Payments to its partners in or in respect of any period in an aggregate amount equivalent to the taxes which would otherwise have been payable to the relevant tax authorities if the Borrower were a corporation; (e) the Borrower may redeem, purchase or otherwise acquire Equity Securities of the Borrower owned by any Employee Holdco upon the applicable employee, officer or director of such Employee Holdco ceasing to be an officer, director or employee of the Borrower or Mastermind GP Inc. provided that no such acts may be taken unless each of the following items are satisfied (x) there exists no Default or Event of Default (y) the Borrower has Average Excess Availability for the 60 days prior to the contemplated payment of no less than \$2,500,000, and (z) immediately following the Restricted Payment, the Borrower has Excess Availability of \$2,500,000, and (f) the Borrower may make other Restricted Payments subject to the terms herein: (i) if there has been no advance

under the Term Loan, there exists no Default or Event of Default and (x) the Borrower has Average Excess Availability for the 60 days prior to the contemplated payment of no less than \$2,500,000 and (y) immediately following the Restricted Payment, the Borrower has Excess Availability of \$2,500,000 , or (ii) if there has been an advance of a Term Loan, there exists no Default or Event of Default and (x) the Borrower has a Fixed Charge Coverage Ratio of no less than 1.1:1.0, (y) the Borrower has Average Excess Availability for the 60 days prior to the contemplated payment of no less than \$2,500,000 and (z) immediately following the Restricted Payment, the Borrower has Excess Availability of \$2,500,000.

6.7 Transactions with Affiliates.

No Credit Party will sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business at prices and on terms and conditions not less favourable to the Credit Party than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Credit Parties not involving any other Affiliate, and (c) pursuant to any transaction giving rise to the payment of any Restricted Payment permitted by Section 6.6. The foregoing restrictions shall not apply to: (i) the payment of reasonable and customary fees to directors of the Credit Party, (ii) any other transaction with any employee, officer or director of a Credit Party pursuant to employee profit sharing and/or benefit plans and compensation and non-competition arrangements in amounts customary for corporations similarly situated to the Credit Party and entered into in the ordinary course of business and approved by the board of directors of the Credit Party, or (iii) any reimbursement of reasonable out-of-pocket costs incurred by an Affiliate of the Credit Party on behalf of or for the account of the Credit Party.

6.8 [INTENTIONALLY DELETED]

6.9 Restrictive Agreements.

No Credit Party will directly or indirectly, enter into, incur or permit to exist any Material Contract that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, (b) the ability of a Credit Party (other than the Borrower) to pay dividends or other distributions with respect to any Equity Securities or with respect to, or measured by, its profits or to make or repay loans or advances to the Borrower or any other Credit Party or to provide a Guarantee of any Indebtedness of the Borrower or any other Credit Party, or (c) the ability of the Borrower or any other Credit Party to sell, lease or transfer any of its property to the Borrower or any other Credit Party; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by Applicable Law or by the Loan Documents, (ii) the foregoing shall not apply to restrictions and condition existing on the date hereof identified on Schedule 6.9 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary of the Borrower pending such sale, provided such restrictions and conditions apply only to the Subsidiary of the Borrower that is to be sold and such sale is permitted hereunder, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, and (v) clause (a) of the foregoing shall not apply to customary provisions in leases and other ordinary course contracts restricting the assignment thereof.

6.10 Capital Lease Obligations.

No Credit Party will create, incur, assume or suffer to exist, any Capital Lease Obligations, whether directly or as a guarantor, if, after giving effect thereto, the aggregate amount of all payments (for both principal and interest) required to be made by the Credit Parties on a consolidated basis pursuant to such Capital Lease Obligations would exceed Cdn.\$250,000 in any Fiscal Year.

6.11 Sales and Leasebacks.

No Credit Party will enter into any arrangement, directly or indirectly, with any Person whereby the Credit Party shall sell or transfer any property, whether now owned or hereafter acquired, and whereby the Credit Party shall then or thereafter rent or lease as lessee such property or any part thereof or other property which the Credit Party intends to use for substantially the same purpose or purposes as the property sold or transferred.

6.12 Pension Plan Compliance.

No Credit Party will permit to exist any Pension Plan that provides defined benefit pension benefits), or acquire an interest in any Person if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to any Pension Plan (that provides defined benefit pension benefits).

6.13 Sale or Discount of Receivables.

No Credit Party will discount or sell (with or without recourse) any of its Accounts.

6.14 Unconditional Purchase Obligations.

No Credit Party will enter into or be a party to, any Material Contract for the purchase of materials, supplies or other property or services, if such contract requires that payment be made by it regardless of whether or not delivery of such materials, supplies or other property or services is ever made, provided that this Section 6.14 shall not restrict the ability of any Credit Party to enter into any such contract in the ordinary course of its business to the extent that the materials, supplies or other property or services which are the subject matter of such contract are reasonably expected to be used by the applicable Credit Party in the ordinary course of its business.

6.15 [INTENTIONALLY DELETED]

6.16 No Amendments to Material Contracts.

No Credit Party will amend, modify or terminate (or waive any provision of or provide any consent under), any Material Contract in a manner which may reasonably be expected to have a Material Adverse Effect.

**ARTICLE 7
EVENTS OF DEFAULT**

7.1 Events of Default.

It shall constitute an event of default ("Event of Default") if any one or more of the following shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or, subject to the terms of this Agreement, any reimbursement obligation in respect of any Letter of Credit when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) above) payable under this Agreement, within three (3) Business Days the same shall become due and payable;

(c) any representation or warranty made or deemed made by or on behalf of any Credit Party in any Loan Document shall prove to have been incorrect when made or deemed to be made;

(d) any Credit Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.1(k)(ii) (notices of Defaults or Events of Default), 5.7, or in Article 6 (or in any comparable provision of any other Loan Document);

(e) any Credit Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clauses (a), (b) or (d) above) or any other Loan Document, and such failure shall continue unremedied for a period of 30 days after notice thereof from the Agent to the Borrower (which notice will be given at the request of any Lender);

(f) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this Section 7.1(f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness so long as the proceeds of such sale or transfer are sufficient to, and are applied to, reduce such secured Indebtedness to nil;

(g) any Credit Party:

- (i) becomes insolvent, or generally does not or becomes unable to pay its debts or meet its liabilities as the same become due, or admits in writing its inability to pay its debts generally, or declares any general moratorium on its indebtedness, or proposes a compromise or arrangement between it and any class of its creditors;
- (ii) commits an act of bankruptcy under the BIA, or makes an assignment of its property for the general benefit of its creditors under the BIA, or makes a proposal (or files a notice of its intention to do so) under the BIA;
- (iii) institutes any proceeding seeking to adjudicate it an insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief, under any federal, provincial or foreign Applicable Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization (other than as permitted hereunder), receivership, plans of arrangement or relief or protection of debtors (including the BIA, the *Companies' Creditors Arrangement Act* (Canada), the *United States Bankruptcy Code* and any applicable corporations legislation) or at common

law or in equity, or files an answer admitting the material allegations of a petition filed against it in any such proceeding;

- (iv) applies for the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property; or
- (v) takes any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in this Section 7.1(g) or in Section 7.1(h), or otherwise acts in furtherance thereof,

(h) any petition is filed, application made or other proceeding instituted against or in respect of any Credit Party:

- (i) seeking to adjudicate it an insolvent;
- (ii) seeking a receiving order against it under the BIA;
- (iii) seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief under any federal, provincial or foreign Applicable Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the BIA, the *Companies' Creditors Arrangement Act* (Canada) or the *United States Bankruptcy Code* and any applicable corporations legislation) or at common law or in equity; or
- (iv) seeking the entry of an order for relief or the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property;

and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 30 days after the institution thereof, provided that if an order, decree or judgment is granted or entered (whether or not entered or subject to appeal) against the Credit Party thereunder in the interim, such grace period will cease to apply, and provided further that if the Credit Party files an answer admitting the material allegations of a petition filed against it in any such proceeding, such grace period will cease to apply;

(i) any other event occurs which, under the Applicable Laws of any applicable jurisdiction, has an effect which is comparable to any of the events referred to in either of Sections 7.1(h) or (i);

(j) one or more judgments for the payment of money in a cumulative amount in excess of Cdn.\$250,000 (or its then equivalent in any other currency) in the aggregate, other than any judgment or order for which one or more of the Credit Parties will, to the satisfaction of the Agent (acting reasonably), recover under a policy of insurance is rendered against the Borrower, any other Credit Party or any combination thereof and the Borrower or the other Credit Party has not (i) provided for its discharge in accordance with its terms within 30 days from the date of entry thereof, or (ii) procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment has not been

stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal, provided that if enforcement and/or realization proceedings are lawfully commenced in respect thereof in the interim, such grace period will cease to apply;

(k) any property of any Credit Party having a fair market value in excess of Cdn.\$250,000 (or its then equivalent in any other currency) in the aggregate is seized (including by way of execution, attachment, garnishment, levy or distraint), or any Lien thereon securing Indebtedness in excess of Cdn.\$250,000 (or its then equivalent in any other currency) is enforced, or such property has become subject to any charging order or equitable execution of a Governmental Authority, or any writ of execution or distress warrant exists in respect of the Borrower, any other Credit Party or the property of any of them, or any sheriff or other Person becomes lawfully entitled by operation of law or otherwise to seize or distrain upon such property and in any case such seizure, enforcement, execution, attachment, garnishment, distraint, charging order or equitable execution, or other seizure or right, continues in effect and is not released or discharged for more than 45 days or such longer period during which entitlement to the use of such property continues with the Credit Party (as the case may be), and the Credit Party (as the case may be) is contesting the same in good faith and by appropriate proceedings, provided that if the property is removed from the use of the Credit Party (as the case may be), or is sold, in the interim, such grace period will cease to apply;

(l) one or more final judgments, not involving the payment of money and not otherwise specified in this Section 7.1(m), has been rendered against any Credit Party, other than any judgment or order for which one or more of the Credit Parties will, to the satisfaction of the Agent (acting reasonably), recover under a policy of insurance, the result of which could reasonably be expected to result in a Material Adverse Effect, so long as the Credit Party (as the case may be) has not (i) provided for its discharge in accordance with its terms within 30 days from the date of entry thereof, or (ii) procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment has been stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal, provided that if enforcement and/or realization proceedings are lawfully commenced in respect thereof in the interim, such grace period will cease to apply;

(m) this Agreement, any other Loan Document or any material obligation or other provision hereof or thereof at any time for any reason terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of any Credit Party, is declared to be void or voidable or is repudiated, or the validity, binding effect, legality or enforceability hereof or thereof is at any time contested by any Credit Party, or any Credit Party denies that it has any or any further liability or obligation hereunder or thereunder or any action or proceeding is commenced to enjoin or restrain the performance or observance by any Credit Party of any material terms hereof or thereof or to question the validity or enforceability hereof or thereof, or at any time it is unlawful or impossible for any Credit Party to perform any of its material obligations hereunder or thereunder;

(n) any Lien purported to be created by any Security Document shall cease to be, or shall be asserted by any Credit Party not to be, a valid, perfected, first priority (except as otherwise expressly provided in Loan Documents) Lien in Collateral with a fair market value or book value (whichever is greater) in excess, individually or in the aggregate, of Cdn.\$100,000 (or the equivalent in any other currency);

(o) a Material Adverse Change shall occur;

(p) a Change in Control shall occur;

(q) if any report of the Borrower's auditors contains any material qualification which is unacceptable to the Lenders acting reasonably; or

(r) if any Credit Party or any of its Subsidiaries violates any Environmental Law which results in an Action Request, Violation Notice or other notice or control order or cancellation of any license or certificate or approval, that results in a material disruption of any Credit Party's business or that could reasonably be expected to have a Material Adverse Effect;

then, and in every such event, and at any time thereafter during the continuance of such event or any other such event, the Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind except as set forth earlier in this paragraph, all of which are hereby waived by the Borrower, (iii) apply any amounts outstanding to the credit of the Borrower to repayment of all amounts outstanding under this Agreement, and (iv) declare any or all of the Security Documents to be immediately enforceable.

7.2 Remedies.

(a) If an Event of Default has occurred and is continuing, the Agent may, in its discretion, and shall, at the direction of the Required Lenders, do one or more of the following at any time or times and in any order, without notice to or demand on the Borrower: (i) reduce the Commitments, or the advance rates against Eligible Accounts and/or Eligible Inventory used in computing the Borrowing Base, or reduce one or more of the other elements used in computing the Borrowing Base; (ii) restrict the amount of or refuse to make Revolving Loans; (iii) restrict or refuse to provide Letters of Credit and F/X Contracts; (iv) terminate the Commitments; (v) declare any or all Obligations to be immediately due and payable; and (vi) pursue its other rights and remedies under the Loan Documents and applicable law and equity.

(b) If an Event of Default has occurred and is continuing and without limiting any rights or remedies arising under the Security Documents, (i) the Agent shall have for the benefit of the Lenders, in addition to all other rights of the Agent and the Lenders, the rights and remedies of a secured party under applicable law (including, as applicable, the PPSA and Civil Code of Quebec) in the jurisdiction where the Collateral is located and all rights and remedies provided for in the Loan Documents; (ii) the Agent may, at any time, take possession of the Collateral and keep it on the Borrower's or any Guarantor's premises, at no cost to the Agent or any Lender, or remove any part of it to such other place or places as the Agent may desire, or the Borrower or any Guarantor shall, upon the Agent's demand, at the Borrower's cost, assemble the Collateral and make it available to the Agent at a place convenient to the Agent; and (iii) the Agent may sell and deliver any Collateral at public or private sales, for cash, upon credit or otherwise, at such prices and upon such terms as the Agent deems advisable, in its sole discretion, and may postpone or adjourn any sale of the Collateral by an announcement at the time and place of sale or of such postponed or adjourned sale without giving a new notice of sale. Without in any way requiring notice to be given in the following manner, the Borrower and each of the Guarantors agree that, subject to Applicable Law, any notice by the Agent of sale, disposition or other intended action hereunder or in connection herewith, whether required by the PPSA and Civil Code of Quebec or otherwise, shall constitute reasonable notice to the Borrower and Guarantors if such notice is mailed by registered or certified mail, return receipt requested, postage prepaid, or is delivered personally against receipt, at least fifteen (15) days prior to such action to the Borrower's address specified in or pursuant to Section 9.1. If any

Collateral is sold on terms other than payment in full at the time of sale, no credit shall be given against the Obligations until the Agent or the Lenders receive payment, and if the buyer defaults in payment, the Agent may resell the Collateral without further notice to the Borrower or any Guarantor. If the Agent seeks to take possession of all or any portion of the Collateral by judicial process, the Borrower and each of the Guarantors irrevocably waives: (A) the posting of any bond, surety or security with respect thereto which might otherwise be required; (B) any demand for possession prior to the commencement of any suit or action to recover the Collateral; and (C) any requirement that the Agent retain possession and not dispose of any Collateral until after trial or final judgment. The Borrower and each of the Guarantors agree that the Agent and Lenders have no obligation to preserve rights to the Collateral or marshal any Collateral for the benefit of any Person. The Agent is hereby granted a license or other right to use, without charge, all of the Borrower's and each Guarantor's Property, whether or not constituting Collateral, including its real estate, equipment and Intellectual Property Rights (including labels, patents, copyrights, name, trade secrets, trade names, trademarks, and advertising matter, or any similar property), in completing production of, advertising or selling any Collateral, and the Borrower's and Guarantors' rights under all licenses and all franchise agreements shall inure to the Agent's benefit for such purpose. The proceeds of sale shall be applied first to all expenses of sale, including legal fees, and then to the Obligations. The Agent will return any excess to the Borrower and Guarantors and the Borrower shall remain liable for any deficiency.

(c) If an Event of Default has occurred and is continuing, to the maximum extent permitted by Applicable Law, the Borrower and each of the Guarantors hereby waive all rights to notice and hearing prior to the exercise by the Agent of the Agent's rights to repossess the Collateral without judicial process or to reply, attach or levy upon the Collateral without notice or hearing.

(d) During the continuance of an Event of Default, the Agent may, and upon the direction of the Required Lenders the Agent shall, apply any and all payments received by the Agent in respect of any Obligation as set forth below. Notwithstanding any provision herein to the contrary, all payments made by or for the account of the Credit Parties to the Agent after any or all of the Obligations have been accelerated (so long as such acceleration has not been rescinded), including proceeds of Collateral, shall be applied as follows:

first, to payment of costs and expenses, including legal costs, of the Agent payable or reimbursable by the Credit Parties under the Loan Documents;

second, to payment of legal costs of Lenders payable or reimbursable by the Borrower under this Agreement;

third, to payment of all accrued unpaid interest on the Obligations and fees owed to Agent, Lenders and the Issuing Bank;

fourth, to payment of all Loans, reimbursement obligations in respect of Letters of Credit, F/X Exposure, Cover, Cash Management Obligations and all Excluded Swap Obligations);

fifth, to payment of any other amounts owing which constitute Obligations; and

sixth, any remainder shall be for the account of and paid to whoever may be lawfully entitled thereto.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category, and (ii) each of the Lenders

or other Persons entitled to payment shall receive an amount equal to its pro rata share of amounts available to be applied pursuant to each applicable category.

(e) If the Agent receives any payment from or for the account of a Credit Party in any currency other than the currency in which the Obligation is denominated, the Agent may convert the payment (including the proceeds of realization upon any Collateral) in accordance with its normal practice into the currency in which such Obligation is denominated.

ARTICLE 8 THE AGENT

8.1 Appointment of Agent.

Each Lender hereby designates CIBC as Agent to act as herein specified and as specified in the other Loan Documents. Each Lender hereby irrevocably authorizes the Agent to take such action on its behalf under the provisions of the Loan Documents and to exercise such powers and to perform such duties thereunder as are specifically delegated to or required of the Agent by the terms thereof and such other powers as are reasonably incidental thereto. The Agent may perform any of its duties hereunder by or through its agents or employees.

8.2 Limitation of Duties of Agent.

The Agent shall have no duties or responsibilities except those expressly set forth with respect to the Agent in this Agreement and as specified in the other Loan Documents. Neither the Agent nor any of its Related Parties shall be liable for any action taken or omitted by it hereunder or in connection herewith, unless caused by its or their gross negligence or willful misconduct. The duties of the Agent shall be mechanical and administrative in nature; the Agent shall not have, by reason of this Agreement or the other Loan Documents, a fiduciary relationship in respect of any Lender. Nothing in this Agreement or the other Loan Documents, expressed or implied, is intended to or shall be so construed as to impose upon the Agent any obligations in respect of this Agreement except as expressly set forth herein. The Agent shall be under no duty to take any discretionary action permitted to be taken by it pursuant to this Agreement or the other Loan Documents unless it is requested in writing to do so by the Required Lenders.

8.3 Lack of Reliance on the Agent.

(a) Independent Investigation. Independently, and without reliance upon the Agent, each Lender, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Borrower or any other Credit Party in connection with the taking or not taking of any action in connection herewith, and (ii) its own appraisal of the creditworthiness of the Borrower or any other Credit Party, and, except as expressly provided in this Agreement and the other Loan Documents, the Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the consummation of the Transactions or at any time or times thereafter.

(b) Agent Not Responsible. The Agent shall not be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, collectability, priority or sufficiency of this Agreement or the other Loan Documents or the financial condition of the Borrower and any of the other Credit Parties or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or the other Loan Documents, or the financial condition of

the Borrower and any of the other Credit Parties, or the existence or possible existence of any Default or Event of Default.

8.4 Certain Rights of the Agent.

If the Agent shall request instructions from the Lenders or the Required Lenders (as the case may be) with respect to any act or action (including the failure to act) in connection with this Agreement or the other Loan Documents, the Agent shall be entitled to refrain from such act or taking such action unless and until the Agent shall have received written instructions from the Lenders or the Required Lenders, as applicable, and the Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting under this Agreement and the other Loan Documents in accordance with the instructions of the Required Lenders, or, to the extent required by Section 9.2, all of the Lenders.

8.5 Reliance by Agent.

The Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or facsimile message, electronic mail, order or other documentary teletransmission or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person. The Agent may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

8.6 Indemnification of Agent.

To the extent the Agent is not reimbursed and indemnified by the Borrower, each Lender will reimburse and indemnify the Agent, in proportion to its aggregate Applicable Percentage, for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent in performing its duties hereunder, in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable to the Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements which are determined, by a final, non-appealable decision of a court of competent jurisdiction, to have resulted from the Agent's gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or willful misconduct.

8.7 The Agent in its Individual Capacity.

With respect to its obligations under this Agreement and the Loans made by it, CIBC, in its capacity as a Lender hereunder, shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not performing the duties, if any, specified herein; and the terms "**Lenders**", "**Required Lenders**", and any similar terms shall, unless the context clearly otherwise indicates, include CIBC, in its capacity as a Lender hereunder. The Agent may accept deposits from, lend money to, and generally engage in any kind of banking, trust, financial advisory or other business with the Borrower or any affiliate of the Borrower as if it were not performing the duties, if any, specified herein, and may accept fees and other consideration from the Borrower for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

8.8 May Treat Lender as Owner.

The Borrower and the Agent may deem and treat each Lender as the owner of the Loans recorded on the Register maintained pursuant to Section 9.4(c) for all purposes hereof until a written notice of the assignment or transfer thereof shall have been filed with the Agent. Any request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of a Loan shall be conclusive and binding on any subsequent owner, transferee or assignee of such Loan.

8.9 Successor Agent.

(a) Agent Resignation. The Agent may resign at any time by giving written notice thereof to the Lenders, the Issuing Bank and the Borrower. Upon any such resignation, the Required Lenders shall have the right, upon five Business Days' notice to the Borrower, to appoint a successor Agent, subject to the approval of the Borrower, such approval not to be unreasonably withheld. If no successor Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Agent's giving of notice of resignation, then, upon five Business Days' notice to the Borrower, the retiring Agent may, on behalf of the Lenders, appoint a successor Agent (subject to approval of the Borrower, such approval not to be unreasonably withheld), which shall be a financial institution organized under the laws of Canada having a combined capital and surplus of at least Cdn.\$100,000,000 or having a parent company with combined capital and surplus of at least Cdn.\$100,000,000; provided that if the Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any security held by the Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such security until such time as a successor Agent is appointed) and (2) all payments, communications and determinations provided to or to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent, as provided for above in the preceding paragraph.

(b) Rights, Powers, etc. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Article 8 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

8.10 No Independent Legal Action by Lenders.

No Lender may take any independent legal action to enforce any obligation of the Borrower hereunder. Each Lender hereby acknowledges that, to the extent permitted by Applicable Law, the Security Documents and the remedies provided thereunder to the Lenders are for the benefit of the Lenders collectively and acting together and not severally, and further acknowledges that each Lender's rights hereunder and under the Security Documents are to be exercised collectively, not severally, by the Agent upon the decision of the Required Lenders. Accordingly, notwithstanding any of the provisions contained herein or in the Security Documents, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder, including any declaration of default hereunder or thereunder, but that any such action shall be taken only by the Agent with the prior written agreement of the Required Lenders (or, in the case of actions to be taken in connection with security granted to any Lender by the Borrower pursuant to Section 427 of the *Bank Act* (Canada), the Lender holding such security shall act solely

in accordance with the Agent's instructions), provided that, notwithstanding the foregoing, in the absence of instructions from the Lenders (or the Required Lenders) and where in the sole opinion of the Agent the exigencies of the situation so warrant such action, the Agent may without notice to or consent of the Lenders (or the Required Lenders) take such action on behalf of the Lenders as it deems appropriate or desirable in the interests of the Lenders. Each Lender hereby further covenants and agrees that upon any such written consent being given by the Required Lenders, it shall co-operate fully with the Agent to the extent requested by the Agent, and each Lender further covenants and agrees that all proceeds from the realization of or under the Security Documents (including all amounts received by any Lender in connection with the enforcement of security granted to it by the Borrower under Section 427 of the *Bank Act* (Canada)), to the extent permitted by Applicable Law, are held for the benefit of all of the Lenders and shall be shared among the Lenders rateably in accordance with this Agreement, and each Lender acknowledges that all costs of any such realization (including all amounts for which the Agent is required to be indemnified under the provisions hereof) shall be shared among the Lenders rateably in accordance with this Agreement. Each Lender covenants and agrees to do all acts and things and to make, execute and deliver all agreements and other instruments, so as to fully carry out the intent and purpose of this Section and each Lender hereby covenants and agrees that it shall not seek, take, accept or receive any security for any of the obligations and liabilities of the Borrower hereunder or under the other Loan Documents, or any other document, instrument, writing or agreement ancillary hereto or thereto, other than such security as is provided hereunder or thereunder, and that it shall not enter into any agreement with any of the parties hereto or thereto relating in any manner whatsoever to the Credit(s), unless all of the Lenders shall at the same time obtain the benefit of any such security or agreement, as the case may be.

8.11 Notice of Default.

The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless the Agent shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". The Agent will notify the Lenders of its receipt of any such notice. Subject to Section 8.4, the Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with this Agreement in pursuing any rights or remedies under the Loan Documents or at law or in equity; provided, however, that unless and until the Agent has received any such request, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable.

8.12 Agency for Perfection.

Each Lender hereby appoints each other Lender as agent for the purpose of perfecting the Lenders' security interest in assets which can be perfected only by possession. Should any Lender (other than the Agent) obtain possession of any such Collateral, such Lender shall notify the Agent thereof, and, promptly upon the Agent's request therefor, shall deliver such Collateral to the Agent or in accordance with the Agent's instructions.

8.13 Payments by Agent to Lenders.

All payments to be made by the Agent to the Lenders shall be made by bank wire transfer or internal transfer of immediately available funds to each Lender pursuant to wire transfer instructions delivered in writing to the Agent on or prior to the Effective Date (or if such Lender is an assignee, on the applicable Assignment and Assumption), or pursuant to such other wire transfer instructions as each party may designate for itself by written notice to the Agent. Concurrently with each such

payment, the Agent shall identify whether such payment (or any portion thereof) represents principal, premium or interest on the Revolving Loans or otherwise.

8.14 Concerning the Collateral and the Related Loan Documents.

Each Lender authorizes and directs the Agent to enter into this Agreement and the other Loan Documents for the rateable benefit and obligation of the Agent and the Lenders. Each Lender agrees that any action taken by the Agent or Required Lenders, as applicable, in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Agent or the Required Lenders, as applicable, of their respective powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders.

8.15 Field Audit and Examination Reports; Disclaimer by Lenders.

By signing this Agreement, each Lender:

(a) is deemed to have requested that the Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report (each a "Report" and collectively, "Reports") prepared by the Agent;

(b) expressly agrees and acknowledges that the Agent (i) makes no representation or warranty as to the accuracy of any Report, or (ii) shall not be liable for any information contained in any Report;

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agent or other party performing any audit or examination will inspect only specific information regarding the Borrower and/or Guarantors and will rely significantly upon the Borrower's and Guarantor's books and records, as well as on representations of the Borrower's and Guarantor's personnel;

(d) agrees to keep all Reports confidential and strictly for its internal use, and not to distribute, except to its participants, or use any Report in any other manner; and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrower; and (ii) to pay and protect, and indemnify, defend and hold the Agent and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses and other amounts (including counsel's costs) incurred by the Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

8.16 Quebec Security.

Without limiting the powers of the Agent or any other Person acting as an agent or mandatary for the Agent hereunder or under any of the other Loan Documents, the Borrower hereby acknowledges that, for purposes of holding any security granted by the Borrower or any Subsidiary or other Credit Party pursuant to the laws of the Province of Quebec to secure any obligations of the Borrower or any Subsidiary or other Credit Party, including under any bond or debenture, CIBC shall be the holder of an irrevocable power of attorney (*fondé de pouvoir*) (within the meaning of Article

2692 of the *Civil Code of Quebec*) for all present and future Lenders and Issuing Banks and in particular for all present and future holders of any such bond or debenture. Each Lender and Issuing Bank hereby irrevocably constitutes, to the extent necessary, CIBC as the holder of an irrevocable power of attorney (*fondé de pouvoir*) (within the meaning of Article 2692 of the *Civil Code of Quebec*) in order to hold security granted by the Borrower or any Subsidiary or other Credit Party, pursuant to the laws of the Province of Quebec to secure any obligations of the Borrower or any Subsidiary or other Credit Party, including under any bond or debenture and, in such capacity, CIBC shall hold the hypothecs granted pursuant to the laws of the Province of Quebec as such *fondé de pouvoir* in the exercise of the rights conferred thereunder. Each assignee of a Lender or Issuing Bank that becomes a party to this agreement shall be deemed to have confirmed and ratified the constitution of CIBC as the holder of such irrevocable power of attorney (*fondé de pouvoir*) by and upon the execution of an Assignment and Assumption or any other document pursuant to which they become a party to this Agreement. Notwithstanding the provisions of section 32 of the *An Act respecting the special powers of legal persons* (Quebec), CIBC may acquire and be the holder of any bond or debenture issued pursuant to any deed of hypothec granted by the Borrower or any Subsidiary or other Credit Party pursuant to the laws of the Province of Quebec. The Borrower hereby acknowledges that such bond or debenture constitutes a title of indebtedness, as such term is used in Article 2692 of the *Civil Code of Quebec*. The execution by CIBC as *fondé de pouvoir* of any such deeds of hypothec or other documents as *fondé de pouvoir* for the Lenders and Issuing Banks prior to the date hereof is hereby ratified and confirmed. Each Lender and Issuing Bank also agree that the Agent may hold any bond or debenture issued by the Borrower, any Subsidiary or other Credit Party, including as named bondholder or debentureholder or as pledge on their behalf in accordance with Article 2705 of the *Civil Code of Quebec*. CIBC acting as *fondé de pouvoir* shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favour of the Agent in this Agreement, which shall apply *mutatis mutandis* to CIBC acting as *fondé de pouvoir*. Without limitation, the provisions of this Section 8.11 shall apply *mutatis mutandis* to the resignation and appointment of a successor to CIBC acting as *fondé de pouvoir*.

8.17 F/X Contracts and Cash Management Obligations

The obligations of the Credit Parties (a) in respect of an F/X Contract between the Borrower and an F/X Bank, and (b) in respect of Cash Management Obligations between the Borrower and a Cash Management Provider are secured by the Security Documents, *pari passu* with the obligations of the Credit Parties under the Loan Documents, provided that all decisions regarding the administration and enforcement of the security interests granted under the Security Documents shall be made by the Agent and the Lenders under this Agreement, and while this Agreement remains in effect, any F/X Bank and Cash Management Provider shall (in such capacities) have no voting rights under this Agreement and no other right whatsoever to participate in the administration or enforcement of such security interests. For the avoidance of doubt but without limitation, any or all of the Security Documents or any rights contained therein may be amended or released by the Agent without the consent of any F/X Bank or Cash Management Provider. Each Lender that is or becomes an F/X Bank or Cash Management Provider shall be bound as such by virtue of its execution and delivery of this Agreement or an assignment and assumption agreement substantially in the form of Exhibit E, as applicable, notwithstanding that such capacity as F/X Bank or Cash Management Provider may not be identified on its signature line.

ARTICLE 9 MISCELLANEOUS

9.1 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided

for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile in each case to the addressee, as follows:

- (i) if to the Borrower or any other Credit Party:

415 Milner Avenue
Toronto, ON M1B 2L1
Attention: Chief Financial Officer
Facsimile: 416.321.8988

with a copy to:

BIRCH HILL EQUITY PARTNERS MANAGEMENT LTD.
100 Wellington Street West
Suite 2300
Toronto, ON M5X 1A1

Attention: Sue Doyle
Facsimile: 416 360.1688

- (ii) if to the Agent:

CANADIAN IMPERIAL BANK OF COMMERCE.
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2

Attention: Senior Director, Portfolio Management
Facsimile: 416.861.9422

with a copy to:

CANADIAN IMPERIAL BANK OF COMMERCE
199 Bay Street, 11th Floor
Toronto, ON M5L 1A9

Attention: Tim Meadowcroft, Associate General Counsel
Facsimile: 416.304.4573
Email : Tim.Meadowcroft@CIBC.com

- (iii) if to any Lender or any Issuing Bank, to it at its address (or facsimile number) set forth opposite its name in the execution page(s) of this Agreement or the applicable Assignment and Assumption Agreement, as the case may be.

(b) Any notice received by the Borrower from the Agent shall be deemed also to have been received by each other Credit Party. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Agent. The Agent or the Borrower may, in its discretion, agree to accept notices and other communication to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other

communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

9.2 Waivers; Amendments.

(a) No failure or delay by the Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by Section 9.2(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document (or any provision hereof or thereof) may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Agent with the consent of the Required Lenders (and for greater certainty, any such waiver, amendment or modification shall not require any consent or other agreement of any Credit Party other than the Borrower, notwithstanding that any such Credit Party may be a party to this Agreement or any other Loan Document); provided that no such agreement shall:

- (i) increase the amount of any Commitment of any Lender;
- (ii) extend the expiry date of any Commitment of any Lender;
- (iii) reduce the principal amount of any Loan or reduce the rate of interest or any fee applicable to any Loan;
- (iv) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable in respect thereof, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment;
- (v) change any aspect of this Agreement in a manner that would alter the *pro rata* sharing of payments required herein;
- (vi) change any of the provisions of this Section 9.2 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder;
- (vii) release the Borrower or any other Credit Party from any material obligations under the Security Documents and other instruments contemplated by this Agreement, release or discharge any of the Liens arising under the Security Documents, permit the creation of any Liens, other than Permitted Liens, on any of the assets subject to the Liens arising under the Security Documents, lower the priority of any Lien arising under any of the Security Documents, or

lower the priority of any payment obligation of the Borrower or any other Credit Party under any of the Loan Documents;

in each case without the prior written consent of each Lender; or, in the case of the matters referred to in clauses (ii), (iii), (iv) and (v), without the prior written consent of each Lender directly affected thereby and provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Agent hereunder, without the prior written consent of the Agent. For greater certainty, the Agent may release and discharge the Liens constituted by the Security Documents to the extent necessary to enable the Borrower to complete any asset sale which is not prohibited by this Agreement or the other Loan Documents.

9.3 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable Out-of-Pocket Expenses incurred by the Agent and its Affiliates, (ii) all reasonable Out-of-Pocket Expenses incurred by the Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Agent, in connection with any amendments, modifications or waivers of the provisions hereof or of any of the other Loan Documents, (whether or not the transactions contemplated hereby or thereby shall be consummated), and (iii) all Out-of-Pocket Expenses incurred by the Agent or any Lender, including the reasonable out-of-pocket fees, charges and disbursements of any counsel for the Agent or any Lender, in connection with the enforcement or protection of their rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made hereunder, including all such Out-of-Pocket Expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Each Credit Party shall indemnify the Agent and each Lender, as well as each Related Party and each assignee of any of the foregoing Persons (each such Person and each such assignee being called an "**Indemnatee**") against, and hold each Indemnatee harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all Out-of-Pocket Expenses to which any Indemnatee may become subject arising out of or in connection with (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder, and the consummation of the Transactions or any other transactions thereunder, (ii) any Loan, Letter of Credit or F/X Contract or any actual or proposed use of the proceeds therefrom, including any refusal by the Issuing Bank to honour a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any other Credit Party, or any Environmental Liability related in any way to the Borrower or any other Credit Party, (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnatee is a party thereto, (v) any other aspect of this Agreement and the other Loan Documents, or (vi) the enforcement of any Indemnatee's rights hereunder and any related investigation, defence, preparation of defence, litigation and enquiries; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or wilful misconduct of such Indemnatee or arise or relate to any losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all Out-of-Pocket Expenses related to such Indemnatee being a Defaulting Lender.

(c) To the extent that the Borrower fails to pay any amount required to be paid under Sections 9.3 (a) or (b), each Lender severally agrees to pay to the Agent such Lender's Applicable

Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agent, in its capacity as such.

(d) The Credit Parties shall not assert, and hereby waive (to the fullest extent permitted by Applicable Law), any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, any Loan Document, or any agreement or instrument contemplated thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) Any inspection of any property of the Borrower or any other Credit Party made by or through the Agent or any Lender is for purposes of administration of the Credits only, and neither the Borrower nor any other Credit Party is entitled to rely upon the same (whether or not such inspections are at the expense of the Borrower).

(f) By accepting or approving anything required to be observed, performed, fulfilled or given to the Agent or the Lenders pursuant to the Loan Documents, neither the Agent nor the Lenders shall be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by the Agent or the Lenders.

(g) The relationship between the Borrower and the Agent and the Lenders is, and shall at all times remain, solely that of borrower and lenders. Neither the Agent nor the Lenders shall under any circumstance be construed to be partners or joint venturers of the Borrower or its Affiliates. Neither the Agent nor the Lenders shall under any circumstance be deemed to be in a relationship of confidence or trust or a fiduciary relationship with the Borrower or its Affiliates, or to owe any fiduciary duty to the Borrower or its Affiliates. Neither the Agent nor the Lenders undertake or assume any responsibility or duty to the Borrower or its Affiliates to select, review, inspect, supervise, pass judgment upon or inform the Borrower or its Affiliates of any matter in connection with their property or the operations of the Borrower or its Affiliates. The Borrower and its Affiliates and all partners and all direct and indirect partners or shareholders of the Credit Parties shall rely entirely upon their own judgment with respect to such matters, and any review, inspection, supervision, exercise of judgment or supply of information undertaken or assumed by the Agent or the Lenders in connection with such matters is solely for the protection of the Agent and the Lenders, and neither the Borrower nor any other Person is entitled to rely thereon.

(h) The Agent and the Lenders shall not be responsible or liable to any Person for any loss, damage, liability or claim of any kind relating to injury or death to Persons or damage to Property caused by the actions, inaction or negligence of the Borrower or any other Credit Party and/or their Affiliates and/or any shareholder or partner and/or any direct or indirect shareholder of any Credit Party; each Credit Party hereby indemnifies and holds the Agent and the Lenders harmless from any such loss, damage, liability or claim.

(i) This Agreement is made for the purpose of defining and setting forth certain obligations, rights and duties of the Borrower, the Agent and the Lenders in connection with the Loans, and is made for the sole benefit of the Borrower, each other Credit Party, the Agent and the Lenders, and the Agent's and each Lender's successors and assigns. Except as provided in Sections 9.3(b) and 9.4, no other Person shall have any rights of any nature hereunder or by reason hereof.

(j) All amounts due under this Section 9.3 shall be payable not later than three Business Days after written demand therefor.

9.4 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of each of the Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more Persons (an “**Assignee**”) all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitments and the Loans at the time owing to it); provided that (i) except in the case of an assignment of (x) any Commitment to an assignee that is a Lender with a Commitment immediately prior to giving effect to such assignment, each of the Agent and the Borrower must give its prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed) by the Borrower; and provided further that (ii) notwithstanding clause (i) immediately above, the Borrower’s consent shall not be required with respect to any assignment made at any time after the occurrence and during the continuance of an Event of Default, (iii) except in the case of an assignment to a Lender or a Lender Affiliate or an assignment of the entire remaining amount of the assigning Lender’s Commitment, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date on which the Assignment and Assumption relating to such assignment is delivered to the Agent) shall not be less than Cdn.\$1,000,000 (or, in the case of a U.S. Dollar-denominated Commitment, the U.S. \$ Equivalent of Cdn.\$1,000,000), unless each of the Borrower and the Agent otherwise consent in writing and the amount held by each Lender after each such assignment shall not be less than Canadian \$1,000,000 (or, in the case of a U.S. Dollar-denominated Commitment, the U.S. \$ Equivalent of Cdn.\$1,000,000), unless each of the Borrower and the Agent otherwise consent in writing, (iv) each partial assignment in respect of a Commitment and the related Loans shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement in respect of such Commitment and the related Loans, (v) the parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption, together with (except in the case of an assignment to a Lender or a Lender Affiliate) a processing and recordation fee of Cdn.\$3,500, payable by the assigning Lender, (vi) such assignment shall not be to an Affiliate of the Borrower, to a Defaulting Lender or to a Deteriorating Lender, and (vii) the Assignee, if it shall not be a Lender, shall deliver to the Agent an Administrative Questionnaire. The Agent shall provide the Borrower and each Lender with written notice of any change in (or new) address of a Lender disclosed in an Administrative Questionnaire. Subject to acceptance and recording thereof pursuant to Section 9.4(d) and Section 9.4(f), from and after the effective date specified in each Assignment and Assumption, the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, shall have all of the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.12, 2.13, and 2.14 and 9.3). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.4 shall be treated for purposes of this

Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.4(e).

(c) The Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices in Toronto, Ontario a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Agent, and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 9.4(b) and any written consent to such assignment required by Section 9.4(b), the Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 9.4(d).

(e) Any Lender may, without notice to the Borrower or the consent of the Borrower or the Agent, sell participations to one or more Persons (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower, the Agent, and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.2(b) that affects such Participant. Subject to Section 9.4(f), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to this Section 9.4(b). To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 9.8 as though it were a Lender, provided that such Participant agrees to be subject to Section 2.15(c) as though it were a Lender.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.13 or 2.14 than the applicable Lender who sold the participation would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and Section 9.4 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

9.5 Survival.

All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. Sections 2.12, 2.13, 2.14 and 9.3 and Article 8 shall survive and remain in full force and effect, regardless of the consummation of the Transactions, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

9.6 Counterparts; Integration; Effectiveness.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties 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 original counterpart of a signature page of this Agreement by facsimile or other electronically scanned method of delivery shall be as effective as delivery of a manually executed original counterpart of this Agreement.

9.7 Severability.

Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

9.8 Right of Set-Off.

Each Lender and each of its Affiliates is hereby authorized at any time and from time to time, following the occurrence and during the continuance of an Event of Default, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Credit Party against any of and all of the obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured and regardless of the currency of the deposit. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of set off) which such Lender may have.

9.9 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the Laws of the Province of Ontario.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Courts of the Province of Ontario, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or any other Loan Document or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in Ontario. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Nothing in this Agreement shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any other jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in this Section 9.9. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any *forum non conveniens* defence to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by Applicable Law.

9.10 WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.11 Headings.

Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

9.12 Confidentiality.

Each of the Agent and each Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to each of their, and each of their Affiliates', directors, officers, employees, agents and advisors, including accountants, legal counsel

and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential) to the extent necessary to administer the transactions contemplated herein, (b) to the extent requested by any regulatory authority or other Governmental Authority, or their legal counsel, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under any Loan Document or any suit, action or proceeding relating to any Loan Document or the enforcement of rights thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to which the Borrower, at its option, shall be a party (i) any actual or prospective assignee of or Participant (or such assignee's or Participant's advisors) in any of its rights or obligations under this Agreement, or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) to their auditors in connection with any audit, or (h) with the consent of the Borrower. For greater certainty, the Borrower and each of the Credit Parties acknowledges that from time to time, the Borrower or any other Credit Party may request the Agent to facilitate the provision of certain financial services offered by CIBC (the "**CIBC Services**"). In such circumstances, CIBC policies and procedures ("**CIBC's Policies**") will apply in respect of all transactions undertaken by CIBC in connection with the provision of the CIBC Services, including any required due diligence investigation and related business approval processes conducted in respect of the Borrower and the other Credit Parties. The Borrower and each of the Credit Parties consents to the use of Information by CIBC for the purpose of facilitating compliance with CIBC's Policies. For the purposes of this Section, "Information" means all information received from the Borrower or any Credit Party relating to the Borrower, any of the Credit Parties, or their respective businesses, other than Information that is (i) is or becomes publicly available other than as a result of a breach of this Section, (ii) any such information that is or becomes available to the Agent, the Issuing Bank, or any Lender on a non-confidential basis prior to disclosure by the Borrower, or (iii) marked "non-confidential" (or such other words or expression having the same or similar meaning by the Borrower or any other Credit Party. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information, acting prudently.

9.13 Press Releases and Related Materials.

Each Credit Party agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Agent or any of the Lenders or referring to this Agreement, or the other Loan Documents without at least two (2) Business Days' prior notice to the Agent or the applicable Lender unless (and only to the extent that) such Credit Party or Affiliate is required to do so under Applicable Law and then, in any event, such Credit Party or Affiliate will (unless prohibited by Applicable Law) consult with the Agent or the applicable Lender before issuing such press release or other public disclosure. Each Credit Party consents to the publication by the Agent or any Lender of advertising material relating to the financing transactions contemplated by this Agreement using its name, product photographs, logo or trademark. The Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements.

9.14 Anti-Money Laundering Legislation.

(a) The Borrower acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Laws (collectively, including any guidelines or orders thereunder, "AML Legislation"), the Lenders and the Agent may be required to obtain, verify and record information regarding the Borrower, its directors, authorized signing

officers, direct or indirect shareholders or other Persons in control of the Borrower, and the transactions contemplated hereby. The Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Agent, or any prospective assignee or participant of a Lender or the Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Agent has ascertained the identity of the Borrower or any authorized signatories of the Borrower for the purposes of applicable AML Legislation, then the Agent:

- (i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Agent within the meaning of applicable AML Legislation; and
- (ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that the Agent has no obligation to ascertain the identity of the Borrower or any authorized signatories of the Borrower on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrower or any such authorized signatory in doing so.

9.15 Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender is a Defaulting Lender, then the following provisions shall apply to such Lender for so long as it remains a Defaulting Lender:

(a) fees shall cease to accrue pursuant to Section 2.10 in respect of the Commitment of such Defaulting Lender;

(b) the Commitments of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 9.2); provided that any waiver or amendment which affects such Defaulting Lender differently than other Lenders generally shall require the consent of such Defaulting Lender;

(c) any amount owing by a Defaulting Lender to the Agent or another Lender that is not paid when due shall bear interest at the interest rate applicable to Loans denominated in the applicable currency during such period;

(d) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender other than in respect of the assignment of such Defaulting Lender's Loans and Commitments) shall, in lieu of being distributed to such Defaulting Lender, be retained by the Agent in a segregated account and, subject to any applicable requirements of Law, be applied at such time or times as may be determined by the Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing by such Defaulting Lender to the Issuing Banks hereunder, (iii) third, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, (iv) fourth, held in such account as cash collateral for future funding obligations of the Defaulting Lender under this Agreement (the amount of such cash collateral not to

exceed the Commitment of such Defaulting Lender less the outstanding principal amount of such Defaulting Lender's Loans), (v) fifth, to the payment of any other amounts owing to the Lenders or the Issuing Banks hereunder, (vi) sixth, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (vii) seventh, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is a prepayment of the principal amount of any Loans or reimbursement obligations in respect of Letters of Credit with respect to which a Defaulting Lender has funded its participation obligations, such payment shall be applied solely to prepay the Loans of, and reimbursement obligations owed to, all Lenders other than Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans, or reimbursement obligations owed to, any Defaulting Lender;

(e) if a Defaulting Lender is an insolvent Defaulting Lender, any amount payable to such Defaulting Lender hereunder may, in lieu of being distributed pursuant to Section 9.15(d), be retained by the Agent to collateralize indemnification and reimbursement obligations of such Defaulting Lender hereunder in an amount determined by the Agent, acting reasonably; and

(f) Each Defaulting Lender shall be required to provide cash collateral to the Agent, for the benefit of the Lenders, to Cover its obligation to make payment in respect of its pro rata share of any outstanding Letters of Credit. To the extent that such cash collateral has not been provided, the Letter of Credit Exposure shall be allocated among the other Lenders, *pro rata* in accordance with their Commitments, provided that in the event that the allocation of such Letter of Credit Exposure causes a Lender to exceed its Commitment, the Borrower shall immediately repay to the Agent, for the benefit of each such Lender, the amount necessary to reduce the Letter of Credit Exposure such that the relevant Commitments are not exceeded. Notwithstanding anything else herein, while any Lender is a Defaulting Lender, the Issuing Bank shall not be required to issue any Letter of Credit unless it is satisfied that the Letter of Credit Exposure will be entirely covered by the Lenders who are not Defaulting Lenders.

No Commitment of any other Lender shall be increased or otherwise affected, and, except as otherwise expressly provided in this Section 9.15, performance by the Borrower of its obligations hereunder and the other Loan Documents shall not be excused or otherwise modified as a result of any Lender becoming a Defaulting Lender. The rights and remedies against a Defaulting Lender under this Section 9.15 are in addition to other rights and remedies which the Borrower may have against such Defaulting Lender as a result of it becoming a Defaulting Lender and which the Agent or any other Lender may have against such Defaulting Lender with respect thereto.

9.16 Replacement of Lenders.

If the Borrower is entitled to replace a Lender pursuant to the provisions of Section 2.12(f), or if any Lender is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 9.4), all of its interests, rights (and obligations under this Agreement and the related Loan Documents to an Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 9.4(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure and F/X Exposure, accrued interest thereon,

accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower;

(c) in the case of any such assignment resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with Applicable Laws; and

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

9.17 No Strict Construction.

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provisions of this Agreement.

9.18 Paramountcy.

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other Loan Document, the provisions of this Agreement shall prevail.


9.19 LIMITATION OF LIABILITY.

NO CLAIM MAY BE MADE BY THE BORROWER, ANY GUARANTOR, ANY LENDER OR OTHER PERSON AGAINST THE AGENT, ANY LENDER, OR THE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND THE BORROWER, EACH GUARANTOR, EACH LENDER AND THE AGENT HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOUR.


[Balance of page left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MASTERMIND LP by its general partner,
MASTERMIND GP INC.

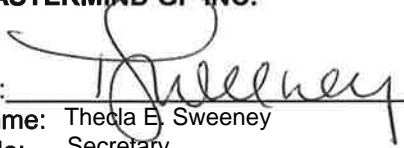
By: 
Name: PINDEL RASI
Title: EVP CFO

MASTERMIND GP INC.

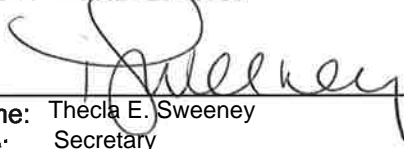
By: 
Name: PINDEL RASI
Title: EVP CFO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MASTERMIND LP by its general partner,
MASTERMIND GP INC.

By: 
Name: Thecla E. Sweeney
Title: Secretary

MASTERMIND GP INC.

By: 
Name: Thecla E. Sweeney
Title: Secretary

Address:
199 Bay Street, 4th Floor
Commerce Court West
Toronto, ON M5L 1A2

Attention: Senior Director, Portfolio
Management
Facsimile: 416.861.9422

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and as Lender

By: 
Name: **Jomo Russell**
Title: **AUTHORIZED SIGNATORY**

By: 
Name:
Title: **Kyle Lane**
Authorized Signatory

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS.....	1
1.1 Defined Terms.....	1
1.2 Classification of Loans and Borrowings.....	26
1.3 Terms Generally.....	26
1.4 Accounting Terms; GAAP.....	27
1.5 Time.....	27
1.6 Permitted Liens.....	27
1.7 [INTENTIONALLY DELETED].....	27
1.8 Interpretation Clause (Québec).....	27
ARTICLE 2 THE CREDITS	28
2.1 Commitments.....	28
2.2 Loans and Borrowings.....	28
2.3 Requests for Borrowings.....	29
2.4 Funding of Borrowings.....	30
2.5 Interest.....	31
2.6 Termination and Reduction of Commitments.....	32
2.7 Repayment of Loans.....	33
2.8 Evidence of Debt.....	33
2.9 Prepayments.....	34
2.10 [INTENTIONALLY DELETED].....	35
2.11 Fees.....	35
2.12 Increased Costs; Illegality; Alternate Rate of Interest; Replacement of Lenders.....	37
2.13 Break Funding Payments.....	38
2.14 Taxes.....	38
2.15 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.....	40
2.16 Currency Indemnity.....	41
2.17 Collection of Accounts.....	41
2.18 Letters of Credit.....	43
2.19 F/X Contracts.....	45
2.20 [INTENTIONALLY DELETED].....	45
ARTICLE 3 REPRESENTATIONS AND WARRANTIES.....	45
3.1 Organization; Powers.....	46
3.2 Authorization; Enforceability.....	46
3.3 Governmental Approvals; No Conflicts.....	46
3.4 Financial Condition; No Material Adverse Effect.....	46
3.5 Litigation.....	47
3.6 Compliance with Applicable Laws and Agreements.....	47
3.7 Ownership.....	47
3.8 Taxes.....	47
3.9 Titles to Real Property.....	48

TABLE OF CONTENTS

(continued)

	Page
3.10 Titles to Personal Property.....	48
3.11 Pension Plans	48
3.12 [INTENTIONALLY DELETED]	48
3.13 Defaults.	48
3.14 Casualties; Taking of Properties.....	48
3.15 Subsidiaries.....	48
3.16 Insurance.	49
3.17 Solvency.....	49
3.18 Material Contracts.....	49
3.19 Environmental Matters.	49
3.20 Employee Matters.	50
3.21 Fiscal Year.	51
3.22 Intellectual Property Rights.....	51
3.23 Residency of Borrower for Tax Purposes.....	51
3.24 Restricted Payments.....	51
3.25 Indebtedness.....	52
3.26 Workers' Compensation.....	52
3.27 Bank Accounts.	52
3.28 Real Property and Leases.	52
3.29 Further Real Property Matters.	52
3.30 Jurisdictions of Credit Parties.	52
3.31 Corporate Name; Prior Transactions.....	53
3.32 Brokers.....	53
3.33 Customer and Trade Relations.....	53
ARTICLE 4 CONDITIONS.....	53
4.1 Effective Date.....	53
4.2 Each Credit Event.	56
ARTICLE 5 AFFIRMATIVE COVENANTS	57
5.1 Financial Statements and Other Information.....	57
5.2 Existence; Conduct of Business.	61
5.3 Payment of Obligations.....	61
5.4 Maintenance of Properties.....	61
5.5 Books and Records; Inspection Rights.....	61
5.6 Compliance with Applicable Laws and Material Contracts.....	61
5.7 Use of Proceeds and Letters of Credit.....	61
5.8 Further Assurances.....	61
5.9 Insurance.	62
5.10 [INTENTIONALLY DELETED]	63
5.11 Additional Subsidiaries; Additional Liens.....	63
5.12 Security Matters	63
5.13 Tangible Net Worth Covenant.	64
5.14 [INTENTIONALLY DELETED]	64
5.15 [INTENTIONALLY DELETED]	64
5.16 Environmental Laws.....	64
5.17 Landlords' Agreement, Mortgagee Agreements, Bailee Letters and Real Estate Purchases.....	65

TABLE OF CONTENTS

(continued)

	Page
5.18 [INTENTIONALLY DELETED]	65
5.19 Canadian Pension Plans.....	65
5.20 Collateral Monitoring and Review.	66
5.21 Physical Inventories.	66
5.22 Application under the CCAA.	66
ARTICLE 6 NEGATIVE COVENANTS	66
6.1 Indebtedness.....	66
6.2 Liens.....	67
6.3 Fundamental Changes; Asset Sales.	67
6.4 Investments, Loans, Advances, Guarantees and Acquisitions.	68
6.5 Swap Transactions.....	68
6.6 Restricted Payments.....	68
6.7 Transactions with Affiliates.	69
6.8 [INTENTIONALLY DELETED]	69
6.9 Restrictive Agreements.....	69
6.10 Capital Lease Obligations.....	70
6.11 Sales and Leasebacks.....	70
6.12 Pension Plan Compliance.....	70
6.13 Sale or Discount of Receivables.....	70
6.14 Unconditional Purchase Obligations.....	70
6.15 [INTENTIONALLY DELETED]	70
6.16 No Amendments to Material Contracts.....	70
ARTICLE 7 EVENTS OF DEFAULT	70
7.1 Events of Default.....	70
7.2 Remedies.	74
ARTICLE 8 THE AGENT.....	76
8.1 Appointment of Agent.	76
8.2 Limitation of Duties of Agent.	76
8.3 Lack of Reliance on the Agent.....	76
8.4 Certain Rights of the Agent.....	77
8.5 Reliance by Agent.....	77
8.6 Indemnification of Agent.	77
8.7 The Agent in its Individual Capacity.....	77
8.8 May Treat Lender as Owner.	78
8.9 Successor Agent.....	78
8.10 No Independent Legal Action by Lenders.	78
8.11 Notice of Default.....	79
8.12 Agency for Perfection.....	79
8.13 Payments by Agent to Lenders.....	79
8.14 Concerning the Collateral and the Related Loan Documents.	80
8.15 Field Audit and Examination Reports; Disclaimer by Lenders.	80
8.16 Quebec Security.....	80
8.17 F/X Contracts and Cash Management Obligations	81
ARTICLE 9 MISCELLANEOUS	81

TABLE OF CONTENTS

(continued)

	Page
9.1 Notices	81
9.2 Waivers; Amendments.....	83
9.3 Expenses; Indemnity; Damage Waiver.	84
9.4 Successors and Assigns.....	86
9.5 Survival.....	88
9.6 Counterparts; Integration; Effectiveness.	88
9.7 Severability.....	88
9.8 Right of Set-Off.	88
9.9 Governing Law; Jurisdiction; Consent to Service of Process.....	89
9.10 WAIVER OF JURY TRIAL.	89
9.11 Headings.	89
9.12 Confidentiality.....	89
9.13 Press Releases and Related Materials.	90
9.14 Anti-Money Laundering Legislation.	90
9.15 Defaulting Lenders.	91
9.16 Replacement of Lenders.....	92
9.17 No Strict Construction.	93
9.18 Paramountcy.	93
9.19 LIMITATION OF LIABILITY.	93

SCHEDULE A

COMMITMENTS

<u>Lender</u>	<u>Lending Commitment</u>	<u>Term Commitment</u>	<u>Total Commitments</u>
Canadian Imperial Bank of Commerce	\$15,000,0000	\$3,000,000	\$18,000,000

SCHEDULE 3.3

APPROVALS

NIL

SCHEDULE 3.5

LITIGATION

NIL

SCHEDULE 3.7

OWNERSHIP OF BORROWER

Class A Units:

<u>Beneficial Holder</u>	<u>Units</u>	<u>% Ownership</u>
BHEP (US) Mastermind Inc.	16,671,655	44.65%
Birch Hill Equity Partners IV, LP	13,799,113	36.96%
Birch Hill Equity Partners (Entrepreneurs) IV, LP	324,796	0.87%
1814729 Ontario Inc.	4,850,298	12.99%
2285732 Ontario Inc.	983,457	2.63%
Stephen K. Gunn	332,984	0.89%
2342345 Ontario Inc.	321,115	0.86%
Myhan Inc.	55,556	0.15%
Total:	37,338,974	100%

Class B Units:

<u>Beneficial Holder</u>	<u>Units</u>	<u>% Ownership</u>
Mastermind GP Inc.	100	100%

GP Units:

<u>Beneficial Holder</u>	<u>Units</u>	<u>% Ownership</u>
Mastermind GP Inc.	1	100%

SCHEDULE 3.13

DEFAULTS

NIL

SCHEDULE 3.15

SUBSIDIARIES

Credit Parties:

Name	Form of Legal Entity	Jurisdiction of Organization	Issued and Outstanding Equity Securities	Owner of Equity Securities
Mastermind LP	Limited Partnership	Ontario	See Schedule 3.7.	See Schedule 3.7.
Mastermind GP Inc.	Corporation	Ontario	101 Class A Shares	Birch Hill Equity Partners Management Inc.

Equity Securities Owned:

Name	Owner	Share Ownership	Value
2285732 Ontario Inc.	Mastermind LP	400,000 Class D Preference Shares	\$400,000
2342345 Ontario Inc.	Mastermind LP	125,000 Class D Preference Shares	\$125,000
Myhan Inc.	Mastermind LP	50,000 Class D Preference Shares	\$50,000

Outstanding Options:

The following options to acquire Class B Shares of Mastermind GP Inc. are outstanding:

Optionholder	No. of Class B Shares
Jonathan Levy	250,000
Humphrey Kadaner	250,000
Pinder Basi	100,000
Diane Blois	50,000
Anne Baston	75,000

SCHEDULE 3.18

MATERIAL CONTRACTS

NIL

SCHEDULE 3.19

DISCLOSED MATTERS

NIL

SCHEDULE 3.20



EMPLOYEE MATTERS

NIL



SCHEDULE 3.22

INTELLECTUAL PROPERTY MATTERS

Canadian Trademarks:

Trademark	Status	Application Date	Registration Date	Owner
MASTERMIND 	Registered	App 22-MAY-2009 App 1439063	Reg 12-AUG-2010 Reg TMA774294	MASTERMIND LP
PEACE AND GOOD TOYS	Registered	App 28-JUN-2007 App 1353849	Reg 03-JUN-2008 Reg TMA715753	MASTERMIND LP
HOCKEY DARTS	Registered	App 10-JAN-2007 App 1330859	Reg 17-MAR-2008 Reg TMA709644	MASTERMIND LP
MASTERMIND 	Registered	App 10-SEP-2004 App 1229852	Reg 19-JUN-2008 Reg TMA716939	MASTERMIND LP
MASTERMINDTOYS.COM	Registered	App 03-APR-2001 App 1098236	Reg 21-MAY-2008 Reg TMA714803	MASTERMIND LP
MASTERMIND	Registered	App 30-MAR-1999 App 1010294	Reg 06-OCT-2008 Reg TMA725342	MASTERMIND LP
MASTERMIND	Registered	App 01-DEC-1987 App 596468	Reg 16-DEC-1988 Reg TMA349347	MASTERMIND LP
MASTERMIND EDUCATIONAL	Registered	App 05-JUN-1986 App 563939	Reg 01-MAY-1987 Reg TMA327129	MASTERMIND LP

US Trademarks:

Trademark	Status	Application Date	Registration Date	Owner
MASTERMIND TOYS	Registered	App 14-MAR-2013 App 85876399	Reg 08-JUL-2014 Reg 4565148	MASTERMIND LP
MASTERMIND 	Registered	App 14-MAR-2013 App 85876424	Reg 12-AUG-2014 Reg 4585396	MASTERMIND LP
	Registered	App 14-MAR-2013 App 85876444	Reg 05-AUG-2014 Reg 4581118	MASTERMIND LP
HOCKEY DARTS	Registered	App 07-FEB-2007	Reg 16-DEC-2008	MASTERMIND LP

Trademark	Status	Application Date	Registration Date	Owner
		App 77101170	Reg 3548454	
MASTERMINDTOYS.COM	Registered	App 10-APR-2001 App 76238733	Reg 01-MAR-2011 Reg 3924370	MASTERMIND LP

Canadian Copyrights:

Title	Registration	Owner
Hockey Darts Game Design	1043845 2006-12-11	Assigned to Mastermind LP on 2011-01-26 under assignment No. 1083912
Hockey Darts Game Rules	1043844 2006-12-11	Assigned to Mastermind LP on 2011-01-26 under assignment No. 1083912

SCHEDULE 3.27

BANK ACCOUNTS

MASTERMIND LP

BANK ACCOUNT

ACCOUNT

PURPOSE

CIBC CAD

29485317 **Cad\$ Disbursement A/c**

CIBC USD

20479217 **US\$ Disbursement A/c**

CIBC CAD

25286212 **Cad\$ Deposit Account**

CIBC USD

20595713 **US\$ Deposit Account**

SCHEDULE 3.28

REAL PROPERTY AND LEASES

Store #	Location	Address	Landlord	Inventory at Location	Owned / Leased
	Head Office	415 Milner Avenue, Toronto	Great West Life Assurance Company	Yes	Leased
200	Yonge Street	3350 Yonge Street, Toronto	Judell Ltd.	Yes	Leased
201	Pickering	Pickering Town Centre, Unit 124 and 123A	OPB Realty (Pickering Centre) Inc.	Yes	Leased
204	Markham	8555, 8557, and 8559 McCowan Road, Markham	Heritage Holings	Yes	Leased
207	Oakville	1011 Upper Middle Rd E, Oakville	Upper Oakville Shopping Centre Ltd.	Yes	Leased
208	Aurora	Aurora Gateway Centre	15320 Bayview Holdings Ltd	Yes	Leased
209	Mississauga	4099 Erin Mills Pkwy, Mississauga	Citrusland Investments Inc	Yes	Leased
210	Etobicoke	Kingsway Mills Shopping Centre, 4242 Dundas Street West, Etobicoke	1170700 Ontario Inc. and 1170702 Ontario Inc	Yes	Leased
211	Beaches	2134 Queen St. E, Toronto, ON	Hammersmith Manor Enterprises	Yes	Leased

			Inc		
214	Richmond Hill	9350 Yonge Street, Hillcrest Mall, Richmond Hill	Ontrea Inc.	Yes	Leased
220	Mount Pleasant	637/639 Mount Pleasant Road, Toronto	The Estate of Edwin John Strachan	Yes	Leased
250	London North	685 Fanshawe Park Road West, London	Sab Realty Limited	Yes	Leased
251	Burlington	1035 Brant Street	Brant-Plains Holdings Inc.	Yes	Leased
252	Vaughan	7621 Weston Rd., Vaughan	RioTrin Properties (Vaughan 3) Inc. (North)	Yes	Leased
260	Newmarket	18267 Yonge St. East, Gwillimbury (Newmarket)	Fieldgate Commercial Properties Limited	Yes	Leased
261	Hurontario	26 Eglinton Ave. W, Mississauga	Dundee Properties (GP) Inc.	Yes	Leased
262	Waterloo	405 King. St. N, Kitchener	Keller Williams Golden Triangle Realty	Yes	Leased
263	Oshawa	991 Taunton Road E., Unit B2, Oshawa	Taunton Developments Inc.	Yes	Leased
265	Barrie	488 Bayfield St., Barrie	2225760 Ontario Limited	Yes	Leased

266	Bayview Village	Bayview Village Mall, 2901 Bayview Ave., Unit 150, North York	bcIMC Realty Corporation	Yes	Leased
270	Milton	1079 Maple Avenue, Milton, Ontario L9T 0A5	2241039 Ontario Inc.	Yes	Leased
271	St. Catherines	Unit MM, 210 Glendale Ave, Unit, St. Catherines	1308645 Ontario Inc.	Yes	Leased
272	Kanata (Ottawa)	Kanata Ave and Earl Grey Drive, Ottawa - 145 Roland Michener Dr, Kanata	Kanata Entertainment Holdings Inc.	Yes	Leased
273	St. Laurent (Ottawa)	Unit #1A, RioCan St, St. Laurent, Ottawa - 1091 St. Laurent Blvd	2069513 Ontario Ltd.	Yes	Leased
274	Westhills, (Calgary)	Westhills Towne Center - 600 Stewart Green S.W. Calgary, Alberta	Westhills Equities Inc.	Yes	Leased
275	Windsor	3175 Howard Ave., Windsor, Ontario	Roundhouse Centre Windsor Inc.	Yes	Leased
276	London South	3120 Wonderland Road South,	Wonderland Power Centre Inc.	Yes	Leased

		London			
277	Kingston	2511 Princess Street Kingston, Ontario	Peter Splinter Family Trust Rentals Co.	Yes	Leased
278	Langley	20085 Langley Bypass, Langley, BC	Riokim Holdings (Langley Gate) Inc. (Sublease from Sony)	Yes	Leased
280	Shawnessy	16061 MacLeod Trail, SE Calgary, Alberta	Capital City Shopping Centre Limited - c/o 20Vic Management Inc.	Yes	Leased
281	Barrhaven	71 Marketplace Ave. Unit# L5 Nepean, Ontario K2J 5G3	RioTrin Properties (Barrhaven) Inc.	Yes	Leased
282	Sherwood Park	Unit 140, Building-D, 222 Baseline Road, Sherwood Park, Alberta	SRF2 Baseline Road South Inc.	Yes	Leased
283	Brampton	Trinity Common, Building H Unit 123 A 160 Great Lakes Dr Brampton, Ont L6R 2K7	Riotrin Properties (Brampton) Inc. (Sublease from Town Shoes)	Yes	Leased
284	Country Hill (AB)	500 Country Hills Blvd. NE, Unit 140 TBC	bcIMC Realty Corporation	Under Construction	Leased

		Calgary, AB T3K 5K3			
286	Coquitlam	3000 Lougheed Hwy Coquitlam, BC V3B 1C5	Choice Properties Limited Partnership	Under Construction	Leased
287	Abbotsford	32470 South Fraser Way, Abbotsford, BC V2T 1X3	Clearbrook Town Centre Ltd.	Under Construction	Leased
290	Windermere	6276 Currents Drive, Edmonton, Alberta T6W 0L8	Windermere Commerical Lands Ltd.	TBD	Leased
301	Ontario Science Centre	Ontario Science Centre (Renewal of Contract for Retail Services)	Ontario Science Centre	Yes	Leased

SCHEDULE 3.30

JURISDICTIONS OF CREDIT PARTIES

Jurisdictions of the Borrower and each other Credit Party:

Ontario
Alberta
British Columbia

The chief executive office, principal place of business and office containing records respecting Credit Card Account Receivables of the Borrower and each other Credit Party is:

415 Milner Avenue
Toronto, ON
M1B 2L1

SCHEDULE 3.31

CORPORATE NAMES; PRIOR TRANSACTIONS

NIL

SCHEDULE 3.32

BROKERS

NIL

SCHEDULE 6.1

INDEBTEDNESS

NIL

SCHEDULE 6.2

PERMITTED LIENS

NIL

SCHEDULE 6.9

RESTRICTIVE AGREEMENTS

NIL

EXHIBIT A

FORM OF BORROWING BASE REPORT

CIBC ASSET-BASED LENDING		Date:	
Borrowing Base Certificate		Exchange Rate:	
		0.0000	
The following is an accurate and complete calculation of the Borrowing Base in Canadian Dollars at the above date.			
Mastermind LP		CREDIT CARD A/R	WAREHOUSE & STORES
Client # 12			IN-TRANSIT
1	TOTAL COLLATERAL (line 8 of previous report)	\$ -	\$ -
2	GROSS SALES (per attached report).....	(+)	
3	CREDIT MEMOS (per attached report).....	(-)	
4	INVENTORY CHANGE (per attached report)....	(+/-)	
5	(+/-) MISC. ADJUSTMENTS (back-up attached)..	(+/-)	
6	NET COLLECTIONS (per attached report).....	(-)	
7	DISCOUNTS ALLOWED (per attached report)....	(-)	
8	TOTAL COLLATERAL - in CAD		
9 A	MONTHLY INELIGIBLES.....		
B	OTHERS.....		
C	TOTAL INELIGIBLES.....	(-)	
10	TOTAL ELIGIBLE COLLATERAL (Line 8 minus 9C)		
11 A	A/R AT 50% of Line 10	XX%	
B	INVENTORY AT 90% of NOLV	XX%	
12	TOTAL A/R AND INVENTORY COLLATERAL VALUE (Lines 11A + 11B)		
13 A	RESERVES (per attached report)		
B	OTHER		
C	TOTAL RESERVES		
14	TOTAL BORROWING BASE (line 12 - 13C) (maximum \$15MM CDN)		
	(lesser of Borrowing Base formula and Max. Revolving Line of Credit)		
		CAD	USD
15	LOAN BALANCE (Previous Report)....		\$ -
16	ADVANCES	(+)	\$ -
17	CHARGES (SEE BELOW)	(+/-)	\$ -
18	NET COLLECTIONS.....	(-)	\$ -
19	NON A/R COLLECTIONS.....	(-)	\$ -
20 A	REVOLVER LOAN BALANCE per this report		\$ -
B	LETTERS OF CREDIT		\$ -
21 A	TOTAL LOAN AND LC EXPOSURE (20A + 20B)		\$ -
B	USD LOAN AND LC EXPOSURE - stated in CAD	0.0000	
22	TOTAL REVOLVER LOAN BALANCE (21A + 21B)		
23	EXCESS AVAILABILITY (line 14 minus 22).....		
24	SUPPRESSED AVAILABILITY	\$ -	

The person who executes this Borrowing Base Report on behalf of the Borrower hereby certifies that he/she is an officer of the general partner of the Borrower and in such capacity is authorized to execute this Borrowing Base Report on behalf of the Borrower pursuant to a credit agreement dated as of October 24, 2014 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the "Credit Agreement") between Mastermind LP (the "Borrower"), Mastermind GP Inc., as guarantor, Canadian Imperial Bank of Commerce in its capacity as Agent for the Lenders (the "Agent"), and the Lenders. All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement. The undersigned certifies, represents and warrants the correctness of this Borrowing Base Report.

EXHIBIT B

FORM OF BORROWING REQUEST

(Letter to be typed on Borrower's Letterhead, scan signed letter and email to CIBCABLCollateralAnalysts@cibc.com)

[DATE]

CANADIAN IMPERIAL BANK OF COMMERCE
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2

Attention: Collateral Analyst

BORROWING REQUEST

1. We refer to the credit agreement dated as of October 24, 2014 (as amended, restated, supplemented, replaced or otherwise modified from time to time the "**Credit Agreement**"; capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Credit Agreement), between Mastermind LP, as borrower (the "**Borrower**"), Mastermind GP Inc., as guarantor, Canadian Imperial Bank of Commerce, as agent (the "**Agent**"), and the other financial institutions party thereto from time to time, as lenders.
2. We hereby instruct and authorize the Agent to make advances to our disbursement account(s), subject to and in accordance with the terms and provisions of the Credit Agreement to the account numbers specified below and to charge the Borrower's loan account as **[Revolving Loans] / [Term Loans]** with each such advance(s).
3. The Borrower hereby requests an advance (the "**Advance**") be made as follows:
 - (a) **the Drawdown Date**¹: **[DATE]**_____

Notice requirements as stated in the Credit Agreement are:

- 10:00 AM (Toronto time) on the requested Drawdown Date for Canadian Prime Rate Loans or Base Rate Loans,
- 11:00 AM (Toronto time) three (3) Business Days before the requested Drawdown Date for a Letter of Credit in accordance with Section 2.18 of the Credit Agreement.

(b) Applicable Credit:

Revolving Loan	Advance Amount Cdn.\$ _____
Revolving Loan	Advance Amount US\$ _____
Term Loan ²	Advance Amount ³ Cdn.\$ _____

¹ The Drawdown Date must be a Business Day.

² Only available for a period of 18 months following the Effective Date.

³ Minimum amount is \$500,000.

(c) **Type and Amount of Borrowing (check appropriate boxes):**

	<u>Amount</u>
() Canadian Prime Borrowing:	Cdn.\$ _____
() Base Rate Borrowing:	US\$ _____
() Letters of Credit⁴:	
	<u>Amount</u> <u>Expiry Date</u>
Cdn.\$ _____ \$ _____	_____
US \$ _____ \$ _____	_____

Total Cdn.\$ _____

Total US\$ _____

Additional Information: As per the attached Letter of Credit application

* Attach a copy of the Letter of Credit application duly completed by the Borrower in accordance with the provisions of the Credit Agreement.

If rollover or conversion of an existing Borrowing, provide details of other Borrowing:

- (a) Type: _____
- (b) Amount: _____
- (c) Maturity Date: _____

Proceeds of the Advance are to be directed as follows:

Bank Name: _____

Account Name: _____

Branch #: _____

Account Number: CAD# _____

USD# _____

The Borrower hereby acknowledges that the Agent will make payments strictly on the basis of the account number furnished herein even if such account number identifies a party other than the name of the account listed above. In the event the above account number is incorrect, we hereby agree to be fully liable for any and all losses, costs, and expenses arising therefrom.

⁴ Issued in accordance with Section 2.18 of the Credit Agreement.

The Borrower hereby confirms as follows:

- (a) Each of the representations and warranties made by the Borrower in or pursuant to the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the date hereof (unless such representation and warranty is qualified as to materiality in which case it shall be true and correct in all respects) (including the date of issuance, amendment, renewal or extension of the Letter of Credit, if applicable) as if made on and as of the date hereof (except where such representation and warranty refers to a different date).
 - (b) No Default or Event of Default has occurred and is continuing on the date hereof or will occur after the making of the Advance(s) requested hereunder.
 - (c) Except as may have been otherwise agreed to from time to time by the Agent and the Borrower in writing, after making the Advance(s) requested to be made by the Borrower hereunder, the aggregate Exposure will not exceed the lesser of (i) the Commitments, and (ii) an amount equal to the Borrowing Base.
4. All terms and conditions contained in the Credit Agreement to be complied with, not properly waived in writing by or on behalf of the Lenders have been fully complied with.

DATED this day of _____, 20__

Yours truly,

**MASTERMIND LP, by its general partner,
MASTERMIND GP INC.**

By: _____
Name:
Title:

EXHIBIT C

FORM OF LANDLORD WAIVER

The undersigned is the owner of the premises known as _____ (the "Premises"), which

Premises are leased by the undersigned to [NAME OF CREDIT PARTY], a [JURISDICTION] corporation, or one of its affiliates (collectively, the "Obligors") pursuant to a lease agreement dated as of _____ (as it may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Lease"). The undersigned understands that the Obligors will enter (or have entered) into a credit facility with Canadian Imperial Bank of Commerce, in its capacity as Agent (the "Agent") for certain lenders (the "Lenders"), pursuant to which (a) the Lenders may make loans to certain of the Obligors from time to time, and (b) the Obligors will grant (or have granted) to the Agent, a security interest on all of the Obligors' present and after-acquired accounts receivable, Inventory, general intangibles (including, without limitation, trademarks and intellectual property rights), capital assets, documents of title, collateral proceeds accounts and capital stock (the "Collateral").

1. Except as provided herein, the undersigned hereby waives and relinquishes in favour of the Agent any landlord's lien, and all rights of levy or distraint, that the undersigned may now or hereafter have, whether by statute, contract (including the Lease) or by common law, in any of the Collateral of the Tenant in the Premises (excluding the Leasehold Improvements), whether for rent or otherwise.

2. The Landlord agrees that the Agent's security interests and liens in the Collateral (excluding the Leasehold Improvements), whether for rent or otherwise, now existing or hereafter arising, shall have priority over and rank senior to any and all of the Landlord's security interests and liens whether existing by statute, contract (including the Lease) or by common law.

3. Notwithstanding anything to the contrary contained herein, the Collateral shall specifically exclude any interest or right to plumbing and electrical fixtures, heating, ventilation and air conditioning systems and equipment, wall and floor coverings, Leasehold Improvements, and all other fixtures in the Premises not normally considered trade fixtures.

4. "Leasehold Improvements" means all fixtures not normally considered trade fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant in the Premises, including heating, ventilating, air-conditioning, sewage, sprinkler, mechanical and electrical equipment and facilities and equipment for or in connection with the supply of utilities or communications, wherever located, window coverings, doors, hardware, partitions (including moveable partitions) and wall- to-wall carpeting, but excluding trade fixtures, drapes and furniture and equipment not of the nature of fixtures.

5. In order to exercise any rights as a secured party holding a security interest in the Collateral, the Agent is expressly authorized and privileged, subject to the rights retained by the Landlord herein, at any time to enter the Premises and inspect, remove or repossess the Collateral; provided, however, that the Agent will repair, or pay the reasonable cost to repair, any damage to the Premises resulting from such inspection, removal, repossession, auction or sale.

6. If the Lease is terminated by the undersigned whether by reason of any default by the Obligors or otherwise, or if the Obligors default under any of their agreements with the Agent or any Lender, and in any such case the Agent, on behalf of itself or the Lenders, desires to exercise its rights as a secured party holding a security interest in any of the Collateral, then the Agent may thereafter at its option occupy the Premises for up to 90 days and may keep thereon such property

as it determines appropriate, provided that the Agent shall pay rent for its period of occupancy (prorated on a daily basis and computed on the basis of a 30-day month) at the rate provided in the Lease based on the rate in effect just prior to such termination or default, without incurring any other obligations of the Obligors as tenants or otherwise.

7. The undersigned hereby consents to the acquisition by the Agent, at the Agent's option, of the absolute ownership of the Obligors' interest in the Lease and agrees that if the Agent, at its option, takes possession of the Obligors' leasehold estate in the Premises, the Agent will thereupon, be recognized as the tenant under the Lease. If the Agent shall become the tenant under the Lease, it may, on behalf of the Lenders, sublease or assign the Lease for any lawful purpose with the express written consent of the undersigned and the assignment of the Lease shall release and relieve the Agent of all obligations thereunder. The undersigned agrees to give notice to the Agent of any default by any Obligor of any of the provisions of the Lease, such notice to be given within 5 days of notice of such default being given to the Obligor, at the following address:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2
Attention: Senior Director, Portfolio Management, Asset Based Lending Group

8. All of the Agent's rights and privileges hereunder shall inure to the benefit of its successors and assigns and shall bind the undersigned's successors or assigns.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this _____ day of _____, 2014.

[NAME OF LANDLORD]

By: _____
Name:
Title:

EXHIBIT D

FORM OF BAILEE LETTER

_____, 20

[NAME OF BAILEE]
[ADDRESS OF BAILEE]

Re: [NAME OF CREDIT PARTY] (the "Bailor")

Ladies and Gentlemen:

This letter (the "Letter") is to advise _____ (the "Bailee") that the Bailor executed and delivered to Canadian Imperial Bank of Commerce, in its capacity as Agent for certain lenders (the "Agent") a Credit Agreement (as may be modified, amended, renewed, extended, restated, or replaced from time to time, the "Credit Agreement"), pursuant to which the Bailor granted to the Agent a security interest in, among other things, all inventory of the Bailor, some of which is in possession of the Bailee from time to time (the "Controlled Inventory"). By executing this Letter, the Bailee acknowledges that from time to time the Bailee is in possession of Controlled Inventory and that, because of the Agent's interest in the Controlled Inventory, the instructions contained in this Letter are irrevocable and cannot be altered or amended without the prior written consent of the Agent. The Bailor's execution of this Letter is conclusive evidence to the Bailee of its confirmation of and agreement to the foregoing and of its agreement to be bound by all terms of this Letter on which the Bailee is entitled to rely for all purposes until written notice of termination of this Letter is given to the Bailee by the Agent.

The Bailee recognizes the Agent's continuing security interest in the Controlled Inventory and in the proceeds thereof. The Bailee covenants and agrees that the Controlled Inventory is and shall remain owned by the Bailor, and that the Agent may at any time and from time to time during normal operating hours of the Bailee's facility, inspect, remove and/or repossess (subject to the express provisions herein respecting the payment of Storage Fees defined below), the Controlled Inventory while in possession of the Bailee without accountability to the Bailee therefor and free of any lien, security interest, right or claim which the Bailee may now or hereafter have, such right of the Agent being independent of any other right or remedy the Agent may have. The Bailee hereby authorizes and empowers the Agent to access the premises where the Controlled Inventory is located during normal operating hours of the Bailee's facility for the purposes of guarding and maintaining the Controlled Inventory, preparing and showing the same for sale and/or conducting a sale thereof. From the date on which the Agent notifies the Bailee that an "Event of Default" (as defined in the Credit Agreement) the Bailee hereby waives and releases, for the benefit of the Agent, its successors and assigns, any and all liens, security interests, rights and claims of every kind, whether statutory, contractual or by law, which the Bailee may now or hereafter have with respect to the Controlled Inventory, including, without limitation, any rights to seize, hold, restrain, levy upon, take possession of, sell or otherwise transfer or dispose of the Controlled Inventory and the Bailee further acknowledges and agrees that no negotiable warehouse receipts or documents of title will be issued covering the Controlled Inventory.

So long as no Default Period (hereinafter defined) is continuing, the Bailor may control the Controlled Inventory. From the date on which the Agent notifies the Bailee that an "Event of Default" (as defined in the Credit Agreement) has occurred and thereafter until the Bailee receives notice

from the Agent that such Event of Default is no longer continuing and that no other Event of Default is continuing (such period being referred to herein as a "Default Period"), the Bailee, the Bailor and the Agent agree that the Agent shall have the exclusive right to direct the Bailee as to control of the Controlled Inventory, which includes, without limitation, the right to dispose of, repossess or remove the Controlled Inventory, and the Bailee shall not comply in any respect with any request or direction by the Bailor in connection with the Controlled Inventory, unless consented to in writing by the Agent.

At any time when the Bailee has possession of the Controlled Inventory, the Bailee agrees to prevent the commingling of the Controlled Inventory in its possession with other Inventory, goods or items in the Bailee's possession by clearly separating, dividing or otherwise isolating the Controlled Inventory from all such other items in the Bailee's possession. The Bailee will also clearly identify the Controlled Inventory as belonging to the Bailor, through the use of labels, tags, or other similar coding methods.

The Bailee will from time to time deliver to the Agent, upon the written request of the Agent (which request may be by facsimile transmission) and at the Bailor's cost and expense, such information regarding the Controlled Inventory as may be reasonably requested by the Agent. The Bailee confirms in favour of the Agent that it has not, prior to the date hereof, executed in favour of any third party any document, instrument or agreement pursuant to which (a) the Bailee has acknowledged a security interest in the Controlled Inventory in favour of such third party, or (b) the Bailee has agreed to follow the instructions of such third party in respect of the Controlled Inventory.

The Bailor agrees that the Bailee shall be fully protected in acting on any notice or direction by the Agent relating to the Controlled Inventory without making any inquiry whatsoever as to the Agent's right or authority to give such notice or direction. Further, the Bailee shall have no liabilities to the Bailor or the Agent other than those imposed upon it by law for its own lack of good faith, gross negligence or wilful misconduct. The Bailee shall not be liable for consequential, indirect or special damages, even if the Bailee has been advised of the possibility of such damages. The Bailee shall not be liable for any failure or delay in performing any service under this Letter in the event and to the extent that such failure arises out of causes beyond the Bailee's control, including but not limited to war, civil commotion, an Act of God, fire, flood, explosion, sabotage, failure or interruption of electrical or other power supplies or of transportation services, compliance with governmental laws, regulations or orders, and strikes and lockouts.

The Bailor agrees to pay the Bailee's costs and expenses, including reasonable legal fees, in connection with the execution, delivery and administration of this Letter.

The Bailor and the Agent, jointly and severally, hereby agree to indemnify and save the Bailee harmless from and against any and all losses, costs and expenses arising out of the compliance by the Bailee with the terms of the instructions contained herein.

If the Bailor is unable to fulfill its obligations to the Bailee in respect of warehouse fees and other expenses payable by the Bailor to the Bailee in connection with the storage, handling and delivery of the Controlled Inventory (collectively, the "Storage Fees"), the Agent agrees that, as a condition to the Agent's rights of access to the Controlled Inventory and the Agent's rights of inspection, removal and/or repossession of the Controlled Inventory provided for in this Letter, it will pay to the Bailee all Storage Fees which remain unpaid as at the commencement of any Default Period together with any Storage Fees incurred during the continuance of a Default Period.

The Bailor acknowledges and agrees that (a) any amounts paid by the Agent to the Bailee hereunder shall constitute "Obligations" of the Bailor for purposes of the Credit Agreement, and (b) that this Letter is a "Loan Document" as such term is defined in the Credit Agreement dated _____ between the Agent and the Bailor, as borrower.

This Letter may only be terminated by the Agent upon written notice to the Bailee.

This Letter may be execute in one or more counterparts by facsimile transmission, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

If the foregoing instructions, terms and agreements are acceptable to the Bailee, please indicate the Bailee's acceptance by signing this letter in the space provided below and returning it to the Bailor.

Sincerely,

[NAME OF CREDIT PARTY]

By: _____
Name:
Title:

AGREED AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE

Address for Notice:

By: _____
Name:
Title:

199 Bay Street, 4th Floor
Toronto, ON M5L 1A2
Attention: Senior Director, Portfolio Management,
Asset Based Lending Group

[BAILEE]

By: _____
Name:
Title:

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION

Dated: _____, 20____

Reference is made to the credit agreement dated as of October 24, 2014 (as amended, modified, supplemented and in effect from time to time, the “**Credit Agreement**”), among Mastermind LP, as borrower (the “**Borrower**”), Mastermind GP Inc., as guarantor, Canadian Imperial Bank of Commerce, as agent (the “**Agent**”), and the other financial institutions party thereto from time to time, as lenders. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

This Assignment and Transfer Agreement (the “**Assignment and Transfer Agreement**”), between [*Insert Name of Assignor*] (herein the “**Assignor**”, as further defined and set forth on Schedule 1 hereto and made a part hereof) and [*Insert Name of Assignee*] (herein the “**Assignee**”, as further defined and set forth on Schedule 1 hereto and made a part hereof) is dated as of Effective Date (as set forth on Schedule 1 hereto and made a part hereof).

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor (subject to Section 2 hereof), and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor (subject to Section 2 hereof), as of the Effective Date, an undivided interest (the “**Assigned Interest**”) in and to all the Assignor’s rights and obligations under the Credit Agreement, and only the financing facility contained in the Credit Agreement as is set forth on Schedule 1 (the “**Assigned Facility**”), in a principal amount for such Assigned Facility as set forth on Schedule 1, and all right, title and interest of the Assignor in and to the Loan Documents relating thereto.

2. The Assignor (i) represents and warrants that it is legally authorized to enter into this Assignment and Transfer Agreement, (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other instrument, document or agreement executed in conjunction therewith (collectively the “**Ancillary Documents**”) or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any Collateral thereunder or any of the Ancillary Documents furnished pursuant thereto, other than that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or any guarantor or the performance or observance by the Borrower or any guarantor of any of its respective obligations under the Credit Agreement or any of the Ancillary Documents furnished pursuant thereto.

3. The Assignee (i) represents and warrants that it is legally authorized to enter into this Assignment and Transfer Agreement; (ii) confirms that it has received a copy of the Credit Agreement, together with the copies of the most recent financial statements of the Borrower, and such other documents and information as it has deemed appropriate to make its own credit analysis; (iii) agrees that it will, independently and without reliance upon the Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (v) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the

obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

4. Following the execution of this Assignment and Transfer Agreement, such agreement will be delivered to the Agent for acceptance by it and the Borrower, effective as of the Effective Date.

5. Upon such acceptance, from and after the Effective Date, the Agent shall make all payments in respect of the assigned interest (including payments of principal, interest, fees and other amounts) to the Assignee, whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date made by the Agent or with respect to the making of this assignment directly between themselves.

6. From and after the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Transfer Agreement, have the rights and obligations of a Lender thereunder, and (ii) the Assignor shall, to the extent provided in this Assignment and Transfer Agreement, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Assignment and Transfer Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

8. This Assignment and Transfer Agreement may be executed in one or more counterparts by facsimile transmission, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Transfer Agreement to be executed by their respective duly authorized officers.

Accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,

As Lender and Agent for the Lenders:

By: _____

Title: _____

By: _____

Title: _____

[NAME OF ASSIGNEE],

As Assignee

By: _____

Title: _____

By: _____

Title: _____

[NAME OF ASSIGNOR]

As Assignee

By: _____

Title: _____

By: _____

Title: _____

Consented to:⁵

**MASTERMIND LP, by its general partner,
MASTERMIND GP INC.**

By: _____

Title: _____

⁵ Borrower consent not required at any time after the occurrence of an Event of Default.

Schedule 1 to Assignment and Transfer Agreement

Name of Assignor:•

Name of Assignee:•

Effective Date of Assignment: _____, 20__

Assigned Facility	Principal Amount Assigned	Percentage Assigned of Facility (Shown as a percentage of aggregate original principal amount of all Lenders)
Revolving Loans	\$•	•%
Total:	<u>\$•</u>	

EXHIBIT F

FORM OF REPAYMENT NOTICE

(Letter to be typed on Borrower's Letterhead, scan signed letter and email to CIBCABLCollateralAnalysts@cibc.com)

CANADIAN IMPERIAL BANK OF COMMERCE,
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2

, 20__

Attention: Collateral Analyst

REPAYMENT NOTICE

Ladies/Gentlemen:

We refer to the credit agreement dated October 24, 2014 (as amended, modified, supplemented and in effect from time to time, the "**Credit Agreement**"; capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement), between Mastermind LP, as borrower (the "**Company**"), Mastermind GP Inc., as guarantor, Canadian Imperial Bank of Commerce, as agent (the "**Agent**"), and the other financial institutions party thereto from time to time, as lenders (the "**Lenders**").

We hereby notify the Agent of our repayment of the [**Revolving Loans**] / [**Term Loans**] (as defined in the Credit Agreement), subject to and in accordance with the terms and provisions of the Credit Agreement in the amount of:

A. The repayment amount:
Canadian Prime Loan: CAD\$_____ Base Rate Loan: US\$_____

B. The date of repayment*: _____

*If notice is received prior to 10:00 AM (Toronto time) on the repayment date, otherwise the date of repayment will be the following Business Day.

Proceeds of the repayment are to be deposited to the account of Canadian Imperial Bank of Commerce as follows:

Bank Name:	CIBC, Main Branch Commerce Court, Toronto, ON
Account Name:	CIBC Asset Based Lending suspense account
Transit #:	00002
Account Number:	CAD 09-68617
	USD 05-38507

The herein mentioned repayment does not constitute, nor shall it be construed as, a termination or partial termination of the Credit Agreement or the Credit.

Yours truly,

**MASTERMIND LP, by its general partner,
MASTERMIND GP INC.**

By: _____
Name:
Title:

EXHIBIT G

FORM OF RESPONSIBLE OFFICER'S CERTIFICATE

TO: Canadian Imperial Bank of Commerce, as Agent

The undersigned, _____ **[TITLE of AUTHORIZED SIGNING OFFICER]**, of Mastermind LP (the "**Borrower**"), pursuant to Section 5.1 of the credit agreement dated as of October 24, 2014, between, amongst others, Canadian Imperial Bank of Commerce, as Agent, Mastermind GP Inc., as guarantor, and the Borrower (as amended, restated, supplemented, replaced or otherwise modified from time to time the "**Credit Agreement**"), **DOES HEREBY CERTIFY** in **[his/her]** capacity as an authorized signing officer of the general partner of the Borrower and not in **[his/her]** personal capacity that:

1. The financial statements attached hereto present fairly, in all material respects, the financial condition of the Borrower on a consolidated basis at the end of the particular accounting period set out in such financial statements, as well as the Borrower's results of operations on a consolidated basis during such accounting period, subject to normal year-end audit adjustments and the absence of notes;

2. A review of such financial statements and of the activities of the Borrower and its Subsidiaries during the period covered by such financial statements has been made under my supervision has been made with a view to determining whether the Borrower and the Subsidiaries have fulfilled all of their obligations;

3. During the accounting period set out in such financial statements:

(a) there has been no Default or Event of Default under the Credit Agreement, except as disclosed to the Agent;

(b) no Material Adverse Change has occurred;

(c) the representation and warranties contained in the Credit Agreement and the other Loan Documents are correct in all material respects on and as of the date hereof as though made on and as of such date, other than any such representation or warranty which relates to a specified prior date and except to the extent that the Agent has been notified in writing by the Borrower that any representation or warranty is not correct and the Lenders have explicitly waived in writing compliance with such representation or warranty;

(d) the Tangible Net Worth of the Borrower and its Subsidiaries is equal to _____ as at **[insert last month end date]** (as evidenced by the statements and calculations attached hereto as Annex A);

(e) no change in GAAP or in the application thereof has occurred since the date of the most recent audited annual financial statements of the Borrower delivered to the Agent **[Note: - If a change has occurred, specify the details of the change and its effect on the accompanying financial statements]**; and

(f) the Borrower and the other Credit Parties have been in compliance with Section 6.4 of the Credit Agreement and Annex B hereto sets out details of all transactions contemplated by Section 6.4 of the Credit Agreement and the details of such compliance.

[Note to Draft: if any of the foregoing is incorrect, revise wording accordingly to include particulars of any variation.]

4. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Responsible Officer's certificate on behalf of the Borrower as of the _____ day of _____, 20____.

By: _____
Name:
Title:

ANNEX A

ANNEX B

TAB F

This is Exhibit "F" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE

THIS ELEVENTH AMENDING AGREEMENT (this “**Eleventh Amending Agreement**”) made as of the 19th day of May, 2022.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014, as amended by a first amending agreement dated as of July 29, 2015, a second amending agreement dated as of April 4, 2016, a third amending agreement dated as of September 26, 2016, a fourth amending agreement dated as of April 24, 2017, a fifth amending agreement dated as of July 25, 2017, a sixth amending agreement dated as of January 14, 2019, a seventh amending agreement dated as of January 22, 2020, an eighth amending agreement dated as of June 11, 2020, a ninth amending agreement dated as of May 20, 2021 and a tenth amending agreement dated as of July 23, 2021 (collectively, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement as provided herein and such revisions require the approval of the Lenders;

NOW THEREFORE THIS ELEVENTH AMENDING AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Eleventh Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Eleventh Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Eleventh Amending Agreement otherwise requires, the Credit Agreement and this Eleventh Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Eleventh Amending Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

(1) The definition of “**Tenth Amendment Date**” in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.

(2) Section 1.1 of the Credit Agreement is further amended by deleting the definition of “**EBITDA**” in its entirety and replacing it with the following:

““**EBITDA**” means, for the Borrower on a consolidated basis and for any period, without duplication, an amount equal to the Consolidated Net Income for such period less:

- (i) any non-cash income included in Consolidated Net Income and consolidated unrealized foreign exchange gains,
 - A. plus to the extent deducted from Consolidated Net Income,
 - i) Interest Expense, depreciation, depletion and impairment, amortization expense and income tax expenses,
 - ii) consolidated unrealized foreign exchange losses,
 - iii) any management fees (and taxes thereon) paid to Birch Hill Equity Partners Management Ltd. to the extent permitted to be paid pursuant to the provisions of the Agreement,
 - iv) any Directors’ Fees paid (which, for greater certainty, shall not exceed \$207,200 in any Fiscal Year),

- v) any one-time integration expenses relating to store pre-opening costs,
- vi) any:
 - i. reasonable transaction fees and expenses (including the reasonable fees of professional advisors) incurred in connection with amendments to this Agreement and the transactions described therein, as approved by the Agent, acting reasonably;
 - ii. one-time restructuring costs (including employee severance costs) and costs related to store closings or resizings, as approved by the Agent, acting reasonably;
 - iii. COVID-19 related expenses incurred during the previous 12-month period in an amount not to exceed \$91,000 during such period;
 - iv. real estate consultant fees incurred during the previous 12-month period in an amount not to exceed \$40,000 during such period; and
 - v. the amount of projected annual “run-rate” contributions in respect of new stores opened over the last 12-month period, projected by the Borrower in good faith and certified by a Responsible Officer of the Borrower in writing provided that the aggregate amount of all contributions added back to EBITDA during any measurement period shall not exceed 15% of EBITDA for such measurement period calculated after the add-back or adjustment for any such item.

For greater certainty, EBITDA for any period shall be determined after the payment of all management and employee bonuses and non-arm’s length consulting fees for such period.”

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Eleventh Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- i. the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- ii. as of the date hereof, no Default or Event of Default exists.

Section 5 Conditions Precedent

This Eleventh Amending Agreement shall be subject to and conditional upon the following conditions precedent being satisfied:

- (a) this Eleventh Amending Agreement shall have been executed and delivered by all parties hereto;
- (b) the Agent shall have received a limited partner report for the Borrower and a certificate of status for the Guarantor;
- (c) the Agent shall have received all Eleventh Amendment Fees; and
- (d) such other documents and instruments as may be reasonably required by the Agent shall have been delivered to the Agent.

Section 6 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, all legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Eleventh Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith (collectively, the “**Eleventh Amendment Fees**”).

Section 7 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Eleventh Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Eleventh Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) set forth therein including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Eleventh Amending Agreement.

Section 8 Counterparts

This Eleventh Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 9 Governing Law

This Eleventh Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Eleventh Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.


MASTERMIND LP, by its general partner,
MASTERMIND GP INC.


By: Mike Shirley
Name: Michael Shirley
Title: Chief Financial Officer

MASTERMIND GP INC.

By: Mike Shirley
Name: Michael Shirley
Title: Chief Financial Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent and as Lender

By: 
Name: Steven Filippi
Title: Authorized Signatory

By: 
Name: Brian Chisholm
Title: Authorized Signatory

THIS TENTH AMENDING AGREEMENT (this “**Tenth Amending Agreement**”) made as of the 23rd day of July, 2021.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014, as amended by a first amending agreement dated as of July 29, 2015, a second amending agreement dated as of April 4, 2016, a third amending agreement dated as of September 26, 2016, a fourth amending agreement dated as of April 24, 2017, a fifth amending agreement dated as of July 25, 2017, a sixth amending agreement dated as of January 14, 2019, a seventh amending agreement dated as of January 22, 2020, an eighth amending agreement dated as of June 11, 2020 and a ninth amending agreement dated as of May 20, 2021 (collectively, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement as provided herein and such revisions require the approval of the Lenders;

NOW THEREFORE THIS TENTH AMENDING AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Tenth Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Tenth Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Tenth Amending Agreement otherwise requires, the Credit Agreement and this Tenth Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Tenth Amending Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

(1) The definition of “**Ninth Amendment Date**” in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.

(2) Section 1.1 of the Credit Agreement is further amended by inserting the following definitions in alphabetical order therein:

“**Fixed Charge Coverage Ratio**” means, as of the last day of any calendar month, the ratio of (a) without duplication, EBITDA for the Rolling Period ended on that date minus the sum of (i) Capital Expenditures which are not financed Capital Expenditures (net of cash tenant inducements or allowances) made by the Borrower during such Rolling Period plus (ii) income taxes paid in cash or cash equivalents by the Borrower during such Rolling Period plus (iii) Restricted Payments made in accordance with Section 6.6 (c) and (d) to (b) the sum of (i) Interest Expense paid in cash for such Rolling Period plus (ii) the aggregate of all cash dividends, cash distributions to unitholders of the Borrower (excluding management fees paid (plus tax) to Birch Hill Equity Partners Management Ltd.) and mandatory principal payments on Indebtedness made by the Borrower during such Rolling Period. For the purposes of calculating the Fixed Charge Coverage ratio, the Borrower may consider up to an aggregate of \$5,000,000 in Capital Expenditures (provided that such amount shall not exceed \$5,000,000 in the aggregate over the term of this Agreement) plus any Capital Expenditures funded through the issuance of Equity Securities by the Borrower as financed Capital Expenditures for a Rolling Period.”

“**Tenth Amendment Date**” means July 23, 2021.”

(3) Section 1.1 of the Credit Agreement is further amended by deleting the definition of “**Maturity Date**” in its entirety and replacing it with the following:

“**Maturity Date**” means July 25, 2024.”

(4) Section 5.1(f)(viii) of the Credit Agreement is hereby deleted in its entirety and substituted with the following therefor:

“(viii) written confirmation that either: (a) all rent payments under each lease of real property (under which a Credit Party is a tenant) have been paid, or (b) all rent payments under each lease of real property (under which a Credit Party is a tenant) have been paid, other than certain rent payments under certain leases of real property (under which a Credit Party is a tenant) that have not been paid (to be accompanied by a detailed list of any such unpaid rent payments), ”

(5) Section 5.13 of the Credit Agreement is hereby deleted in its entirety and substituted with the following therefor:

“5.13 Minimum EBITDA Covenant.

The Borrower shall, subject to Section 5.14, have, at the end of each month set forth below, EBITDA for the year-to-date period then ended of not less than the following:

Fiscal Month	Minimum EBITDA
January 2021	(2,262,000)
February 2021	(3,711,000)
March 2021	(4,130,000)
April 2021	(4,565,000)
May 2021	(4,945,000)
June 2021	(5,088,000)
July 2021	(5,961,000)
August 2021	(6,662,000)
September 2021	(7,796,000)
October 2021	(9,329,000)
November 2021	(7,610,000)
December 2021	(432,000)

Notwithstanding the foregoing, the parties hereto acknowledge and agree that the “Minimum EBITDA” thresholds set forth above are based upon a year-to-date

EBITDA forecast submitted by the Borrower to the Lenders prior to the Tenth Amendment Date, and if such year-to-date EBITDA forecast proves to be inaccurate as a result of material changes to the store re-opening assumptions previously provided and in acceptable form and substance to the Lenders (e.g. if stores are mandated to shut down again subsequent to re-opening) and/or adjustments are required for any permanent store closures, such forecast may be resubmitted by the Borrower to the Agent (in a form acceptable to the Agent, acting reasonably) and the “Minimum EBITDA” thresholds set forth above will be amended (notwithstanding Section 9.2(b)) by the Agent accordingly, acting reasonably. The Borrower’s compliance with this Section 5.13 shall be tested monthly as at the last day of each month.

The minimum EBITDA requirement for each month on a year-to-date basis for the Fiscal Year ending December 31, 2022 shall be determined by no later than December 31, 2021, based upon an annual forecast to be delivered to the Agent and a written agreement by the Borrower, the Agent and the Lenders, each acting reasonably.”

(6) Section 5.14 of the Credit Agreement is hereby deleted in its entirety and substituted with the following therefor:

“**5.14 Fixed Charge Coverage Ratio.**

Beginning with the month ending January 31, 2022, the Borrower shall include a calculation of the Fixed Charge Coverage Ratio in its monthly certificate of a Responsible Officer delivered pursuant to Section 5.1(b) and (c).

If the Fixed Charge Coverage Ratio is not less than 1.0:1.0 as at the last day of the month for two (2) consecutive months thereafter, beginning the following month:

- (a) the Borrower will, at all times, maintain a Fixed Charge Coverage Ratio at a level not less than 1.0:1.0 (to be tested monthly as at the last day of each month); and
- (b) notwithstanding any other provision in this Agreement, the minimum EBITDA covenant set out in Section 5.13 shall not apply.

(7) Exhibit G of the Credit Agreement is hereby deleted in its entirety and substituted with Schedule 1 attached hereto.

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Tenth Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- i. the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- ii. as of the Tenth Amendment Date, no Default or Event of Default exists.

Section 5 Conditions Precedent

This Tenth Amending Agreement shall be subject to and conditional upon the following conditions precedent being satisfied:

- (a) this Tenth Amending Agreement shall have been executed and delivered by all parties hereto;
- (b) the Agent shall have received an executed officer's certificate in respect of the Borrower and Guarantor which shall include the resolutions authorizing the execution, delivery and performance of each Credit Party's respective obligations under this Tenth Amending Agreement and the transactions contemplated herein, and the incumbency of the officers of the Credit Parties executing this Tenth Amending Agreement or any other documents to be provided pursuant to the provisions hereof;
- (c) the Agent shall have received a limited partner report for the Borrower and a certificate of status for the Guarantor;
- (d) the Agent shall have received all Tenth Amendment Fees; and
- (e) such other documents and instruments as may be reasonably required by the Agent shall have been delivered to the Agent.

Section 6 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, a renewal fee of \$45,000 and all legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Tenth Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith (collectively, the "**Tenth Amendment Fees**").

Section 7 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Tenth Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Tenth Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) set forth therein including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Tenth Amending Agreement.

Section 8 Counterparts

This Tenth Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 9 Governing Law

This Tenth Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Tenth Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MASTERMIND LP, by its general partner,
MASTERMIND GP INC.

By: Mike Shirley
Name: Michael Shirley
Title: Chief Financial Officer

MASTERMIND GP INC.


By: Mike Shirley
Name: Michael Shirley
Title: Chief Financial Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent and as Lender

By: 

Name: Steven Filippi

Title: Authorized Signatory

By: 

Name: Brian Chisholm

Title: Authorized Signatory

SCHEDULE 1

EXHIBIT G

FORM OF RESPONSIBLE OFFICER'S CERTIFICATE

TO: Canadian Imperial Bank of Commerce, as Agent

The undersigned, _____ [TITLE of AUTHORIZED SIGNING OFFICER], of Mastermind LP (the "**Borrower**"), pursuant to Section 5.1 of the credit agreement dated as of October 24, 2014, between, amongst others, Canadian Imperial Bank of Commerce, as Agent, Mastermind GP Inc., as guarantor, and the Borrower (as amended, restated, supplemented, replaced or otherwise modified from time to time the "**Credit Agreement**"), **DOES HEREBY CERTIFY** in [his/her] capacity as an authorized signing officer of the general partner of the Borrower and not in [his/her] personal capacity that:

1. The financial statements attached hereto present fairly, in all material respects, the financial condition of the Borrower on a consolidated basis at the end of the particular accounting period set out in such financial statements, as well as the Borrower's results of operations during such accounting period, subject to normal year-end audit adjustments and the absence of notes;

2. A review of such financial statements and of the activities of the Borrower and its Subsidiaries during the period covered by such financial statements has been made under my supervision has been made with a view to determining whether the Borrower and the Subsidiaries have fulfilled all of their obligations;

3. During the accounting period set out in such financial statements:

(a) there has been no Default or Event of Default under the Credit Agreement, except as disclosed to the Agent;

(b) no Material Adverse Change has occurred;

(c) the representation and warranties contained in the Credit Agreement and the other Loan Documents are correct in all material respects on and as of the date hereof as though made on and as of such date, other than any such representation or warranty which relates to a specified prior date and except to the extent that the Agent has been notified in writing by the Borrower that any representation or warranty is not correct and the Lenders have explicitly waived in writing compliance with such representation or warranty;

(d) no change in GAAP or in the application thereof has occurred since the date of the most recent audited annual financial statements of the Borrower delivered to the Agent
[Note: - If a change has occurred, specify the details of the change and its effect on the accompanying financial statements];

(e) the EBITDA of the Borrower is equal to _____ as at **[insert last month end date]** (as evidenced by the statements and calculations attached hereto as Annex A);

(f) [the Fixed Charge Coverage Ratio of the Borrower is equal to _____ as at **[insert last month end date]** (as evidenced by the statements and calculations attached hereto as Annex B); and]¹

(g) the Borrower and the other Credit Parties have been in compliance with Section 6.4 of the Credit Agreement and Annex C hereto sets out details of all transactions contemplated by Section 6.4 of the Credit Agreement and the details of such compliance.

4. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Responsible Officer's certificate on behalf of the Borrower as of the _____ day of _____, 20__.

By: _____
Name:
Title:

¹ NTD: Pursuant to Section 5.14 of the Credit Agreement, only required beginning with the month ending January 31, 2022.

ANNEX A

ANNEX B

ANNEX C

THIS NINTH AMENDING AGREEMENT (this “**Ninth Amending Agreement**”) made as of the 20th day of May, 2021 and effective as of the 1st day of January, 2021.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014, as amended by a first amending agreement dated as of July 29, 2015, a second amending agreement dated as of April 4, 2016, a third amending agreement dated as of September 26, 2016, a fourth amending agreement dated as of April 24, 2017, a fifth amending agreement dated as of July 25, 2017, a sixth amending agreement dated as of January 14, 2019, a seventh amending agreement dated as of January 22, 2020 and an eighth amending agreement dated as of June 11, 2020 (collectively, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement as provided herein and such revisions require the approval of the Lenders;

NOW THEREFORE THIS NINTH AMENDING AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Ninth Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Ninth Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Ninth Amending Agreement otherwise requires, the Credit Agreement and this Ninth Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Ninth Amending Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

(1) The definition of “**2021 Minimum EBITDA Requirement**” in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.

(2) Section 1.1 of the Credit Agreement is further amended by inserting the following definitions in alphabetical order therein:

“**Directors’ Fees**” has the meaning set out in Section 6.6.”

“**Ninth Amendment Date**” means May 20, 2021.”

(3) Section 1.1 of the Credit Agreement is further amended by deleting the definition of “**EBITDA**” in its entirety and replacing it with the following:

“**EBITDA**” means, for the Borrower on a consolidated basis and for any period, without duplication, an amount equal to the Consolidated Net Income for such period less:

(i) any non-cash income included in Consolidated Net Income and consolidated unrealized foreign exchange gains,

A. plus to the extent deducted from Consolidated Net Income,

- i) Interest Expense, depreciation, depletion and impairment, amortization expense and income tax expenses,
- ii) consolidated unrealized foreign exchange losses,
- iii) any management fees (and taxes thereon) paid to Birch Hill Equity Partners Management Ltd. to the

extent permitted to be paid pursuant to the provisions of the Agreement,

- iv) any Directors' Fees paid (which, for greater certainty, shall not exceed \$207,200 in any Fiscal Year),
- v) any one-time integration expenses relating to store pre-opening costs,
- vi) any:
 - i. reasonable transaction fees and expenses (including the reasonable fees of professional advisors and the Revolving Commitment Extension Fee) incurred in connection with the Eighth Amendment Agreement and the transactions described therein, as approved by the Agent, acting reasonably;
 - ii. one-time restructuring costs (including employee severance costs) and costs related to store closings or resizings, as approved by the Agent, acting reasonably;
 - iii. for the Fiscal Year ending December 31, 2021, COVID-19 related expenses not to exceed \$96,000; and
 - iv. for the Fiscal Year ending December 31, 2021, real estate consultant fees not to exceed \$60,000.

For greater certainty, EBITDA for any period shall be determined after the payment of all management and employee bonuses and non-arm's length consulting fees for such period.

(4) Section 5.13 of the Credit Agreement is hereby deleted in its entirety and substituted with the following therefor:

“5.13 Minimum EBITDA Covenant.

The Borrower shall have, at the end of each month set forth below, EBITDA for the year-to-date period then ended of not less than the following:

Fiscal Month	Minimum EBITDA
--------------	----------------

January 2021	(2,262,000)
February 2021	(3,711,000)
March 2021	(4,130,000)
April 2021	(4,565,000)
May 2021	(4,945,000)
June 2021	(5,088,000)

Notwithstanding the foregoing, the parties hereto acknowledge and agree that the “Minimum EBITDA” thresholds set forth above are based upon a year-to-date EBITDA forecast submitted by the Borrower to the Lenders prior to the Ninth Amendment Date, and if such year-to-date EBITDA forecast proves to be inaccurate as a result of material changes to the store re-opening assumptions previously provided and in acceptable form and substance to the Lenders (e.g. if stores are mandated to shut down again subsequent to re-opening) and/or adjustments are required for any permanent store closures, such forecast may be resubmitted by the Borrower to the Agent (in a form acceptable to the Agent, acting reasonably) and the “Minimum EBITDA” thresholds set forth above will be amended (notwithstanding Section 9.2(b)) by the Agent accordingly, acting reasonably. The Borrower’s compliance with this Section 5.13 shall be tested monthly as at the last day of each month.

(5) Section 6.6 of the Credit Agreement is hereby deleted in its entirety and substituted with the following therefor:

““**6.6 Restricted Payments.**

No Credit Party will (without the prior written consent of the Agent) declare, pay or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) the Borrower may declare and pay dividends or make Restricted Payments with respect to its Equity Securities payable solely in additional Equity Securities, (b) any Credit Party (other than the Borrower) may declare and pay dividends or make Restricted Payments to the Borrower or any other Credit Party (other than the Borrower) and any Credit Party (other than the Borrower) may redeem or repurchase its own Equity Securities, (c) the payment of management fees to Birch Hill Equity Management Ltd. in an aggregate amount not to exceed \$250,000 (plus tax) in any Fiscal Year, (d) the Borrower may make Restricted Payments to its partners in or in respect of any period in an aggregate amount equivalent to the taxes which would otherwise have been payable to the relevant tax authorities if the Borrower were a corporation, and (e) the payment of directors fees and other similar payments to the directors of the Borrower in an amount not exceeding \$207,200 (plus taxes) (collectively, “**Directors’ Fees**”);

provided that no such act pursuant to items (a), (b), (c) or (d) above may be taken unless each of the following items are satisfied: (x) there exists no Default or Event of Default and in the case of item (c) above only, (y) the Borrower maintains Average Excess Availability for the 30 days prior to the contemplated payment of no less than 15% of the Borrowing Base, and (z) the Borrower maintains Average Excess Availability for the 30 days after the contemplated payment of no less than 15% of the Borrowing Base;”

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Ninth Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- i. the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- ii. as of the date of the Ninth Amendment Date, no Default or Event of Default exists.

Section 5 Conditions Precedent

This Ninth Amending Agreement shall be subject to and conditional upon the following conditions precedent being satisfied:

- (a) this Ninth Amending Agreement shall have been executed and delivered by all parties hereto.

Section 6 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Ninth Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 7 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Ninth Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Ninth Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) set forth therein including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Ninth Amending Agreement.

Section 8 Counterparts

This Ninth Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 9 Governing Law

This Ninth Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.


MASTERMIND LP, by its general partner,
MASTERMIND GP INC.

By: Mike Shirley
Name: Michael Shirley
Title: Chief Financial Officer

MASTERMIND GP INC.


By: Mike Shirley
Name: Michael Shirley
Title: Chief Financial Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent and as Lender

By: 

Name: Geoff Golding

Title: Authorized Signatory

By: 

Name: Steven Filippi

Title: Authorized Signatory

THIS EIGHTH AMENDING AGREEMENT AND CONSENT made as of the 11th day of June, 2020.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014, as amended by a first amending agreement dated as of July 29, 2015, a second amending agreement dated as of April 4, 2016, a third amending agreement dated as of September 26, 2016, a fourth amending agreement dated as of April 24, 2017, a fifth amending agreement dated as of July 25, 2017, a sixth amending agreement dated as of January 14, 2019 and a seventh amending agreement dated as of January 22, 2020 (collectively, as may be further amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”);

AND WHEREAS the Borrower has requested a new commitment in the amount of \$6,250,000 under the Export Development Corporation (Canada) Business Credit Availability Program (the “**EDC BCAP**”) to provide additional liquidity to the Borrower to finance the Borrower’s operations during the COVID-19 crisis;

AND WHEREAS the Agent and the Lenders have agreed to provide the BCAP Credit (as defined in Exhibit 1 hereto), and the parties hereto wish to amend certain provisions of the Credit Agreement as provided herein and such revisions require the approval of the Lenders;

AND WHEREAS the Borrower wishes to enter into a series of internal reorganization transactions (the “**Reorganization**”);

AND WHEREAS, in connection with the Reorganization, the Borrower and Guarantor intend to amend (the “**LPA Amendment**”) the second amended and restated limited partnership agreement of the Borrower dated as of May 31, 2011 (as amended, the “**LPA**”) to provide for a new class of limited partnership units of the Borrower;

AND WHEREAS, in connection with the Reorganization, the Borrower intends to incur certain Indebtedness to be provided by each of Birch Hill Equity Partners (US) IV, LP, Birch Hill Equity Partners IV, LP and Birch Hill Equity Partners (Entrepreneurs) IV, LP (collectively, the “**BH Reorganization Creditors**”) to be evidenced by secured grid notes issued in favour of each of the BH Reorganization Creditors and to pay interest thereon by the issuance of additional secured grid notes (collectively, the “**Reorganization Sub Debt**”) to fund the Buyouts (as defined below);

AND WHEREAS, the Borrower may incur certain Indebtedness to be provided by some or all of the BH Reorganization Creditors and/or BHEP (US) Mastermind Inc. (collectively, the “**BH Creditors**”) to be evidenced by secured grid notes and to pay interest thereon by the issuance of additional secured grid notes (collectively with the Reorganization Sub Debt, the “**Sub Debt**”) issued in favour of the applicable BH Creditors;

AND WHEREAS in connection with the Sub Debt (a) the Guarantor will guarantee the obligations of the Borrower thereunder; and (b) each of the Borrower and the Guarantor will grant security in favour of the BH Creditors (collectively, the “**BH Guarantee and Security**”);

AND WHEREAS, in connection with the Reorganization, the Borrower intends with the proceeds of the Reorganization Sub Debt to make certain Restricted Payments to certain Employee Holdcos (the “**Buyouts**”) to repurchase certain Class A Units of the Borrower;

AND WHEREAS, pursuant to Section 5.6 of the Credit Agreement, no Credit Party shall modify, amend or alter its certificate or articles of incorporation;

AND WHEREAS, pursuant to Section 6.1 of the Credit Agreement, no Credit Party shall create, incur, assume or permit to exist any Indebtedness, except, *inter alia*, any Indebtedness consented to in writing by the Required Lenders;

AND WHEREAS, pursuant to Section 6.2 of the Credit Agreement, no Credit Party shall create, incur, assume or permit to exist any Liens, except, *inter alia*, any Liens specifically consented to in writing by the Required Lenders;

AND WHEREAS, pursuant to Section 2.9(g) of the Credit Agreement, if any Credit Party incurs any Indebtedness (other than Indebtedness that is not already permitted under the Credit Agreement), for borrowed money, an amount equal to the entire cash proceeds of such

Indebtedness shall be paid by the Borrower (irrespective as to which Credit Party incurred the Indebtedness) to the Agent, within two (2) Business Days of the closing of the transaction under which such Indebtedness is incurred (a “**Mandatory Repayment**”);

AND WHEREAS, pursuant to Section 6.6 of the Credit Agreement, no Credit Party shall declare, pay or make, or agree to pay or make, directly or indirectly, any Restricted Payment without the prior written consent of the Agent;

AND WHEREAS the Borrower has requested that the Required Lenders consent to Borrower and Guarantor’s entry into the LPA Amendment, and the Required Lenders are agreeable to providing such consent, subject to the terms and conditions hereof;

AND WHEREAS the Borrower has requested that the Required Lenders consent to Borrower’s incurring of the Sub Debt and waive the requirement of a Mandatory Repayment that would otherwise become payable upon the Borrower incurring the Sub Debt, and the Required Lenders are agreeable to providing such consent and waiver, subject to the terms and conditions hereof;

AND WHEREAS the Borrower has requested that the Required Lenders consent to the BH Guarantee and Security, and the Required Lenders are agreeable to providing such consent, subject to the terms and conditions hereof;

AND WHEREAS the Borrower has requested that the Agent consent to the Borrower’s making of Buyouts in connection with the Reorganization, and the Agent is agreeable to providing such consent, subject to the terms and conditions hereof;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

Section 1 General

In this Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Except where otherwise noted, “this Agreement”, “herein”, “hereof”, “hereto”, “hereunder” or similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof.

Section 2 To be Read with Credit Agreement

This Agreement is an amendment to the Credit Agreement. Unless the context of this Agreement otherwise requires, the Credit Agreement and this Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement and each

other Loan Document means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 BCAP Credit

The Lenders agree to make the BCAP Credit available to the Borrower on the BCAP Effective Date (as defined in Exhibit 1 hereto) in the aggregate principal amount of \$6,250,000 on the terms and conditions set forth herein.

Section 4 Amendments

The parties hereto further agree that, with effect on the Eighth Amendment Effective Date (as defined below), the Credit Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double underlined text (indicated textually in the same manner as the following example: double underlined text) as set forth in the Credit Agreement attached as Exhibit 1 hereto.

Section 5 Consent to LPA Amendment

In reliance upon the representations and warranties set forth in Section 10 below, and subject to the satisfaction of the conditions precedent set forth in Section 11 below, the Required Lender hereby consents to the Borrower and Guarantor entering into the LPA Amendment, in the form previously provided to the Agent, and agrees that, notwithstanding Section 5.6 of the Credit Agreement or any other provision in the Loan Documents to the contrary, the Borrower will not be in violation of the Loan Documents, and no Event of Default will result from entry by the Borrower and Guarantor into the LPA Amendment.

Section 6 Consent to Indebtedness, BH Guarantee and Security and Waiver of Mandatory Repayment

In reliance upon the representations and warranties set forth in Section 10 below, and subject to the satisfaction of the conditions precedent set forth in Section 11 below, the Required Lender hereby consents to the Borrower incurring the Sub Debt and the provision by the Borrower and the Guarantor (as applicable) of the BH Guarantee and Security and waives the requirement that a Mandatory Repayment be made upon the Borrower incurring the Sub Debt and agrees that, notwithstanding Section 6.1, Section 6.2 or Section 2.9(g) of the Credit Agreement or any other provision in the Loan Documents to the contrary, the Borrower will not be in violation of the Loan Documents and no Event of Default will result from the Borrower incurring the Sub Debt, the provision by the Borrower and the Guarantor (as applicable) of the BH Guarantee and Security or the Borrower not making a Mandatory Repayment in connection with the incurrence of the Sub Debt.

Section 7 Consent to Restricted Payments

In reliance upon the representations and warranties set forth in Section 10 below, and subject to the satisfaction of the conditions precedent set forth in Section 11 below, the Agent hereby consents to the Borrower paying the Buyouts and agrees that, notwithstanding Section 6.6 of the Credit Agreement or any other provision in the Loan Documents to the contrary, the

Borrower will not be in violation of the Loan Documents and no Event of Default will result from the Borrower paying the Buyouts.

Section 8 Material Indebtedness

The Required Lenders further agree that, notwithstanding the terms of the Credit Agreement, the Sub Debt shall not constitute Material Indebtedness.

Section 9 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- (a) the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects);
- (b) the Reorganization and execution, delivery or performance by the Borrower, and compliance by the Borrower with the terms and provisions of this Agreement (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, (b) will not violate any Applicable Law or the charter, by-laws or other organizational documents of the Borrower or any other Credit Party or any order of any Governmental Authority, (c) will not violate or result in a default under any Material Contract binding upon the Borrower or any other Credit Party or their respective assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any other Credit Party, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any other Credit Party;
- (c) all necessary action has been taken on the part of the Borrower to duly authorize the execution and delivery by the Borrower of this Agreement and the performance by it of its obligations hereunder;
- (d) after giving effect to the amendments set forth in Exhibit 1 hereto, no Default or Event of Default has occurred and is continuing or would result from the entering into of this Agreement; and
- (e) except as contemplated herein, the Reorganization does not require any consent of the Agent or any Lender.

Section 10 Conditions Precedent

This Agreement shall be subject to and conditional upon the following conditions precedent being satisfied:

- (a) this Agreement shall have been executed and delivered by all parties hereto;

- (b) the Agent having received a subordination and postponement agreement between each of the BH Creditors, the Agent and the Borrower with respect to the Sub Debt;
- (c) the Agent having received an opinion of Davies Ward Phillips & Vineberg LLP (Ontario law), in respect of the Borrower and Guarantor;
- (d) the Agent having received an executed officer's certificate in respect of the Borrower and Guarantor which shall include the resolutions authorizing the execution, delivery and performance of each Credit Party's respective obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of the Credit Parties executing this Agreement or any other documents to be provided pursuant to the provisions hereof;
- (e) the Agent having received certified copies of: (a) a duly executed copy of the Borrower's Limited Partnership Agreement, (b) duly executed copies of the notes issued by the Borrower in favour of each of the BH Reorganization Creditors in connection with the Reorganization Sub Debt, and (c) a record of issued and outstanding Equity Securities of the Borrower after completion of the Buyouts;
- (f) the Agent having received a "Declaration and Acknowledgement" in form and content required under the EDC BCAP;
- (g) the Agent having received a "Waiver" duly completed by the Guarantor in form and content required under the EDC BCAP;
- (h) the Agent having received evidence, satisfactory to the Agent in its own discretion, confirming that a capital contribution (which may be satisfied by the issuance of the Sub Debt) of at least \$450,000 has been invested, either directly or indirectly, by Birch Hill Equity Partners Management Inc. in the Borrower on or before the Eighth Amendment Effective Date;
- (i) the Agent having received and be satisfied with the results of recent personal property, bankruptcy, execution and other searches with respect to the Borrower and Guarantor in all jurisdictions required by the Agent and its counsel;
- (j) the Agent having received a limited partnerships report for the Borrower and a certificate of status for the Guarantor; and
- (k) payment of the Revolving Commitment Extension Fee (as defined below).

Delivery of this Agreement to the Borrower by the Agent and Lenders as at the date hereof shall be conclusive evidence that the amendments herein to the Credit Agreement are in full force and effect (the date of such delivery being referred to herein as the "**Eighth Amendment Effective Date**").

Section 11 Credit Agreement Remains in Effect

Each of the parties acknowledges that, except as amended by the provisions of this Agreement, the Credit Agreement remains in full force and effect.

Section 12 No Waiver

The Borrower acknowledges and confirms that, except as explicitly contemplated herein, none of the terms contained in this Agreement shall operate or be construed as a waiver of any of the provisions of the Loan Documents or any Default or Event of Default.

Section 13 Headings

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 14 Loan Document

This Agreement shall be deemed to be a “Loan Document” for all purposes under the Credit Agreement.

Section 15 Benefits

This Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns.

Section 16 Revolving Commitment Extension Fee

The Borrower agrees to pay to the Agent, for its own account, on the Eighth Amendment Effective Date, which is fully earned and payable on the Eighth Amendment Effective Date, a fee of \$15,000 (the “**Revolving Commitment Extension Fee**”).

Section 17 Expenses

The Borrower shall pay all reasonable Out-of-Pocket Expenses incurred in connection with the preparation, negotiation, completion, execution, delivery and review of this Agreement and all other documents and instruments arising therefrom and/or executed in connection herewith.

Section 18 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) set forth therein including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Agreement.

Section 19 Counterparts

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 20 Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MASTERMIND LP, by its general partner,
MASTERMIND GP INC.

By: Thecla E. Sweeney
Name: Thecla Sweeney
Title: Secretary

MASTERMIND GP INC.

By: Thecla E. Sweeney
Name: Thecla Sweeney
Title: Secretary

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent and as Lender

By:  _____

Name: Steven Filippi
Title: Authorized Signatory

By:  _____

Name: Brian Chisholm
Title: Authorized Signatory

EXHIBIT 1

AMENDMENTS TO CREDIT AGREEMENT

CREDIT AGREEMENT

dated as of

October 24, 2014

among

MASTERMIND LP

as Borrower

MASTERMIND GP INC.

as Guarantor

and

THE LENDERS FROM TIME TO TIME PARTIES HERETO

as Lenders

and

CANADIAN IMPERIAL BANK OF COMMERCE

as Agent

CREDIT AGREEMENT

THIS CREDIT AGREEMENT is dated as of October 24, 2014 and is entered into among Mastermind LP, as Borrower and Mastermind GP Inc., as Guarantor, the Lenders from time to time parties hereto, as Lenders, and Canadian Imperial Bank of Commerce, as Agent.

RECITALS

- A. The Lenders have agreed to provide certain credit facilities to the Borrower.
- B. The Guarantors have agreed to guarantee the obligations of the Borrower in connection herewith.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms.

As used in this Agreement, the following terms have the meanings specified below:

["2021 Minimum EBITDA Requirement" meaning set out in Section 5.13\(a\).](#)

"Acceptable Bailee Letter" means, in respect of each bailee, a bailee letter substantially in the form of Exhibit D or otherwise satisfactory to the Agent in its Permitted Discretion executed by the relevant bailee.

"Acceptable Landlord Waiver" means, in respect of each premises, a landlord waiver substantially in the form of Exhibit C or otherwise satisfactory to the Agent in its Permitted Discretion executed by the landlord of the relevant premises.

"Acquisition" means any transaction, or any series of related transactions, consummated after the Effective Date, by which any Credit Party, directly or indirectly, by means of a take-over bid, tender offer, amalgamation, merger, purchase of assets or otherwise (a) acquires any business or all or substantially all of the assets of any Person engaged in any business, (b) acquires control of securities of a Person engaged in a business representing more than 50% of the ordinary voting power for the election of directors or other governing position if the business affairs of such Person are managed by a board of directors or other governing body, (c) acquires control of more than 50% of the ownership interest in any Person engaged in any business that is not managed by a board of directors or other governing body, or (d) otherwise acquires Control of a Person engaged in a business.

"Action Request" means any request received by any Credit Party or any of its Subsidiaries from any Governmental Authority under any Environmental Law whereby such Governmental Authority requests that it take action or steps or do acts or things in respect of any property or assets in the charge, management or control of such Credit Party to remediate a matter which is not or is alleged not to be in compliance with all Environmental Laws.

“Additional Compensation” has the meaning set out in Section ~~2.11~~2.12(b).

“Administrative Questionnaire” means an administrative questionnaire in a form supplied by the Agent.

“Affiliate” means, (a) any Person which, directly or indirectly, Controls, is Controlled by or is under common Control with any other Person; (b) any Person which beneficially owns or holds, directly or indirectly, 50% or more of any class of voting stock or equity interest (including partnership interests) of any other Person; (c) any Person, 50% or more of any class of the voting stock (or if such Person is not a corporation, 50% or more of the equity interest, including partnership interests) of which is beneficially owned or held, directly or indirectly, by any other Person; or (d) any Person related within the meaning of the ITA to any such Person and includes any “Affiliate” within the meaning specified in the *Canada Business Corporations Act* on the date hereof.

“Agent” means Canadian Imperial Bank of Commerce, in its capacity as administrative agent for the Lenders hereunder, or any successor Agent appointed pursuant to Section 8.9.

“Agreement” means this credit agreement and the schedules and exhibits hereto and any amendments, restatements, supplements or other modifications to this credit agreement or the schedules or exhibits made at any time and from time to time.

“Applicable Law” means all federal, provincial, municipal, foreign and international statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, including general principles of common and civil law and equity, and all policies, practices and guidelines of any Governmental Authority binding on or affecting the Person referred to in the context in which such word is used (including, in the case of tax matters, any accepted practice or application or official interpretation of any relevant taxation authority).

“Applicable Margin” means, with respect to any Loan, the applicable rate per annum, expressed as a percentage, set forth in the relevant column of the table below:

	Canadian Prime Loan or Base Rate Loan Applicable Margin
Revolving Credit	0.50 <u>0.75</u> %
Term Credit	2.00%
<u>BCAP Credit</u>	<u>1.25%</u>

“Applicable Percentage” means with respect to any Lender, the percentage of the total Commitments (to make Revolving Loans ~~or~~, Term Loans or BCAP Loans, as applicable) represented by such Lender’s Commitment (to make Revolving Loans ~~or~~, Term Loans or BCAP Loans, as applicable). If any Commitments have terminated or expired, the Applicable Percentages in respect of the terminated or expired Commitments shall be determined based upon the relevant Commitments most recently in effect (*i.e.*, prior to their termination or expiry), giving effect to any assignments.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.4), and accepted by the Agent, in the form of Exhibit E or any other form approved by the Agent.

“Authorization” means, with respect to any Person, any authorization, order, permit, approval, grant, licence, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, by-law, rule or regulation of any Governmental Authority having jurisdiction over such Person, whether or not having the force of ~~Law~~law.

“Availability Reserves” means, as of any date of determination and without duplication, such amounts as the Agent may from time to time establish and revise in its Permitted Discretion reducing the Borrowing Base which would otherwise be available to the Borrower under the lending formulas provided for herein (a) to reflect criteria, events, conditions, contingencies or risks which, as determined by the Agent Permitted Discretion, do or may affect either (i) any component of the Borrowing Base or its value, (ii) the assets, business, operations, industry, financial performance, financial condition or prospects of the Credit Parties, or (iii) the security interests and other rights of the Agent in the Collateral (including the enforceability, perfection and priority thereof, or the realization thereon), or (b) to reflect the Agent’s reasonable and good faith belief that any collateral report or financial information furnished by or on behalf of the Borrower to the Agent is or may have been incomplete, inaccurate or misleading, or (c) in respect of any state of facts which the Agent acting reasonably and in good faith determines constitutes a Default or an Event of Default. Without limiting the foregoing, the Agent, Permitted Discretion, may establish and/or increase Availability Reserves (but without duplication) in respect of: (a) (i) rental payments or similar charges for any of the leased premises of any Credit Party or other collateral locations for which the relevant Credit Party has not delivered to the Agent a landlord’s waiver or bailee’s letter substantially in the form attached hereto as Exhibits C and D, respectively, provided however that the Agent shall impose no such reserves should there exist no Default or Event of Default and provided further that no such rent reserve shall exceed three months’ rent plus (ii) any other fees or charges owing by any Credit Party to any applicable warehousemen or third party processor (all as determined by the Agent in its reasonable and good faith business judgement), (b) any reserve established by the Agent on account of statutory claims, deemed trusts, or inventory subject to rights of suppliers under Section 81.1 of the BIA (generally known as the “30-day goods” rule) or similar rights of reclamation under Section 81.2 of the BIA, or under any other Applicable Law, (c) liabilities of any Credit Party under any Blocked Account Agreement, (d) employee or employee benefit related liabilities and any other claims which may have priority over the claims of the Agent and the Lenders, excluding Priority Payables, (e) liabilities arising under or in respect of any Pension Plan which, if not paid, could result in a Lien on any of the assets of any Credit Party which Lien could reasonably be expected to have priority over or rank *pari passu* with the Lien of the Agent, (f) claims by Her Majesty in Right of Canada made pursuant to Section 224(1.2) or 224(1.3) of the ITA, (g) claims pursuant to any provision of the *Canada Pension Plan* or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution (as defined in the *Canada Pension Plan*), or employee’s premium or employer’s premium (as defined in the *Employment Insurance Act* (Canada)), or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts in each case, which claims could reasonably be expected to have priority over or rank *pari passu* with the Lien of the Agent, (h) claims pursuant to any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA or is of the same nature as a contribution under the *Canada Pension Plan* if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a “provincial pension plan” as defined in that subsection which claims could reasonably be expected to have priority over or rank

pari passu with the Lien of the Agent, (i) Cash Management Reserves, (j) Bank Product Reserves, (k) royalties payable to Persons who are not Credit Parties in respect of licensed merchandise forming part of the Collateral, and (m) and such other reserves as the Agent may at any time or times deem necessary in its Permitted Discretion as a result of (x) negative forecasts and/or trends in the Borrower's business, operations, industry, prospects, profits, operations or financial condition or assets or (y) other issues, circumstances or facts that could otherwise negatively impact the Borrower, its business, operations, industry, prospects, profits, operations or financial condition or assets.

"Average Excess Availability" means, for any period, an amount equal to (a) the aggregate sum of Excess Availability at the end of each day occurring during such period, divided by (b) the number of days in such period.

"Bank Product Reserves" means such reserves as the Agent may from time to time determine in its Permitted Discretion as being appropriate to reflect the liabilities and obligations of the Credit Parties with respect to Bank Products then provided or outstanding; provided that in the event that any counterparty to a Swap Transaction requires that the Credit Parties provide cash collateral to secure such Swap Transaction, the amount of the Bank Product Reserve imposed by the Agent with respect to such Swap Transaction shall take into consideration the amount of such cash collateral.

"Bank Products" means any services or facilities provided to any Credit Party by any Lender or any of its Affiliates on account of (a) each Swap Transaction that is entered into after the Effective Date with any counterparty that is a Credit Party at the time such Swap Transaction is entered into, (b) leasing (but only to the extent that the Borrower and the Credit Party furnishing such lease notify the Agent in writing that such leases are to be deemed Bank Products hereunder), and (c) factoring arrangements, but excluding Cash Management Services.

"Base Rate" means, on any day, the annual rate of interest equal to the greater of (i) the annual rate of interest announced from time to time by CIBC and in effect as its base rate at its principal office in Toronto, Ontario on such day for determining interest rates on U.S. Dollar-denominated commercial loans made in Canada, and (ii) the Federal Funds Effective Rate plus 1.00%. The Base Rate is a rate set by CIBC based upon various factors including CIBC's cost and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans; however, CIBC may price loans at, above or below such announced rate.

"Base Rate Borrowing" means a Borrowing comprised of one or more Base Rate Loans.

"Base Rate Loan" means a Loan denominated in U.S. Dollars made by the Lenders to the Borrower hereunder pursuant to a drawdown, rollover or conversion of a Loan on which interest is payable upon the Base Rate.

"BCAP Commitment" has the meaning set out in Section 2.1(c).

"BCAP Credit" means the \$6,250,000 revolving credit facility made available by the Lenders to the Borrower.

"BCAP Effective Date" means the date on which the Agent has confirmed, in its sole discretion and upon terms satisfactory to the Agent, that all conditions for the EDC BCAP in respect of the Borrower have been satisfied, including, without limitation, (i) the Agent and the Lenders shall have received the EDC Guarantee Documents, and (ii) the Agent shall have received from EDC a "Confirmation of Successful Application" email or other written notification confirming that the

Borrower is eligible for coverage under the EDC BCAP, sent by EDC to the Borrower and to the Agent in response to the EDC Guarantee application submitted by the Borrower.

“BCAP Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s BCAP Loans.

“BCAP Guarantee Extension” has the meaning set out in Section 2.11(i).

“BCAP Loan” has the meaning set out in Section 2.1(c).

“BIA” means the *Bankruptcy and Insolvency Act* (Canada), as amended from time to time (or any successor statute).

“Blocked Account Agreement” has the meaning set out in Section 2.17(c).

“Blocked Accounts” has the meaning set out in Section 2.17(c).

“Borrower” means Mastermind LP, an Ontario limited partnership.

“Borrowing” means any availing of the Credit, which includes a Loan and the issuance of a Letter of Credit in accordance with Section 2.18, and a Borrowing includes a rollover or conversion of any outstanding Loan and the provision of any Loan as required for the Agent to honour any obligations pursuant to any Letter of Credit or F/X Contract.

“Borrowing Base” means, at any time, an amount (which may not be less than zero) equal to the sum of:

- (i) up to:
 - (A) 100% during the Seasonal Bulge, and
 - (B) up to 90% at all other times,of the aggregate amount of all Eligible Accounts,
- (ii) plus, up to:
 - (A) 100% during the Seasonal Bulge, and
 - (B) up to 90% at all other times,of the appraised net orderly liquidation value of all Eligible Inventory,
- (iii) minus, an amount equal to all Priority Payables,
- (iv) minus, an amount equal to all other Availability Reserves.

provided that the amount included in the Borrowing Base on account of Eligible In-Transit Inventory shall not exceed \$2,000,000.

“Borrowing Base Report” means the report of the Borrower concerning the amount of the Borrowing Base, to be delivered pursuant to Section 5.1, substantially in the form attached as Exhibit A.

“Borrowing Base Reporting Materials” has the meaning set out in Section 5.1(f)

“Borrowing Base Reporting Reversion Trigger” has the meaning set out in Section 5.1(h).

“Borrowing Request” means a request by the Borrower for a Borrowing substantially in the form of Exhibit B.

“Business Day” means any day that is not (i) a Saturday, Sunday or other day on which commercial banks in Toronto, Ontario are authorized or required by Applicable Law to remain closed, and (ii) in the case of any U.S. Dollar-denominated Borrowing, any other day on which commercial banks in New York, New York are authorized or required by Applicable Law to remain closed.

“Canadian \$ Equivalent” means, on any day, the amount of Canadian Dollars that the Agent could purchase, in accordance with its normal practice, with a specified amount of another currency based on the spot rate at which Canadian Dollars are offered at the start of such day by CIBC in Toronto, Ontario.

“Canadian Dollars”, **“Cdn.\$”** and **“\$”** refer to lawful money of Canada.

“Canadian Prime Borrowing” means a Borrowing comprised of one or more Canadian Prime Loans.

“Canadian Prime Loan” means a Loan denominated in Canadian Dollars made by the Lenders to the Borrower hereunder pursuant to a drawdown, rollover or conversion of a Loan which bears interest at a rate based upon the Canadian Prime Rate.

“Canadian Prime Rate” means, the rate of interest equal to the greater of (i) the annual rate of interest publicly announced from time to time by CIBC as its reference rate of interest for loans made in Canadian Dollars to Canadian customers and designated as its “prime” rate, and (ii) the 30-day CDOR Rate plus 1.00%. The Canadian Prime Rate is a rate set by CIBC based upon various factors including CIBC’s costs and desired return, general economic conditions and other factors and is used as a reference point for pricing some loans. However, CIBC may price loans at, above or below such announced rate.

“Capital Expenditures” means, in respect of any Person, expenditures made by such Person for the purchase, lease or acquisition of assets (other than current assets) required to be capitalized for financial reporting purposes in accordance with GAAP.

“Capital Lease” means any lease of Property that, in accordance with GAAP, is required to be capitalized on the consolidated balance sheet of the Credit Parties.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as Capital Leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Cash Management Obligations” means obligations of any Credit Party to the Agent or a Lender in respect of any Cash Management Services.

“Cash Management Provider” means any Lender in its capacity as a provider of Cash Management Services. For the avoidance of doubt, a Person that ceases to be a Lender shall cease to be a Cash Management Provider.

“Cash Management Reserves” means such reserves as the Agent, from time to time, determines in its Permitted Discretion as being appropriate to reflect the reasonably anticipated liabilities and obligations of the Credit Parties with respect to Cash Management Services then provided or outstanding.

“Cash Management Services” means any one or more of the following types of services or facilities provided to any Credit Party by a Lender or any of its Affiliates: (a) cash management services, including controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, (b) credit card processing services, (c) credit or debit cards, and (d) purchase cards (but only to the extent that, prior to the occurrence and continuance of any Default or Event of Default, the Borrower and the Credit Party issuing such purchase cards notify the Agent in writing that such purchase cards are to be deemed Cash Management Services hereunder).

“CDOR Rate” means, on any day and for any period, an annual rate of interest equal to the average rate applicable to Canadian Dollar bankers’ acceptances for the applicable period appearing on the “Reuters Screen CDOR Page” (as defined in the International Swaps and Derivatives Association, Inc. 2000 definitions, as modified and amended from time to time), rounded to the nearest 1/100th of 1% (with .005% being rounded up), at approximately 10:00 a.m., Toronto time, on such day, or if such day is not a Business Day, then on the immediately preceding Business Day, provided that if such rate does not appear on the Reuters Screen CDOR Page on such day as contemplated, then the CDOR Rate on such day shall be calculated as the rate for such period applicable to Canadian Dollar bankers’ acceptances quoted by CIBC as of 10:00 a.m., Toronto time, on such day or, if such day is not a Business Day, then on the immediately preceding Business Day.

“Change in Control” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group of Persons acting jointly or otherwise in concert, other than funds managed by Birch Hill Equity Partners Management Ltd., of Equity Securities representing more than 50.1% of the aggregate ordinary voting power represented by the issued and outstanding Equity Securities of the Borrower; (b) the occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the board of directors of the Borrower, (ii) appointed by directors so nominated nor, (iii) approved by the funds managed by Birch Hill Equity Partners Management Ltd. or (c) the acquisition of direct or indirect Control of the Borrower by any Person or group of Persons acting jointly or otherwise in concert.

“Change in Law” means (i) the adoption of any new Applicable Law after the date of this Agreement, (ii) any change in any existing Applicable Law or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement, or (iii) compliance by any Lender or the Issuing Bank (or, for purposes of Section 2.12(b), by any lending office of such Lender or Issuing Bank or by such Lender’s or such Issuing Bank’s holding company, if any) with any request, guideline or directive (whether or not having the force of law, but in the case of a request, guideline or directive not having the force of law, being a request, guideline or directive with which persons customarily comply) of any Governmental Authority made or issued after the date of this Agreement in each case to the extent binding on the applicable Lender or Issuing Bank.

“CIBC” means Canadian Imperial Bank of Commerce and its successors.

“Collateral” means the property described in and subject to the Liens, privileges, priorities and security interests purported to be created by any Security Document.

“Collateral Management Fee” means a fee in the amount of \$1,000.

“Commitment” means, with respect to each Lender, the commitment(s) of such Lender to make Loans hereunder as such commitment may be reduced from time to time pursuant to Sections 2.6 and/or 2.9, and as such commitments may be reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.4. The ~~initial~~ amount(s) of each Lender's Commitment(s) are set forth on Schedule A, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment(s), as applicable. The ~~initial~~ aggregate amount of the Commitments ~~is Cdn.\$18,000,000~~ as of the Eighth Amendment Effective Date is Cdn.\$39,250,000. For greater certainty, no further Borrowings will be made under the Term Credit as of the Eighth Amendment Effective Date.

“Consolidated Net Income” means, for any period, the net income on a consolidated basis of the Borrower; provided, however, that Consolidated Net Income shall not include or take into account:

- (i) any gain (or loss) realized upon the sale or other disposition of any assets of the Borrower or any Subsidiary (including pursuant to any sale-and-leaseback arrangement) which is not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any capital stock of any Person;
- (ii) extraordinary or nonrecurring gains;
- (iii) extraordinary or nonrecurring losses excluded with the prior written consent of the Agent; and
- (iv) the effect of a change in GAAP.

“Control” means, in respect of a particular Person, 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 ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have meanings correlative thereto.

“Cover” means, at any time, an amount equal to 103% of the aggregate amount of Letter of Credit Exposure and F/X Exposure at such time and required to be paid by the Borrower to the Agent in accordance with Section 2.9 and retained by the Agent in a collateral account maintained by the Agent at its Payment Office and collaterally assigned to the Agent as security until such time as the Borrower is no longer required to pay Cover under Section 2.9 (in which case Agent shall pay to the Borrower or apply to the Obligations the amount of any Cover in excess of the amount required under Section 2.9) the applicable Letters of Credit or F/X Contracts shall have expired or matured and Reimbursement Obligations, if any, with respect thereto shall have been fully satisfied; provided that if any such Reimbursement Obligations are not satisfied when due hereunder, the Agent may apply any or all amounts in such collateral account in satisfaction of any or all such Reimbursement Obligations.

“Credit” means (i) the Revolving Credit, being ~~(i)~~ a Cdn.\$~~35,000,000~~30,000,000 revolving credit facility, and (ii) the Term Credit, being the Cdn.\$3,000,000 delayed draw term facility, and (iii) the BCAP Credit, being a Cdn.\$6,250,000 revolving credit facility, established pursuant to the

Commitments of the Lenders. For greater certainty, no further Borrowings will be made under the Term Credit as of the Eighth Amendment Effective Date.

“Credit Card Account Receivable” means each Account (as defined in the PPSA) together with all income, payments and proceeds thereof, owed by a credit card or debit card payment processor or an issuer of credit cards to a Credit Party resulting from charges by a customer of a Credit Party on credit cards or debit cards issued by such issuer in connection with the sale of goods by a Credit Party, in each case in the ordinary course of its business.

“Credit Party” means the Borrower, each Guarantor and any other Person which is a party to a Loan Document (other than the Agent and the Lenders).

“Default” means any event or condition which constitutes an Event of Default or which, upon notice, lapse of time or both, would, unless cured or waived, become an Event of Default.

“Defaulting Lender” means any Lender (as reasonably determined by the Agent) that (a) has failed to fund any portion of the Loans, participations in Letters of Credit required to be funded by it hereunder within two Business Days of the date required to be funded by it hereunder, or has notified the Agent that it intends not to fund any of the foregoing, unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, (c) has failed, within three (3) Business Days after written request by the Agent, to confirm that it will comply with the terms of this Agreement relating to its Commitments, provided that such Lender shall cease to be a Defaulting Lender under this clause (c) upon the Agent’s receipt of such confirmation, (d) has defaulted under its funding obligations under any other lending commitment with any other Person (other than as a result of a good faith dispute thereunder), or (e) has been declared insolvent by any Governmental Authority pursuant to a court order or become the subject of a bankruptcy or insolvency proceeding, and such proceeding is not dismissed or stayed within 30 days after the commencement thereof.

“Deteriorating Lender” means any Defaulting Lender or any Lender as to which (a) the Agent has a reasonable and good faith belief that such Lender or its Subsidiary has defaulted in fulfilling its obligations under one or more other syndicated credit facilities, or (b) such Lender or a Person that controls such Lender has been declared insolvent by any Governmental Authority pursuant to a court order or become the subject of a bankruptcy, insolvency or similar proceeding; provided that a Lender shall not be a Deteriorating Lender solely by virtue of the ownership or acquisition by a Governmental Authority of any Equity Securities in such Lender or the Person controlling such Lender.

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in Schedule 3.19.

“EBITDA” means, for the Borrower on a consolidated basis and for any period, without duplication, an amount equal to the Consolidated Net Income for such period less:

- (i) any non-cash income included in Consolidated Net Income and consolidated unrealized foreign exchange gains,
- (A) plus to the extent deducted from Consolidated Net Income,

- i. Interest Expense, depreciation, depletion and impairment, amortization expense and income tax expenses,
- ii. consolidated unrealized foreign exchange losses,
- iii. any management fees (and taxes thereon) paid to Birch Hill Equity Partners Management Ltd. to the extent permitted to be paid pursuant to the provisions of the Agreement,
- iv. any one-time integration expenses relating to store pre-opening costs, ~~and~~

v. any:

- 1. reasonable transaction fees and expenses (including the reasonable fees of professional advisors and the Revolving Commitment Extension Fee) incurred in connection with the Eighth Amendment Agreement and the transactions described therein, as approved by the Agent, acting reasonably;
- 2. one-time restructuring costs (including employee severance costs) and costs related to store closings or resizings, as approved by the Agent, acting reasonably; and
- 3. COVID-19 related expenses approved by the Agent, acting reasonably.

~~v. —the amount of projected annual “run-rate” contributions in respect of new stores opened over the last 12-month period, projected by the Borrower in good faith and certified by a Responsible Officer of the Borrower in writing provided that the aggregate amount of all contributions added back to EBITDA during any measurement period shall not exceed 15% of EBITDA for such measurement period calculated after the add back or adjustment for any such item.~~ provided that the aggregate of paragraphs 1, 2 and 3 above shall not exceed the following amounts, on a monthly basis, during the following periods:

<u>Period</u>	<u>Maximum Add-Back for Each Month in the Period</u>
<u>April 2020 – June 2020</u>	<u>\$400,000</u>
<u>July 2020 – September 2020</u>	<u>\$850,000</u>
<u>October 2020 – May 2021</u>	<u>\$940,000</u>
<u>June 2021 – July 2021</u>	<u>\$490,000</u>

For greater certainty, EBITDA for any period shall be determined after the payment of all management and employee bonuses and non-arm's length consulting fees for such period.

"EDC" means Export Development Corporation (Canada) and its successors and assigns.

"EDC BCAP" means the EDC Business Credit Availability Program.

"EDC Guarantee" means a Guarantee from EDC guaranteeing the repayment of 80% of the principal amount of the BCAP Credit in favour of the Agent.

"EDC Guarantee Documents" means the EDC Guarantee and all documents, agreements and instruments related thereto as the Agent and the Lenders may reasonably request and each on terms and conditions and in form and substance satisfactory to the Agent and the Lenders in their discretion.

"EDC Guarantee Fee" has the meaning set out in Section 2.11(i).

"Effective Date" means the date on which all of the conditions specified in Section 4.1 are satisfied or waived in accordance with Section 9.2, as confirmed by the making of the first Loans under this Agreement.

"Eighth Amendment Agreement" means the Eighth Amending Agreement and Consent dated as of the Eighth Amendment Effective Date among the parties hereto.

"Eighth Amendment Effective Date" means June 11, 2020.

"Eligible Accounts" means Eligible Credit Card Accounts Receivable.

"Eligible Credit Card Accounts Receivable" means at the time of any determination thereof, each Credit Card Account Receivable that satisfies the following criteria at the time of its creation and continues to meet the same at the time of such determination: such Credit Card Account Receivable (i) has been earned and represents the bona fide amounts due to a Credit Party from a credit or debit card payment processor and/or credit card issuer, and in each case originated in the ordinary course of business of the applicable Credit Party and (ii) is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (1) through (10), inclusive, below. Without limiting the foregoing, to qualify as an Eligible Credit Card Account Receivable, an Eligible Credit Card Account Receivable shall indicate no person other than a Credit Party as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges, credit or debit card processor fees or other allowances (including any amount that the applicable Credit Party may be obligated to rebate to a customer, a credit or debit card payment processor, or credit card issuer pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Eligible Credit Card Account Receivable but not yet applied by the applicable Credit Party to reduce the amount of such Credit Card Account Receivable. Unless otherwise approved from time to time in writing by the Agent in its Permitted Discretion, no Credit Card Account Receivable shall be an Eligible Credit Card Account Receivable if, without duplication:

(1) such Credit Card Account Receivable is not owned by a Credit Party and such Credit Party does not have good or marketable title to such Credit Card Account Receivable;

(2) such Credit Card Account Receivable does not constitute an "Account" (as defined in the PPSA) or such Credit Card Account Receivable has been outstanding for more than five (5) Business Days;

(3) the issuer or payment processor of the applicable credit or debit card with respect to such Credit Card Account Receivable is the subject of any bankruptcy or insolvency proceedings, or has otherwise suspended its business or made an assignment for the benefit of its creditors;

(4) such Credit Card Account Receivable is not the valid, legally enforceable obligation of the applicable issuer with respect thereto;

(5) such Credit Card Account Receivable is subject to any Lien whatsoever other than Liens in favor of the Agent and Permitted Liens;

(6) such Credit Card Account Receivable is not subject to a valid and perfected Lien in favor of the Agent, for the benefit of the Credit Parties, senior in priority to all other Liens other than Permitted Liens which have priority over the Liens of the Agent by operation of applicable law;

(7) the Credit Card Account Receivable does not conform to all representations, warranties, covenants or other provisions in the Loan Documents relating to Credit Card Accounts Receivable;

(8) such Credit Card Account Receivable is subject to risk of set-off, non-collection or not being processed due to unpaid and/or accrued credit card processor fee balances, limited to the lesser of the balance of Credit Card Account Receivable or unpaid credit or debit card processor fees;

(9) such Credit Card Account Receivable does not meet such other reasonable eligibility criteria for Credit Card Accounts Receivable as the Agent may determine from time to time in its Permitted Discretion; or

(10) such Credit Card Account Receivable did not arise from merchandise sold or services rendered by the applicable Credit Party in the ordinary course of its business.

"Eligible In-Transit Inventory" means all finished goods Inventory owned by a Credit Party and not covered by Letters of Credit, and which Inventory is in transit to the applicable Credit Party's facilities (including retail stores and distribution centres) or a storage facility of another Person who has delivered a satisfactory warehouse agreement to the Agent and which Inventory (a) is owned by the applicable Credit Party, (b) which has been shipped from suppliers or vendors to the Borrower's stores or distribution centres for receipt by the Borrower or on behalf of the Borrower within 60 days of the date of determination, but which has not yet been delivered to the Borrower, (c) is fully insured, (d) is subject to a first priority security interest in and Lien upon such goods in favour of Agent at the point of destination, and is subject to no other Liens except for any possessory lien upon such goods in the possession of a freight carrier or shipping company securing only the freight charges for the transportation of such goods to the applicable Credit Party and Permitted Liens, (e) is evidenced or deliverable pursuant to a document of title, designating applicable Credit Party as consignee and in each case as to which a customs broker agreement or other similar agreement, reasonably satisfactory to the Agent, is in effect and the documents of title have been delivered to such customs broker, and (f) is otherwise deemed to be "Eligible Inventory" hereunder.

"Eligible Inventory" means, at any time with respect to a Credit Party, all Inventory of such Credit Party valued in Canadian Dollars on a lower of Standard Cost or market basis in accordance with GAAP, with detailed calculations of lower of cost or market to occur on at least a monthly basis,

which meets such standards of eligibility as the Agent shall establish from time to time in its reasonable discretion; provided that, in any event, no Inventory shall be deemed Eligible Inventory unless each of the following statements is accurate and complete (and by including such Inventory in any computation of the applicable Borrowing Base, the Borrower shall be deemed to represent and warrant to the Agent, each Issuing Bank and the Lenders the accuracy and completeness of such statements and the compliance of such Inventory with each such other eligibility standard established by the Agent):

(1) Such Inventory is in good condition, merchantable, meets all standards imposed by any Governmental Authority having regulatory authority over it or its use and/or sale and is not obsolete and is either currently usable or currently saleable in the normal course of business of a Credit Party;

(2) Such Inventory is:

(a) in the possession of such Credit Party and located on premises (i) owned by the Borrower, which premises are subject to a first priority perfected Lien in favour of the Agent, or (ii) leased by the Borrower;

(b) in the possession of a bailee within Canada and such bailee shall have executed and delivered to the Agent, an Acceptable Bailee Letter, or the Agent shall have been advised that such Inventory is in the possession of a bailee and been given the opportunity to establish Availability Reserves in respect thereof; and provided further that no such Availability Reserve shall exceed three months of fees or rent payable to such bailee; or

(c) Eligible In-Transit Inventory; or

(d) L/C Inventory;

(3) Each of the representations and warranties set forth in the Loan Documents with respect to such Inventory is true and correct on such date;

(4) The Agent on behalf of the Lenders, has a first-priority perfected Lien covering such Inventory, and such Inventory is, and at all times will be, free and clear of all Liens other than Permitted Liens;

(5) Such Inventory does not include goods (i) that are not owned by such Credit Party, (ii) that are held by such Credit Party pursuant to a consignment agreement, or (iii) that are special order goods or discontinued goods;

(6) Such Inventory is not subject to repossession under the BIA except to the extent the applicable vendor has entered into an agreement with the Agent, in form and substance reasonably satisfactory to the Agent, waiving its right to repossession;

(7) Such Inventory does not consist of store room materials, supplies, parts, samples, prototypes, or packing and shipping materials;

(8) Such Inventory does not consist of goods that are discontinued, obsolete, expired, slow-moving or returned, rejected or repossessed or used goods taken in trade;

(9) Such Inventory is not evidenced by negotiable documents of title unless delivered to the Agent with endorsements and insurance, as applicable, on all terms and conditions satisfactory to the Agent;

(10) Such Inventory does not constitute Hazardous Materials;

(11) Such Inventory is covered by property insurance in accordance with Section 5.9, subject to applicable deductibles;

(12) Such Inventory is located on real or immovable property where there is Inventory of such Credit Party in the aggregate amount of at least Cdn.\$50,000;

(13) Such Inventory is not Inventory which the Agent has determined in the exercise of its reasonable discretion that the Agent may not sell or otherwise dispose of in accordance with the terms of the applicable Security Documents without infringing upon the rights of another Person or violating any contract with any other Person; and(or otherwise in form and substance satisfactory to the Agent);

(14) Such Inventory is not covered by a negotiable document of title (unless it otherwise constitutes Eligible In-Transit Inventory), unless such document has been delivered to Agent with all necessary endorsements, free and clear of all Liens except those in favour of Agent on behalf of the Lenders;

(15) Such Inventory is located in Canada or the United States of America;

(16) Such Inventory is not Inventory which the Agent, in the exercise of its reasonable and good faith credit discretion, determines to be not acceptable for any other reasons, including those which are customary either in the commercial lending industry or in the lending practices of the Agent.

"Employee Holdco" means any corporation owned by any current or former officer, director or employee of the Borrower, any family member of such officer, director or employee and/or any trust settled by or for the benefit of any such person.

"Employee Shareholder Investments" means Investments made by the Borrower in the preferred shares of any Employee Holdco and made to facilitate the purchase of Equity Securities of the Borrower.

"Environmental Laws" means all Applicable Laws relating in any way to the environment, preservation or reclamation of natural resources, the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling, release, threatened release or disposal of any Hazardous Material, or to health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Credit Party directly or indirectly resulting from or based upon (a) violation of any Environmental Laws, (b) the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment, or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Securities” means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Person’s capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, debt securities, options or other rights exchangeable for or convertible into any of the foregoing.

“ETA” means Part IX of the *Excise Tax Act* (Canada) as amended from time to time (or any successor statute).

“Event of Default” has the meaning set out in Section 7.1.

“Excess Availability” means, as of any date, the remainder of (a) the Borrowing Base as of such date, less (b) the aggregate Exposure as of such date. Excess Availability shall always be determined on the basis that all debts and obligations shall be current, and all accounts payable shall be handled in the normal course of the Borrower’s business consistent with its past practices.

“Excluded Swap Obligation” means, with respect to any Guarantor, any Swap Obligation if, and solely to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the *Commodity Exchange Act* or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the *Commodity Exchange Act* and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

“Excluded Taxes” means, with respect to the Agent, any Lender or any other recipient (in this definition, (a “recipient”)) of any payment to be made by or on account of any obligation of the Borrower hereunder, income or franchise Taxes imposed on (or measured by) such recipient’s taxable income or capital Taxes imposed on (or measured by) such recipient’s taxable capital, in each case by Canada, or by the jurisdiction under the Applicable Laws of which such recipient is organized or in which its principal office or applicable lending office is located, and Taxes imposed on a Person not resident in Canada that: (i) does not deal at arm’s length with the Borrower; (ii) is entitled to receive a payment in respect of any portion of the Loan owing to a Person that does not deal at arm’s length with the Borrower; (iii) is, or does not deal at arm’s length with, a “specified shareholder” or a “specified beneficiary” of any direct or indirect partner of the Borrower; or (iv) are in respect of services performed in Canada.

“Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender’s Revolving Loans and, without duplication, its Letter of Credit Exposure and F/X Exposure at such time.

“Federal Funds Effective Rate” means, for any day, the per annum rate equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System of the United States of America 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 Board of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it.

"Fifth Amendment Effective Date" means ~~the date on which the conditions set out in the Fifth Amending Agreement are satisfied or waived.~~ July 25, 2017.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of the Borrower.

"Fiscal Year" means any fiscal year of the Borrower.

~~**"Fixed Charge Coverage Ratio"** means, as of the last day of any calendar month, the ratio of (a) without duplication, EBITDA for the Rolling Period ended on that date minus the sum of (i) Capital Expenditures which are not financed Capital Expenditures (net of cash tenant inducements or allowances) made by the Borrower during such Rolling Period plus (ii) income taxes paid in cash or cash equivalents by the Borrower during such Rolling Period plus (iii) Restricted Payments made in accordance with Section 6.6 (c) and (d) to (b) the sum of (i) Interest Expense for such Rolling Period plus (ii) the aggregate of all cash dividends, cash distributions to unitholders of the Borrower (excluding management fees paid to Birch Hill Equity Partners Management Ltd.) and mandatory principal payments on Indebtedness made by the Borrower during such Rolling Period. For the purposes of calculating the Fixed Charge Coverage ratio, the Borrower may consider up to an aggregate of \$5,000,000 in Capital Expenditures (provided that such amount shall not exceed \$5,000,000 in the aggregate over the term of this Agreement) plus any Capital Expenditures funded through the issuance of Equity Securities by the Borrower as financed Capital Expenditures for a Rolling Period.~~

"F/X Bank" means Canadian Imperial Bank of Commerce.

"F/X Contract" means a currency exchange transaction or agreement or any option with respect to any such transaction now existing or hereafter entered into between the Borrower and the F/X Bank in accordance with Section 2.19.

"F/X Contract Sub-Line" means the amount of the commitment by the Agent and the Lenders hereunder, in an aggregate amount of up to but not exceeding ~~USU.S.~~ \$500,000 (or the Canadian\$ Equivalent thereof) to assist the Borrower in obtaining F/X Contracts from the F/X Bank pursuant to Section 2.19.

"F/X Exposure" means, at any time, and subject to the F/X Contract Sub-Line, the sum of (without duplication): (a) the amount determined by the Agent (acting reasonably with consideration given to any determinations provided to the Agent by the F/X Bank) to be the credit risk associated with all outstanding F/X Contracts, plus (b) the aggregate amount of all Reimbursement Obligations in respect of all F/X Contracts at such time. The F/X Exposure of all Lenders shall not exceed the F/X Contract Sub-Line. Any F/X Exposure denominated in any currency other than Canadian Dollars shall be the ~~Cdn.~~ Canadian \$ Equivalent thereof.

"GAAP" means at any particular time with respect to any Credit Party, generally accepted accounting principles as in effect at such time in Canada, consistently applied; provided, however, that, if employment of more than one principle shall be permissible at such time in respect of a particular accounting matter, "GAAP" shall refer to the principle which is then employed by the applicable Credit Party with the concurrence of its independent public or chartered accountants, who are acceptable to the Agent provided further that, for the purposes of determining compliance with the financial covenants herein, "GAAP" means GAAP as at the date hereof.

"Governmental Authority" means the Government of Canada, any other nation or any political subdivision thereof, whether provincial, state, territorial, principal or local, and any agency, authority, instrumentality, regulatory body, court, central bank, fiscal or monetary authority or other

authority regulating financial institutions, and any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to any such government, including the Bank Committee on Banking Regulation and Supervisory Practices of the Bank of International Settlements.

“GST” means the goods and services tax and all other amounts payable under the ETA or any similar legislation in any other jurisdiction of Canada, including QST and HST.

“Guarantee” of or by any Person (in this definition, the **“guarantor”**) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (in this definition, the **“primary credit party”**) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise), (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital solvency, or any other balance sheet, income statement or other financial statement condition or liquidity of the primary credit party so as to enable the primary credit party to pay such Indebtedness or other obligation, (d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Indebtedness or other obligation, or (e) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness or to assure the holder of such Indebtedness against loss.

“Guarantor” means each Person which has executed and delivered to the Agent, for the benefit of the Lenders, a guarantee in a form that is satisfactory to the Agent.

“Hazardous Materials” means any substance, product, liquid, waste, pollutant, chemical, contaminant, insecticide, pesticide, gaseous or solid matter, organic or inorganic matter, fuel, micro-organism, ray, odour, radiation, energy, vector, plasma, constituent or material which (a) is or becomes listed, regulated or addressed under any Environmental Laws, or (b) is, or is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Laws, including, asbestos or asbestos-containing materials, petroleum, including petroleum or petroleum distillates, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Laws.

“Hostile Take-Over Bid” shall mean a Take-Over Bid by a Credit Party or in which a Credit Party is involved, in respect of which the board of directors (or persons performing similar functions) of the Person whose securities are subject to such Take-Over Bid has recommended rejection of such Take-Over Bid.

“HST” means all amounts payable as harmonised sales tax in the Provinces of Ontario, Nova Scotia, Newfoundland and New Brunswick under the ETA.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all

Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (k) the net amount of obligations of such Person (determined on a mark-to-market basis) on account of foreign exchange transactions or interest rate swap transactions, and (l) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value (other than for other Equity Securities) any Equity Securities of such Person, valued, in the case of redeemable Equity Securities, at the greater of voluntary or involuntary liquidation preference, plus accrued and unpaid dividends. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general or limited partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. For greater certainty, Indebtedness does not include accounts payable incurred in the ordinary course of business.

"Indemnified Taxes" means all Taxes other than Excluded Taxes.

"Indemnitee" has the meaning set out in Section 9.3(b).

"Interest Expense" shall mean, for any period, the total interest expense of the Borrower on a consolidated basis, plus, to the extent not included in such total interest expense, and to the extent incurred by the Borrower and its Subsidiaries, (i) interest expense attributable to Capital Lease Obligations, (ii) amortization of debt discount or financing fees, (iii) capitalized interest, (iv) non-cash interest expense, (v) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing, (vi) net costs associated with Swap Transactions (including amortization of fees), (vii) standby fees, (viii) preferred stock dividends in respect of all preferred stock issued by the Borrower and held by Persons other than the Borrower, and (ix) interest actually paid by the Borrower on any Indebtedness of any other Person.

"Interest Payment Date" means the first Business Day of each month.

"Inventory" means, in respect of each Credit Party, all of such Credit Party's present and hereafter acquired inventory (as defined in the PPSA) and including all raw materials, merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same in all stages of production from raw materials through work in process to finished goods, and all "stores" inventory or "operating and maintenance supplies" inventory, and all proceeds of any thereof (of whatever sort).

"Investment" means, as applied to any Person (the **"investor"**), any direct or indirect purchase or other acquisition by the investor of, or a beneficial interest in, Equity Securities of any other Person, including any exchange of Equity Securities for Indebtedness, or any direct or indirect loan, advance (other than advances to employees for moving, entertainment or travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the investor to any other Person, including all Indebtedness and Accounts owing to the investor from such other Person that did not arise from sales or services rendered to such other Person in the ordinary course of the investor's business, or any direct or indirect purchase or other acquisition of bonds, notes, debentures or other debt securities of, any other Person. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with

respect to such Investment minus any amounts (a) realized upon the disposition of assets comprising an Investment (including the value of any liabilities assumed by any Person other than the Borrower or any Credit Party in connection with such disposition), (b) constituting repayments of Investments that are loans or advances or (c) constituting cash returns of principal or capital thereon (including any dividend, redemption or repurchase of equity that is accounted for, in accordance with GAAP, as a return of principal or capital).

“Issuing Bank” means CIBC, in its capacity as the bank issuing a Letter of Credit for the Borrower in accordance with Section 2.18.

“ITA” means the *Income Tax Act* (Canada) as amended from time to time (or any successor statute).

“L/C Inventory” means Eligible Inventory that is subject to a letter of credit in form and content satisfactory to the Agent;

“Lender” means any Lender having a Commitment hereunder and/or a Revolving Loan outstanding hereunder.

“Lender Affiliate” means, with respect to any Lender, an Affiliate of such Lender.

“Lenders” means the Persons listed as lenders on Schedule A (and includes their respective successors) and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term **“Lenders”** includes the Issuing Bank.

“Letter of Credit” means a letter of credit issued by the Issuing Bank for or on behalf of the Borrower in accordance with Section 2.18.

“Letter of Credit Exposure” means, at any time, 100% of the aggregate face amount of all outstanding undrawn (or drawn and not reimbursed (whether pursuant to a deemed drawdown hereunder or otherwise)) Letters of Credit at such time. The Letter of Credit Exposure of any Lender at any time shall be its Applicable Percentage of the total Letter of Credit Exposure at such time with the total of all such Letter of Credit Exposure of all Lenders not to exceed the Letter of Credit Sub-Line. Any Letter of Credit Exposure denominated in U.S. Dollars shall be the ~~Can~~Canadian \$ Equivalent thereof.

“Letter of Credit Fee” has the meaning set out in Section 2.11(c).

“Letter of Credit Sub-Line” means the amount of the commitment by the Agent and the Lenders hereunder, in an aggregate amount up to but not exceeding \$1,500,000, to assist the Borrower in obtaining Letters of Credit.

“Lien” means, (a) with respect to any asset, any mortgage, deed of trust, lien, pledge, hypothec, hypothecation, encumbrance, charge, security interest, royalty interest, trust, deemed trust, adverse claim, defect of title or right of set off in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset, (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities, (d) any netting arrangement, defeasance arrangement or reciprocal fee arrangement, and (e) any other arrangement having the effect of providing security.

“Loan” means any loan made by the Lenders to the Borrower pursuant to this Agreement.

“Loan Documents” means this Agreement, the Security Documents, [the EDC Guarantee Documents](#), the Blocked Account Agreement, the Borrowing Requests and the Borrowing Base Reports, and any other document, instrument or agreement (other than participation, agency or similar agreements among the Lenders or between any Lender and any other bank or creditor with respect to any indebtedness or obligations of any Credit Party hereunder or thereunder) now or hereafter entered into in connection with this Agreement (including any F/X Contracts), as such documents, instruments or agreements may be amended, modified or supplemented from time to time.

“Loan Facility Fee” means the fee equal to 0.35% of the Commitments (being \$63,000).

“Material Adverse Change” means any event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, operations, prospects or condition, financial or otherwise, of the Credit Parties taken as a whole, or (b) the validity or enforceability of any of the Loan Documents, the priority of the Liens created thereby or the rights and remedies of the Agent and the Lenders thereunder or (c) any Material Contract, or (d) the amount which the Lenders would be likely to receive (after giving effect to delays in payment and costs of enforcement) upon the liquidation of the Collateral.

“Material Contract” means (a) the contracts, licences and agreements listed and described on Schedule 3.18, and (b) any other contract, licence or agreement (i) to which any Credit Party is a party or bound, (ii) which is material to, or necessary in, the operation of the business of any Credit Party, and (iii) which a Credit Party cannot promptly replace by an alternative and comparable contract with comparable commercial terms.

“Material Indebtedness” means any Indebtedness (other than the Loans) of any one or more of the Credit Parties in an aggregate principal amount exceeding Cdn.\$250,000.

“Maturity Date” means ~~the third anniversary of the Fifth Amendment Effective Date (or, if such third anniversary is not a Business Day, the next Business Day thereafter)~~ [July 25, 2021](#).

“Monthly Borrowing Base Reporting Requirement” [has the meaning set out in Section 5.1\(f\)](#)

“Obligations” means, with respect to any Credit Party, all obligations, liabilities and Indebtedness of such Credit Party to the Agent, the Lenders or a Lender with respect to the principal of and interest on the Loans and the payment or performance of all other obligations, liabilities and Indebtedness of such Credit Party to the Agent, the Lenders or a Lender hereunder or arising under or pursuant to any one or more of the other Loan Documents or with respect to the Loans, including (i) all reimbursement and indemnity obligations of such Credit Party to the Agent, the Lenders or a Lender hereunder or in connection with any Letter of Credit or any F/X Contract, (ii) all interest (including all interest that accrues after the commencement of any case or proceeding by or against a Credit Party under any federal, provincial or state bankruptcy, insolvency, receivership or similar law, whether or not allowed in such case or proceeding), and all charges, expenses, fees, legal fees, filing fees and any other sums chargeable to such Credit Party hereunder, under another Loan Document, or under any other agreement or instrument with the Agent, Lenders, F/X Bank or Issuing Bank, Cash Management Obligations, but excluding all Excluded Swap Obligations.

“Out-of-Pocket Expenses” means all of the Agent’s present and future reasonable expenses incurred relative to this Agreement or any other Loan Documents, whether incurred heretofore or hereafter, which expenses shall include, without being limited to: the reasonable cost of retaining external legal counsel, record searches, all customary costs and expenses incurred by the Agent in opening bank accounts, depositing cheques, receiving and transferring funds, and wire transfer charges, any charges imposed on the Agent due to returned items and “insufficient funds” of deposited cheques and the Agent’s standard fees relating thereto, any amounts paid by, incurred by or charged to, the Agent by the Issuing Bank under a Letter of Credit, by the F/X Bank under an F/X Contract, applications for Letters of Credit, F/X Contracts or other like document which pertain either directly or indirectly to such Letters of Credit or F/X Contracts and the Agent’s standard fees relating to the Letters of Credit, F/X Contracts and any drafts thereunder, reasonable out-of-pocket travel, lodging and similar expenses of the Agent’s personnel (or any of its agents) in connection with inspecting and monitoring the Collateral from time to time in accordance with the terms of this Agreement, any applicable reasonable out-of-pocket counsel fees and disbursements, fees and taxes relative to the filing of financing statements, and all reasonable and out-of-pocket expenses, costs and fees set forth incurred by or imposed on the Agent by reason of the exercise of any of its rights and remedies under this Agreement or any of the other Loan Documents.

“Participant” has the meaning set out in Section 9.4.

~~**“Partners Capital”** means at any time, the amount that would, in accordance with GAAP, be included as partners capital on the balance sheet of such provision excluding any amounts applied thereto on account of the Employee Shareholder Investments made after the Effective Date.~~

“Payment Office” means the Agent’s office located at 199 Bay Street, 4th Floor, Toronto, Ontario, M5L 1A2, Attention: Senior Director, Portfolio Management, Asset Based Lending Group (or such other office or individual as the Agent may hereafter designate in writing to the other parties hereto).

“Pension Plan” means any registered pension plan subject to the *Pension Benefits Act* (Ontario), as amended from time to time (or any successor statute) or the pension standards legislation of any other Canadian jurisdiction in respect of which (i) is maintained by any Credit Party or Related Party, (ii) any Credit Party or Related Party makes, has made or is required to make (at any time during the five (5) calendar years preceding the date of this Agreement) contributions in respect of its employees, or (iii) any other plan with respect to which any Credit Party or any Related Party has incurred or may incur liability, including contingent liability either to such plan or to any Person, administration or Governmental Authority (excluding, for certainty, the Canada Pension Plan and the Québec Pension Plan or any other provincial sponsored pension plan).

“Permitted Acquisition” means any Acquisition that complies with the following terms and conditions:

- (a) at the time of the Acquisition, there exists no Default or Event of Default and there shall exist no Default or Event of Default after giving effect to the completion of the Acquisition;
- (b) the proposed business subject to the Acquisition shall have EBITDA (based on adjustments satisfactory to the Agent acting reasonably) for such period of no worse than negative \$750,000;
- (c) the aggregate purchase price of any particular Acquisition shall not exceed a total consideration of \$3,000,000;

- (d) the aggregate consideration for all Acquisitions during any Fiscal Year shall not exceed \$10,000,000;
- (e) the Acquisition shall not constitute a Hostile Take-Over Bid;
- (f) the Agent shall receive at least fifteen (15) days prior written notice of such Acquisition, which notice shall include a description of such proposed Acquisition;
- (g) the business subject to such Acquisition shall have its primary operations in Canada or the United States of America and shall be in the same business of that of the Borrower or material to such business;
- (h) if such Acquisition is of all of the equity of a Person or Persons, the Agent shall be provided with (i) a legal, valid, binding and enforceable guarantee by the Person or Persons being acquired in which it or they, as the case may be, guarantees all of the Obligations of the Borrower, (ii) such security as the Agent views as necessary in order to create a first priority perfected Lien (subject to Permitted Liens) in all assets acquired and/or Equity Securities of the acquired Person or Persons (including all third party consents reasonably required by the Agent), and (iii) such customary legal opinions as may be reasonably required by the Agent in connection therewith;
- (i) Excess Availability, after giving effect to such Acquisition (calculated on a *pro forma* basis) is at least \$2,500,000;
- (j) none of the assets acquired in connection with any such Acquisition shall be included in the Borrowing Base until the applicable due diligence has been completed to the Agent's satisfaction; and
- (k) if the proposed Acquisition involves the acquisition of Equity Securities, upon the consummation of the Acquisition the Agent shall receive certificates along with appropriate stock powers of attorney in respect of all such Equity Securities so acquired.

"Permitted Discretion" means a determination made by the Agent in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

"Permitted Investments" means:

- (a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of Canada, the government of the United States of America or of any Canadian province or any state of the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of Canada, the government of the United States of America or of such Canadian province or U.S. state), in each case maturing within one year from the date of acquisition thereof;
- (b) investments in certificates of deposit, bankers' acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any Schedule I bank under the *Bank Act* (Canada) or any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than ~~US~~U.S.\$500,000,000;

- (c) Investments made in connection with any Permitted Acquisition;
- (d) Employee Shareholder Investments;
- (e) deposits in bank accounts made in the ordinary course of business and otherwise permitted hereunder.

“Permitted Liens” means:

- (a) Liens in favour of the Lenders, the Agent (including in its capacity as ~~fondé de pouvoir~~ hypothecary representative) and/or any other Person for the obligations of the Borrower or any other Credit Party under or pursuant to the Loan Documents;
- (b) Liens granted by a Credit Party in favour of another Credit Party in order to secure any of its indebtedness to such other Credit Party, provided that such Liens are subject to assignment, subordination and postponement arrangements satisfactory to the Agent acting reasonably and in good faith;
- (c) Purchase Money Liens securing Indebtedness and Liens to secure Capital Lease Obligations, in each case only to the extent permitted by Section 6.1(g);
- (d) Liens (including legal hypothecs) imposed by any Governmental Authority for Taxes not yet due and delinquent or for which instalments have been paid based on reasonable estimates pending final assessments or which are being contested in good faith in compliance with Section 5.3, provided that, during such period during which such Liens are being so contested, such Liens are not being executed on or enforced against any of the assets of any Credit Party;
- (e) carrier’s, warehousemen’s, mechanics’, materialmen’s, repairmen’s, construction and other like Liens arising by operation of Applicable Law, arising in the ordinary course of business, which are not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings, provided that, during such period during which such Liens are being so contested, such Liens are not being executed on or enforced against any of the assets of any Credit Party, and further provided in each case that the applicable Credit Party shall have set aside on its books reserves deemed adequate therefor and not resulting in qualification by auditors;
- (f) statutory Liens incurred or pledges or deposits made under worker’s compensation, employment insurance and other social security legislation;
- (g) Liens or deposits to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature (other than for borrowed money) incurred in the ordinary course of business;
- (h) servitudes, easements, rights in the nature of easements, rights-of-way, restrictions and other similar encumbrances on real property imposed by Applicable Law or incurred in the ordinary course of business, zoning or building restrictions, easements, licenses, restrictions on the use of property, by-laws, regulations and ordinances of Governmental Authorities, title defects and encroachments which, in the aggregate, do not materially and adversely impair the use of the property for the

purpose for which it is used subject thereto or interfere with the ordinary conduct of the business of the Credit Parties;

- (i) Liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which the Credit Parties shall at any time in good faith be prosecuting an appeal or proceeding for review and in respect of which a stay of execution pending such appeal or proceeding for review shall have been secured;
- (j) undetermined or inchoate Liens and charges arising or potentially arising under statutory provisions which have not at the time been filed or registered in accordance with Applicable Law or of which written notice has not been duly given in accordance with Applicable Law or which although filed or registered, relate to obligations not due or delinquent and rights of distress which have not been exercised;
- (k) the rights reserved to or vested in Governmental Authorities by statutory provisions or by the terms of leases, licenses, franchises, grants or permits, which affect any land, to terminate such leases, licenses, franchises, grants or permits or to require annual or other payments as a condition of the continuance thereof;
- (l) security to public utilities or to any municipalities or Governmental Authorities or other public authorities when required by such utilities, or Governmental Authorities or such other public authorities in connection with the supply of services or utilities to a Credit Party;
- (m) Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided that, in the case of a Credit Party such Liens or covenants do not materially and adversely impair the use of such lands by the Credit Party for the purpose for which such lands are used;
- (n) Liens consisting of royalties payable with respect to any asset or property of a Credit Party existing as of the Effective Date; provided that the existence of any such Lien on any material property or asset of a Credit Party shall have been disclosed in writing to the Lenders prior to the Effective Date;
- (o) Liens securing reimbursement obligations relating to letters of credit issued pursuant to this Agreement; provided that the value of the collateral subject to any such Lien does not exceed the greater of the amount of the related reimbursement obligation and Cover;
- (p) statutory Liens incurred or pledges or deposits made in favour of a Governmental Authority to secure the performance of obligations of a Credit Party under Environmental Laws to which any assets of such Credit Party are subject, provided that, in the case of deposits of funds, no Default or Event of Default shall have occurred and be continuing unless required to be deposited in accordance with Applicable Law;
- (q) a Lien granted by a Credit Party to a landlord to secure lease obligations in respect of leased properties in the Province of Quebec leased from such landlord, provided that such Lien is limited to the assets located at or about such leased properties and notices relating to leases;

- (r) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of combination of accounts or similar rights in the ordinary course of conducting day-to-day banking business in relation to deposit accounts or other funds maintained with a creditor depository institution;
- (s) Liens in favour of customs and revenue authorities to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;
- (t) Liens listed on Schedule 6.2;
- (u) any Lien existing on any property or asset prior to the acquisition thereof by a Credit Party or existing on any property or asset of any Person that becomes a Credit Party after the date hereof prior to the time such Person becomes a Credit Party; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Credit Party, as the case may be, (ii) such Lien shall not apply to any other property or assets of such Credit Party, and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Credit Party, as the case may be;
- (v) Liens under applicable Pension Plan legislation that relate to contributions not yet due;
- (w) Liens that relate to the reservations, limitations, provisos and conditions expressed in any original grants from the Crown of any lands or interests therein;
- (x) Liens existing as of the Effective Date that are registered against title to the real or immovable property of the Credit Parties;
- (y) any other Liens expressly consented to in writing by the Required Lenders and Liens specifically listed as exceptions under any title insurance policies provided to the Agent; and
- (z) any extension, renewal or replacement of any of the foregoing; provided, however, that the Liens permitted hereunder shall not be extended to cover any additional Indebtedness of the Credit Parties or their property (other than a substitution of like property), except Liens in respect of Capital Lease Obligations and Purchase Money Liens as permitted by (c) above.

"Person" includes any natural person, corporation, company, limited liability company, unlimited liability company, trust, joint venture, association, incorporated organization, partnership, Governmental Authority or other entity.

"PPSA" means the *Personal Property Security Act* (Ontario), as amended from time to time (or any successor statute) or similar legislation of any other jurisdiction the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of security interests.

"Priority Payables" means, with respect to any Person, any amount payable by such Person which is secured by a Lien which ranks or is capable of ranking prior to or pari passu with the Liens created by the Security Documents in respect of any Eligible Accounts or Eligible Inventory, including, to the extent applicable, amounts owing for wages, vacation pay, severance pay (to the extent capable of ranking prior to the Liens under the Security Documents under Applicable Law), employee deductions, sales tax, excise tax, Tax payable pursuant to the ETA (net

of GST input credits), workers compensation, government royalties, pension fund obligations, Pension Plan obligations and real property tax.

“Property” means any interest in any kind of property or asset, whether real (including chattels real), personal or mixed, movable or immovable, tangible or intangible.

“Purchase Money Lien” means a Lien taken or reserved in equipment to secure payment of all or part of its purchase price, provided that such Lien (i) secures an amount not exceeding the purchase price of such personal property, (ii) extends only to such personal property and its proceeds, and (iii) is granted prior to or within 30 days after the purchase of such personal property.

“QST” means the Quebec sales tax imposed pursuant to an *Act respecting the Québec sales tax*.

“Register” has the meaning set out in Section 9.4(c).

“Reimbursement Obligations” means, at any date, the sum of the outstanding obligations of the Borrower to reimburse (a) the Agent at such time to the extent that the Agent is obligated to reimburse the Issuing Bank at such time pursuant to any Letter of Credit and (b) the F/X Bank at such time pursuant to any F/X Contract.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and of such Person.

“Release” is to be broadly interpreted and shall include any discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage or disposal of any Hazardous Materials which is or may be in breach of any Environmental Laws.

“Repayment Notice” means a notice in the form of Exhibit F;

“Report” has the meaning set out in Section 8.15(a).

“Required Lenders” means, at any time, Lenders having Commitments which represent, in the aggregate, more than 50% of the aggregate amount of the Commitments of all the Lenders under the Credit.

“Responsible Officer” means, with respect to any Person, the chairman, the president, any vice president, the chief executive officer, chief financial officer or the chief operating officer, and, in respect of financial or accounting matters, any Financial Officer of such Person; unless otherwise specified, all references herein to a Responsible Officer mean a Responsible Officer of the Borrower.

“Restricted Payment” shall mean, with respect to any Person, any payment by such Person (i) of any dividends on any of its Equity Securities, (ii) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any of its Equity Securities or any warrants, options or rights to acquire any Equity Securities, or the making by such Person of any other distribution in respect of any of its Equity Securities, (iii) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Indebtedness of such Person ranking in right of payment subordinate to any liability of such Person under the Loan Documents, (iv) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Indebtedness of such Person to a shareholder of such Person or to an Affiliate of a shareholder of such Person, (v) in respect of an Investment, or (vi) of any management,

consulting or similar fee or any bonus payment or comparable payment, or by way of gift or other gratuity, to any Affiliate of such Person or to any director or officer thereof.

[“Revolving Commitment Extension Fee” has the meaning set out in the Eighth Amendment Agreement.](#)

[“Revolving Credit”](#) means the \$~~35,000,000~~30,000,000 revolving credit facility made available by the Lenders to the Borrower.

“Revolving Loan” has the meaning set out in Section 2.1.

~~**“Rolling Period”** means, as at the end of any calendar month, such calendar month taken together with the eleven immediately preceding calendar months.~~

“Seasonal Bulge” means March 1st to October 31st of each calendar year, and may be terminated by the Borrower at any time.

“Security Documents” means the agreements, documents or instruments described or referred to in Section 4.1 and Section 5.11 (including, to the extent such Section describes an amendment, the agreement, document or instrument amended thereby) and any and all other agreements, documents or instruments now or hereafter executed and delivered by any Credit Party or any other Person as security for the payment or performance of all or part of the obligations of the Borrower (or such Credit Party or other Person) hereunder or under any other Loan Documents, as any of the foregoing may have been, or may hereafter be, amended, modified or supplemented.

“Settlement Date” means the date, which shall be weekly, or more frequently at the discretion of the Agent upon the occurrence of an Event of Default or a continuing decline or increase of the Loans, that the Agent and the Lenders shall settle among themselves so that (a) the Agent shall not at any time have, as the agent for the Lenders, any money at risk, and (b) on such Settlement Date each Lender shall be responsible for its pro rata amount of the Revolving Loan, calculated on the basis of each of their Applicable Percentages in respect of the outstanding Exposure as at such date, provided that each Settlement Date shall be a Business Day.

“Standard Cost” means the standard cost of Inventory determined in accordance with the applicable Credit Party’s published GAAP compliant inventory policy, consistently applied, and excludes any portion of cost representing intercompany profit or gain in the case of Inventory acquired from an Affiliate of any Credit Party.

[“Standard Letter of Credit Fees” has the meaning set out in Section 2.11\(c\).](#)

“Subsidiary” means, with respect to any Person (in this definition, the “parent”) at any date, any other Person the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other Person (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, in each case by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.

“Swap Obligation” means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1(a)(47) of the *Commodity Exchange Act*.

“Swap Transaction” means any transaction or agreement entered into between the Borrower and any other counterparty with respect to any swap, forward, future or derivative transaction or agreement or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Take-Over Bid” shall mean either (a) an offer to acquire outstanding voting or equity securities of a class of a Person whose shares are publicly traded where the securities that are the subject of such offer, together with the offeror’s securities, constitute at least 20% of the outstanding securities of that class of securities on the date the offer is made, or (b) any other event which is a take-over bid within the meaning attributed to such term by any law, treaty, rule, regulation, or requirement of any stock exchange or securities commission, or determination of any arbitrator, court, stock exchange, securities commission or other Governmental Authority, in each case, applicable to or binding on a Credit Party.

“Taxes” means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, franchise, net worth, branch transfer, land transfer, profits, withholding, payroll, employer health, excise, stamp, documentary, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, unemployment insurance payments and workers’ compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties with respect thereto, imposed by any Governmental Authority (including federal, state, provincial, territorial, municipal and foreign Governmental Authorities), and whether disputed or not.

“Term Credit” means the \$3,000,000 non-revolving term credit facility made available by the Lenders to the Borrower. [For greater certainty, no further Borrowings will be made under the Term Credit as of the Eighth Amendment Effective Date.](#)

“Term Loan” has the meaning set out in Section 2.1(b).

[“Term Loan Maturity Date” means July 25, 2020.](#)

“Transactions” means the execution, delivery and performance by the Borrower of this Agreement and the other Loan Documents, the borrowing of Loans, the issuance of Letters of Credit and the entering into of F/X Contracts hereunder.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Canadian Prime Rate, the Base Rate, or is a Letter of Credit.

“UCC” means the Uniform Commercial Code as in effect from time to time for the applicable State in question.

“U.S.\$ Equivalent” means, on any day, the amount of U.S. Dollars that the Agent could purchase, in accordance with its normal practice, with a specified amount of Canadian Dollars based on the spot rate at which U.S. Dollars are offered at the start of such day by CIBC in Toronto, Ontario.

“U.S. Dollars” and **“U.S.\$”** refer to lawful money of the United States of America.

“Violation Notice” means any notice received by any Credit Party from any Governmental Authority under any Environmental Law that the applicable Credit Party or any of its property and assets is not in compliance with the requirements of any Environmental Law.

“Weekly Borrowing Base Reporting Requirement” has the meaning set out in Section 5.1(g).

“Weekly Borrowing Base Reporting Trigger” has the meaning set out in Section 5.1(g).

“Weekly Borrowing Base Reporting Trigger Exclusion Period” means period between September 24, 2020 and October 14, 2020.

1.2 Classification of Loans and Borrowings.

For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a “Canadian Prime Loan”) and Borrowings also may be classified and referred to by Type (e.g., a “Canadian Prime Borrowing”).

1.3 Terms Generally.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The word “or” is disjunctive; the word “and” is conjunctive. The word “shall” is mandatory; the word “may” is permissive. The words “to the knowledge of” means, when modifying a representation, warranty or other statement of any Person, that the fact or situation described therein is actually known by the Person (or, in the case of a Person other than a natural Person, known by the Responsible Officer of that Person) making the representation, warranty or other statement. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

1.4 Accounting Terms; GAAP.

Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time. All calculations of the components of the financial information for the purposes of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the date of this Agreement and used in the preparation of the consolidated

financial statements of the Borrower referred to in Section 5.1(a), and all calculations with respect to inventory shall use the same method for inventory valuation as used in the preparation of the Borrower's financial statements on the date hereof. In the event of a change in GAAP, the Borrower and the Agent shall negotiate in good faith to revise (if appropriate) such ratios and covenants to give effect to the intention of the parties under this Agreement as at the Effective Date, and any new ratio or covenant shall be subject to approval by the Required Lenders. In the event that such negotiation is unsuccessful, all calculations thereafter made for the purpose of determining compliance with the financial ratios and financial covenants contained herein shall be made on a basis consistent with GAAP in existence as at the Effective Date.

1.5 Time.

All time references herein shall, unless otherwise specified, be references to local time in Toronto, Ontario. Time is of the essence of this Agreement and the other Loan Documents.

1.6 Permitted Liens.

Any reference in any of the Loan Documents to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien created by any of the Loan Documents to any Permitted Lien.

1.7 [INTENTIONALLY DELETED]

1.8 Interpretation Clause (Québec).

For purposes of any assets, liabilities or entities located in the Province of Québec and for all other purposes pursuant to which the interpretation or construction of this Agreement may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", "prior claim" and a resolutive clause, (f) all references to filing, registering or recording under the PPSA or UCC shall be deemed to include publication under the Civil Code of Québec, (g) all references to "perfection" of or "perfected" liens or security interest shall be deemed to include a reference to an "opposable" or "set up" lien or security interest as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary", (k) "construction liens" shall be deemed to include "legal hypothecs", (l) "joint and several" shall be deemed to include solidary, (m) "gross negligence or wilful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatary", (o) "servitude" shall be deemed to include easement, (p) "priority" shall be deemed to include "prior claim", (q) "survey" shall be deemed to include "certificate of location and plan", (r) "state" shall be deemed to include "province", (s) "fee simple title" shall be deemed to include "absolute ownership". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les

documents, y compris tous avis, envisages par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement.

ARTICLE 2 THE CREDITS

2.1 Commitments.

(a) Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a “**Revolving Loan**”) to the Borrower from time to time during the period commencing on the Effective Date and ending on the Maturity Date (each such commitment, a “**Revolving Commitment**”) in an aggregate principal amount up to the amount set forth beside such Lender’s name in Schedule A under the heading “Revolving Commitment”, provided that a Lender shall not be required to extend further credit hereunder if any further extension of credit made by such Lender as requested by the Borrower would result in (i) such Lender’s Exposure exceeding such Lender’s Commitment in respect of Revolving Loans, or (ii) the sum of the total Exposure exceeding either the total Commitment or the Borrowing Base. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow Revolving Loans. In addition, the Borrower may, on at least ten (10) days’ prior written notice to the Agent, from time to time permanently increase the Revolving Credit in an aggregate principal amount of up to ~~\$15,000,000~~, 5,000,000, provided that (i) such Commitment increase shall be offered to each Lender on a pro rata basis, (ii) each Lender may agree to accept or decline a requested Commitment increase in its sole discretion, (iii) no increase in the Commitments shall be made if a Default or an Event of Default shall have occurred and be continuing or would result after giving effect to such increase, (iv) each such increase shall be in a minimum principal amount of \$1,000,000, (v) the Borrower shall pay to the Agent, for the account of the Lenders, a one-time fee in an amount equal to 0.35% of the amount of each such Commitment increase, and (vi) the aggregate principal amount of all such Commitment increases shall not exceed ~~\$15,000,000~~, 5,000,000. The pro rata share of each Lender’s Commitment hereunder shall automatically increase as a result of any permitted increase in the Commitment hereunder, and Schedule A shall be amended to reflect any such permitted increase.

(b) Subject to the terms and conditions set forth herein, each Lender committed to make Loans (each such Loan made under this Section 2.1, a “**Term Loan**”) to the Borrower from time to time during the period commencing on the Fifth Amendment Effective Date and ending on the Eighth Amendment Effective Date (each such commitment, a “**Term Commitment**”) in an aggregate principal amount up to the amount set forth beside such Lender’s name in Schedule A under the heading “Term Commitment”. For greater certainty, no further Borrowings will be made under the Term Credit as of the Eighth Amendment Effective Date.

(c) ~~(b)~~ Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a “**TermBCAP Loan**”) to the Borrower from time to time during the period commencing on the ~~Fifth Amendment~~BCAP Effective Date and ending on the Maturity Date (each such commitment, a “**TermBCAP Commitment**”) in an aggregate principal amount up to the amount set forth beside such Lender’s name in Schedule A under the heading “~~Term Commitment~~”. ~~The Term Credit shall be available for a period of 36 months following the Fifth Amendment Effective Date. Each Borrowing shall be in a minimum amount of \$500,000 and shall be denominated and maintained thereafter in Cdn.\$.~~ Should the full amount of the Commitments to make Term Loans (being \$3,000,0000 as at the Fifth Amendment Effective Date) not be fully drawn by the Borrower within 36 months of the Fifth Amendment Effective Date, such undrawn amount shall be immediately and permanently cancelledBCAP Commitment”, provided that a Lender shall not be required to extend further credit hereunder if any further extension of credit made by such Lender as requested by the Borrower would result in (i)

such Lender's BCAP Exposure exceeding such Lender's Commitment in respect of BCAP Loans, or (ii) the sum of the total BCAP Exposure exceeding the total Commitment. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow BCAP Loans. For greater certainty, any extensions of the Maturity Date with respect to the BCAP Commitments shall not extend beyond the fifth anniversary of the BCAP Effective Date.

2.2 Loans and Borrowings.

(a) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans made by the Lenders rateably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to the Letter of Credit Sub-Line limitation, the F/X Contract Sub-Line limitation, the Borrowing Base limitations (if applicable) and the other limitations on Loans and Borrowings as provided in this Agreement, each Borrowing (including, Revolving Loans and BCAP Loans) shall be comprised entirely of Canadian Prime Loans, Base Rate Loans and/or the issuance of Letters of Credit or the entry into F/X Contracts.

(c) Each Term Loan shall be made as part of a Borrowing consisting of Term Loans made by the Lenders rateably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(d) Each BCAP Loan shall be made as part of a Borrowing consisting of BCAP Loans made by the Lenders rateably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

2.3 Requests for Borrowings.

(a) The initial Borrowings hereunder on the Effective Date shall be Canadian Prime Borrowings and/or Base Rate Borrowings. Thereafter, to request a Borrowing, the Borrower shall notify the Agent of such request by written Borrowing Request (i) in the case of a Canadian Prime Borrowing or a Base Rate Borrowing, not later than 10:00 a.m., Toronto time, on the date of the proposed Borrowing; or (ii) in the case of a Letter of Credit in accordance with Section 2.18 or the entry into an F/X Contract in accordance with Section 2.19, not later than 11:00 a.m., Toronto time, three (3) Business Days before the date of the proposed Borrowing. The Agent and each Lender are entitled to rely and act upon any written Borrowing Request given or purportedly given by the Borrower, and the Borrower hereby waives the right to dispute the authenticity and validity of any such request or resulting transaction once the Agent or any Lender has advanced funds or the Issuing Bank has issued a Letter of Credit based on such written Borrowing Request. Each such written Borrowing Request shall specify the following information:

- (i) the aggregate amount of each requested Borrowing thereof;
- (ii) whether the Borrowing is a BCAP Loan, Term Loan or a Revolving Loan;
- (iii) the date of such Borrowing, which shall be a Business Day;

- (iv) whether such Borrowing is to be a Canadian Prime Borrowing, a Base Rate Borrowing, or the issuance of a Letter of Credit in accordance with Section 2.18 or the entry into an F/X Contract in accordance with Section 2.19; and
- (v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of this Agreement.

(b) [INTENTIONALLY DELETED]

(c) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request. Thereafter, the Borrower may elect to convert a Borrowing to a different Type or to continue such Borrowing. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing in accordance with their Applicable Percentage, and the Loans comprising each such portion shall be considered a separate Borrowing. To make an election pursuant to this Section 2.3(c), the Borrower shall notify the Agent of such election in the manner and by the time that a Borrowing Request would be required under Section 2.3(a) if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. In addition to the information specified in Section 2.3(a), each Borrowing Request shall specify the Borrowing to which such request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing.

(d) The Agent shall not incur any liability to the Borrower as a result of acting in accordance with any written notice or request referred to in this Section 2.3, which notice or request the Agent believes in good faith to have been given by an officer duly authorized by the Borrower to request Loans on its behalf or for otherwise acting in good faith under this Section 2.3, and the crediting of Loans to the Borrower's disbursement accounts, or transmittal to such Person or other bank account as the Borrower shall direct, shall conclusively establish the obligation of the Borrower to repay such Loans as provided herein. Nothing herein shall, however, release or be deemed to release the Agent in respect of its gross negligence or wilful misconduct.

(e) Except to the extent otherwise permitted to the contrary hereunder, any Borrowing Request made pursuant to in this Section 2.3 shall be irrevocable and the Borrower shall be bound to borrow the funds requested therein in accordance therewith.

2.4 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, Toronto time, to the account of the Agent most recently designated by it for such purpose by notice to the Lenders. The Agent will make such Loans (other than Letters of Credit) available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower and designated by the Borrower in the applicable Borrowing Request. The Borrower shall satisfy Reimbursement Obligations promptly as they arise by way of a request for a Loan and all Loans made hereunder to satisfy Reimbursement Obligations: (i) in respect of any Letter of Credit shall be remitted by the Agent to the Issuing Bank in accordance with such Letter of Credit (unless the Issuing Bank has already been fully reimbursed directly by the Borrower in respect of drawings under the Letter of Credit), and (ii) in respect of any F/X Contract shall be remitted by the Agent to the F/X Bank in accordance with such F/X Contract (unless the F/X Bank has already been fully reimbursed directly by the Borrower in respect of all such losses in respect of the F/X Contract). To the extent that the Borrower does not make such a request for a Loan to satisfy a Reimbursement Obligation and there exists no Default or Event of Default, the Borrower shall be deemed to have made a request for

such Loan and, provided that there is Excess Availability, the Agent shall apply the proceeds of such deemed Loan in accordance with the preceding sentence.

(b) The Agent may, upon notice given by the Agent no later than 12:00 p.m. Toronto time on any Settlement Date, request each Lender to make, and each Lender hereby agrees to make, a Revolving Loan ~~or~~ Term Loan or BCAP Loan, as applicable, in an amount equal to such Lender's Applicable Percentage (calculated with respect to the aggregate Commitments then outstanding) of the aggregate amount of the Revolving Loans ~~or~~ Term Loans or BCAP Loans, as applicable, made by the Agent from the preceding Settlement Date to the date of such notice. Each Lender's obligation to make the Revolving Loans ~~and~~ Term Loans and BCAP Loans, as applicable, and to make the settlements pursuant to this Section 2.4 shall not be affected by any circumstance, including (i) any set-off, counterclaim, recoupment, defence or other right which any such Lender or the Borrower may have against the Agent, the Borrower, any Lender or any other Person for any reason whatsoever; (ii) any adverse change in the condition (financial or otherwise) of the Borrower; or (iii) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. Without limiting the liability and obligation of each Lender to make such advances, the Borrower authorizes the Agent to charge the Borrower's loan account to the extent amounts received from the Lenders are not sufficient to repay in full the amount of any such deficiency. To the extent that any Lender has failed to fund all such payments and Revolving Loans ~~or~~ Term Loans or BCAP Loans, as applicable, the Agent shall be entitled to set off the funding short-fall against that Lender's pro rata share of all payments received from the Borrower.

(c) The Agent, for the account of the Lenders, shall disburse all amounts to the Borrower and shall handle all collections. It is understood that for purposes of advances to the Borrower and for purposes of this Section 2.4, the Agent is using the funds of the Agent.

(d) Unless the Agent shall have been notified in writing by any Lender prior to any advance to the Borrower that such Lender will not make the amount which would constitute its share of the Borrowing on such date available to the Agent, the Agent may assume that such Lender shall make such amount available to the Agent on a Settlement Date, and the Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. A certificate of the Agent submitted to any Lender with respect to any amount owing under this Section 2.4 shall be conclusive, absent manifest error. If such Lender's share of such Borrowing is not in fact made available to the Agent by such Lender on the Settlement Date, the Agent shall be entitled to recover such amount with interest thereon at the rate per annum applicable to Revolving Loans hereunder, on written demand, from the Borrower without prejudice to any rights which the Agent may have against such Lender hereunder. Nothing contained in this shall relieve any Lender which has failed to make available its Applicable Percentage of any borrowing hereunder from its obligation to do so in accordance with the terms hereof. Nothing contained herein shall be deemed to obligate the Agent to make available to the Borrower the full amount of a requested advance when the Agent has any notice (written or otherwise) that any of the Lenders will not advance its Applicable Percentage thereof.

(e) On the Settlement Date, the Agent and the Lenders shall each remit to the other, in immediately available funds, all amounts necessary so as to ensure that, as of the Settlement Date, the Lenders shall have their Applicable Percentage share of all outstanding Obligations other than in respect of F/X Contracts, which shall remain with the F/X Bank.

(f) The Agent shall forward to each Lender, at the end of each calendar month, a copy of the account statement rendered by the Agent to the Borrower.

(g) The Agent shall, after receipt of any interest and fees earned under this Agreement, promptly remit to the Lenders their Applicable Percentage of any (i) fees they are entitled to receive,

and (ii) interest computed at the rate and as provided for in this Agreement on all outstanding amounts advanced by the Lenders on each Settlement Date, prior to adjustment, that are subsequent to the last remittance by the Agent to the Lenders of such interest amounts. This shall not apply to fees in respect of F/X Contracts, which shall be retained by the F/X Bank.

2.5 Interest.

(a) The Loans comprising each Canadian Prime Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 days or 366 days, as the case may be) at a rate per annum equal to the Canadian Prime Rate plus the Applicable Margin from time to time in effect. The Loans comprising each Base Rate Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days at a rate per annum equal to the Base Rate plus the Applicable Margin from time to time in effect.

(b) If a Default or an Event of Default has occurred and is continuing, all amounts outstanding hereunder (including, without duplication, all Loans and all Letter of Credit Exposure but excluding F/X Exposure) shall bear interest, after as well as before judgment, at a rate per annum equal to 2% plus the rate otherwise applicable to such Loan or, in the case of any amount not constituting principal or interest on a Loan, at a rate equal to 2% plus the rate otherwise applicable to, in the case of Canadian Dollar amounts, Canadian Prime Loans, or in the case of U.S. Dollar amounts, Base Rate Loans.

(c) Accrued interest on each Loan shall be payable in arrears on the earlier of (i) each applicable Interest Payment Date, and (ii) the date of termination of the Commitments. In addition, in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(d) All interest hereunder shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Any Loan that is repaid on the same day on which it is made shall bear interest for one day. The applicable Canadian Prime Rate or Base Rate shall be determined by the Agent, and such determination shall be conclusive absent manifest error.

(e) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or any fee to be paid hereunder or in connection herewith is to be calculated on the basis of a 360-day or 365-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365, as applicable. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

(f) If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by any Applicable Law or would result in a receipt by that Lender of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code* (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law or so result in a receipt by that Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows:

- (i) first, by reducing the amount or rate of interest required to be paid to the affected Lender under Section 2.5;

- (ii) second, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the affected Lender which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada);
- (iii) third, by reducing the amount of principal Exposure outstanding; and
- (iv) thereafter, by returning any remaining amount to the Borrower.

2.6 Termination and Reduction of Commitments.

(a) Unless previously terminated and subject to any earlier demand for payment upon the occurrence of an Event of Default, both the Revolving Commitment and BCAP Commitment shall terminate on the Maturity Date.

(b) ~~(a)~~ Unless previously terminated and subject to any earlier demand for payment upon the occurrence of an Event of Default, the ~~Commitments~~ Term Commitment shall terminate on the ~~Maturity~~ Eighth Amendment Effective Date.

(c) ~~(b)~~ The Borrower may, upon five Business Days prior written notice to the Agent, permanently cancel any unused portion of the Commitments. The Agent shall promptly notify each Lender of the receipt by the Agent of any such notice. Any such cancellation shall be applied rateably in respect of the Commitments of each Lender. Each notice delivered by the Borrower pursuant to this Section 2.6 ~~(b)~~ shall be irrevocable. Notwithstanding the termination of this Agreement, until all Obligations are irrevocably and indefeasibly paid and performed in full, the Credit Parties shall remain bound by the terms of this Agreement and under the Loan Documents and shall not be relieved of any of their Obligations and the Agent and Lenders shall retain all their rights and remedies hereunder and under the Loan Documents (including, without limitation, in all then existing and after-arising Collateral).

(d) ~~(c)~~ Unless ~~the Commitments have been~~ previously terminated, upon the occurrence of the Maturity Date, the Revolving Commitment and BCAP Commitment of each Lender shall be permanently reduced to an amount equal to the amount of the Revolving Loans or BCAP Loans, as applicable, made by such Lender at such date and the Revolving Commitment and BCAP Commitment shall be permanently reduced by an amount equal to such reduction of such ~~Commitment~~ Revolving Commitment and BCAP Commitment, as applicable.

(e) Unless the Term Commitment has been previously terminated, upon the occurrence of the Eighth Amendment Effective Date, the Term Commitment of each Lender shall be permanently reduced to an amount equal to the amount of the Term Loans made by such Lender at such date and the Term Commitment shall be permanently reduced by an amount equal to such reduction of such Term Commitment.

(f) ~~(d)~~ Subject to the other terms and conditions of this Agreement and unless the ~~Commitments have~~ Revolving Commitment has been earlier terminated, the ~~Commitments~~ Revolving Commitment shall be available hereunder from the Effective Date until the Maturity Date.

(g) Subject to the other terms and conditions of this Agreement and unless the Term Commitment has been earlier terminated, the Term Commitment shall be available hereunder from the Effective Date until the Eighth Amendment Effective Date.

2.7 Repayment of Loans.

(a) The Borrower hereby unconditionally promises to pay to ~~(i)~~ the Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan and the BCAP Loan and all other Obligations in connection therewith on the earlier of the Maturity Date and the date that the Revolving Commitment or BCAP Commitment, as applicable, is terminated pursuant to Section 2.6(~~b~~a) or Section 7.1.

(b) Notwithstanding Section 2.6(e), the Borrower hereby unconditionally promises to pay to the Agent for the account of each Lender the then unpaid principal amount of each Term Loan and all other Obligations in connection therewith on the earlier of the Term Loan Maturity Date and the date that the Term Commitment is terminated pursuant to Section 7.1.

2.8 Evidence of Debt.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Borrowing made by such Lender hereunder, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Agent shall maintain accounts in which it shall record (i) the amount of each Borrowing made hereunder and the Type thereof, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, and (iii) the amount of any sum received by the Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) The entries made in the accounts maintained pursuant to Sections 2.8(a) and (b) shall be conclusive evidence (absent manifest error) of the existence and amounts of the obligations recorded therein and shall be admissible in any action or proceeding arising therefrom; provided that the failure of any Lender or the Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Borrowings in accordance with the terms of this Agreement. In the event of a conflict between the records maintained by the Agent and any Lender, the records maintained by the Agent shall govern.

(d) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Agent and acceptable to the Borrower, acting reasonably. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

2.9 Prepayments.

(a) Mandatory Borrowing Base Prepayments. If, subject to Section 2.9(c), at any time the aggregate Exposure of all Lenders is in excess of (i) the Borrowing Base or (ii) the total Revolving Commitment, the Borrower shall, upon request by the Agent, promptly pay to the Agent, for the account of the Lenders, the amount of such excess to be applied (i) first, in satisfaction of all Reimbursement Obligations, if any, outstanding at such time, (ii) second, as a prepayment of the Revolving Loans, and (iii) third, as Cover for any remaining Letter of Credit Exposure and F/X Exposure in an amount of such remaining excess.

(b) Application of Cover Amount. The amount of Cover shall be paid by the Borrower under Section 2.9(a) to the Agent and retained by the Agent in a collateral account maintained by the Agent at its Payment Office and collaterally assigned to, or charged in favour of, the Agent as security until such time as the Borrower is no longer required to pay Cover under Section 2.9 (in which case Agent shall release to the Borrower or apply to the Obligations the amount of any Cover in excess of the amount required under Section 2.9) or the applicable Letters of Credit and F/X Contracts shall have expired or matured and Reimbursement Obligations, if any, with respect thereto shall have been fully satisfied; provided that if any such Reimbursement Obligations are not satisfied when due hereunder, the Agent may apply any or all amounts in such collateral account in satisfaction of any or all such Reimbursement Obligations.

(c) Currency Fluctuations. If, at any time, the Canadian \$ Equivalent of the Loans made by any Lender to the Borrower under any Credit exceeds the Commitment of such Lender under such Credit by more than 3% (any such excess being referred to in this Section as an “**Excess Amount**”), then the Borrower will forthwith upon the written request of the Agent repay to the Agent, for the account of each applicable Lender, an amount equal to the Excess Amount with respect to such Lender. The Agent shall request repayment of any Excess Amount forthwith upon request therefor by any Lender, but the Agent is not otherwise required to monitor Excess Amount levels or to request repayment thereof.

(d) Voluntary Prepayment. The Borrower may, upon delivery of a Repayment Notice to the Agent (delivered in accordance with the notice periods applicable to delivery of a Borrowing Request under Section 2.3(a)), prepay all or any part of a Canadian Prime Borrowing, or Base Rate Borrowing. Each Repayment Notice delivered hereunder shall be irrevocable. No prepayment under this Section 2.9(d) shall permanently reduce or terminate any of the Commitments (other than the Term Commitment).

(e) Notice by Agent. Upon receipt of any prepayment or Repayment Notice pursuant to this Section 2.9, the Agent shall promptly notify each applicable Lender of the contents thereof. Each Repayment Notice provided by the Borrower in respect of any permanent repayment or prepayment hereunder shall be in the form of Exhibit F and shall be irrevocable at such time as the Agent or any Lender has commenced taking any action pursuant to any such prepayment notice.

(f) Mandatory Repayment of Principal – Term Facility Credit. The principal amount of the Term Loans shall be repaid in 36 equal monthly principal instalments. ~~The first principal payment will commence on the earlier of (i) the first month following the 36-month anniversary of the Fifth For greater certainty, no further Borrowings will be made under the Term Credit on or after the Eighth Amendment Effective Date, and (ii) the first month following the date in which there shall be no further availability to obtain advances pursuant to the Term Credit.~~

(g) Mandatory Repayments from Proceeds of Debt Issues. If any Credit Party incurs any Indebtedness (other than Indebtedness that is not already permitted hereunder) for borrowed money, an amount equal to the entire cash proceeds of such Indebtedness (net of reasonable, *bona fide* direct transaction costs and expenses incurred in connection with incurring such Indebtedness, including fees, legal and other professional fees and disbursements in connection with such Indebtedness) shall be paid by the Borrower (irrespective as to which Credit Party incurred the Indebtedness) to the Agent, within two (2) Business Days of the closing of the transaction under which such Indebtedness is incurred and shall be applied in permanent repayment of outstanding Obligations (if any) under the Term Credit. Each such repayment shall be applied in inverse order of maturity of scheduled repayments.

(h) Mandatory Repayment on Dispositions. Except for dispositions permitted pursuant to Section 6.3 (the net proceeds of which shall not be required to be paid to the Agent in accordance

with this Section (h)), after any disposition by any Credit Party in which such Credit Party has not (i) within 180 days from the date of the disposition, reinvested such proceeds in the Borrower's business, or (ii) has determined that it will not reinvest such proceeds in the Borrower's business, the Borrower shall within five (5) Business Days of such time deposit with the Agent the net cash proceeds to be applied in permanent repayment of outstanding Obligations (if any) under the Term Credit. The Borrower shall provide to the Agent a certificate confirming any such reinvestment. Each such repayment shall be applied in inverse order of maturity of scheduled repayments. Should there exist a Default or an Event of Default, the net proceeds shall be immediately deposited with the Agent to be applied in accordance with the terms of this Section 2.9(h).

(i) Mandatory Repayments from Proceeds of Insurance.

- (i) If a Credit Party receives cash proceeds of insurance in an amount up to or equal to \$250,000, such Credit Party may retain such proceeds.
- (ii) If a Credit Party receives proceeds of insurance in an amount greater than \$250,000 for any individual incident, if no Default or Event of Default exists, request that all such insurance proceeds be ultimately released to the Borrower provided that a Credit Party enters into a *bona fide* arm's length contract to reinvest such proceeds in the business of the Borrower within one hundred eighty (180) days and such reinvestment has been completed within such one hundred and eighty (180) days following the entering of such contract. If following the one hundred and eighty (180) day period no Credit Party has entered into any such contract or following the one hundred and eighty (180) day period, such reinvestment has not been completed, such proceeds (or any remaining portion thereof) shall immediately be applied by the Agent against the Obligations (if any) under the Term Credit, then, if required by Section 5.9, against the Obligations (if any) under the Revolving Credit and thereafter against the Obligations (if any) under BCAP Loans (provided that no such application of proceeds shall reduce the Commitments of the Lenders to provide the Revolving Credit or BCAP Credit, respectively). Each such repayment shall be applied in inverse order of maturity of scheduled repayments.

2.10 [INTENTIONALLY DELETED]

2.11 **Fees.**

(a) The Borrower shall pay to the Agent for the account of and distribution to each Lender making Revolving Loans rateably in accordance with each such Lender's Applicable Percentage, in Canadian Dollars, an unused line fee (the "**Unused Line Fee**") for the period commencing on the Effective Date to but excluding the Maturity Date (or such earlier date as the Commitments to make Revolving Loans shall have been terminated entirely) computed at a rate of 0.25% per annum on the average daily excess amount of the aggregate Commitments to make Revolving Loans over the aggregate Exposure (but excluding, solely for the purpose of this Section 2.10, any F/X Exposure). The Unused Line Fees on the Commitments to make Revolving Loans shall be calculated monthly in arrears on the last Business Day of each calendar month (and on the date on which the Commitments terminate) and each such calculated amount shall be payable on the first Business Day of the immediately following calendar month (or on the date on which the Commitments terminate, as the case may be). All Unused Line Fees shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower shall pay to the Agent for the account of and distribution to each Lender making BCAP Loans rateably in accordance with each such Lender's Applicable Percentage, in Canadian Dollars, an unused line fee (the "BCAP Unused Line Fee") for the period commencing on the BCAP Effective Date to but excluding the Maturity Date (or such earlier date as the BCAP Commitments shall have been terminated entirely) computed at a rate of 0.25% per annum on the average daily excess amount of the aggregate BCAP Commitments over the aggregate BCAP Exposure (but excluding, solely for the purpose of this Section 2.10, any F/X Exposure). The BCAP Unused Line Fees shall be calculated monthly in arrears on the last Business Day of each calendar month (and on the date on which the BCAP Commitments terminate) and each such calculated amount shall be payable on the first Business Day of the immediately following calendar month (or on the date on which the BCAP Commitments terminate, as the case may be). All BCAP Unused Line Fees shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) ~~(b)~~ The Borrower agrees to pay to the Agent for the account of each Lender rateably in accordance with each Lender's Applicable Percentage, a fee (a "**Letter of Credit Fee**") with respect to the provision of Letters of Credit, at the rate of 1.00% per annum on the average daily amount of the Letter of Credit Exposure with respect to documentary Letters of Credit and at the rate of 1.50% per annum on the average daily amount of the Letter of Credit Exposure with respect to standby Letters of Credit, in each case during the period from but excluding the Effective Date (or the date on which any Letter of Credit Exposure first exists to but excluding the latter of: (i) the date of termination of the Commitments and (ii) the date on which there ceases to be any Letter of Credit Exposure). All such Letter of Credit Fees shall be calculated monthly in arrears on the last Business Day of each calendar month (and on the date on which the Commitments terminate) and each such calculated amount shall be payable on the first Business Day of the immediately following calendar month (or on the date on which the Commitments terminate, as the case may be); provided that all Letter of Credit Fees, together with all Standard Letter of Credit Fees (as defined below), accruing after the date on which the Commitments terminate shall be payable on demand. All Standard Letter of Credit Fees payable pursuant to this Section ~~2.10(b)~~ 2.11(c) shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The Borrower also agrees to pay to the Issuing Bank, the Issuing Bank's standard fees (the "**Standard Letter of Credit Fees**") with respect to the issuing, administration, handling, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Such Standard Letter of Credit Fees shall be payable within 10 days after written demand by the Agent or the Issuing Bank. It is acknowledged and agreed by the Lenders that the Issuing Bank may charge fees and other amounts directly to the Agent as a condition to issuing Letters of Credit and such fees and other amounts, to the extent that the Agent has not been reimbursed therefor by the Borrower, shall be charged by the Agent against each Lender's rateable share (taking into account each such Lender's Applicable Percentage) of other amounts owing from the Agent to each Lender (including, without limitation, each such Lender's rateable share of Letter of Credit Fees).

(d) ~~(c)~~ The Borrower agrees to pay to the Agent, for its own account, on the Effective Date the Loan Facility Fee (in Canadian Dollars).

(e) ~~(d)~~ The Borrower agrees to pay to the Agent, for its own account, on the Effective Date and on the first Business Day of each calendar month thereafter the Collateral Management Fee, which the Borrower acknowledges and agrees shall be fully earned when paid.

(f) ~~(e)~~ The Borrower agrees to pay to the Agent, for its own account, the Agent's standard charges, fees, costs and expenses for its field examinations, verifications and audits in an

amount equal to \$1,200 per person per day plus such field examiner's and auditor's reasonable and documented out-of-pocket expenses.

(g) ~~(f)~~ The Borrower agrees to pay to the Agent, for its own account, fees payable in the amounts and at the times separately agreed upon in writing between the Borrower and the Agent.

(h) ~~(g)~~ All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Agent, for its own account or for distribution to the Lenders or CIBC, as the case may be. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

(i) The Borrower shall pay to the Agent for the account of and distribution to EDC, in Canadian Dollars, a EDC Guarantee fee (the "EDC Guarantee Fee") for the period commencing on the BCAP Effective Date to and including the Maturity Date (or such earlier date as the BCAP Commitments shall have been terminated entirely) computed at a rate of 1.80% per annum of the BCAP Credit on the BCAP Effective Date. The EDC Guarantee Fee shall be calculated daily in arrears and each such calculated amount shall be payable in accordance with the following schedule (or on the date on which the Commitments terminate, as the case may be):

<u>EDC Guarantee Fee Installment:</u>	<u>Due Date:</u>
<u>First</u>	<u>180 days after the BCAP Effective Date</u>
<u>Second</u>	<u>270 days after the BCAP Effective Date</u>
<u>Third</u>	<u>180 days after the BCAP Effective Date</u>
<u>Fourth</u>	<u>270 days after the BCAP Effective Date</u>

The EDC Guarantee Fee shall be computed on the basis of a year of 365 days or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). To the extent the Maturity Date and EDC Guarantee are extended (a "BCAP Guarantee Extension"), the Borrower shall pay to the Agent an EDC Guarantee Fee computed at a rate of 1.80% per annum of the BCAP Credit on the BCAP Effective Date, on a quarterly basis for each applicable year of the BCAP Guarantee Extension, as follows:

<u>EDC Guarantee Fee Installment:</u>	<u>Due Date:</u>
<u>First</u>	<u>Applicable anniversary of the BCAP Effective Date</u>
<u>Second</u>	<u>90 days after the applicable anniversary of the BCAP Effective Date</u>
<u>Third</u>	<u>180 days after the applicable anniversary of the BCAP Effective Date</u>
<u>Fourth</u>	<u>270 days after the applicable anniversary of the BCAP Effective Date</u>

2.12 Increased Costs; Illegality; Alternate Rate of Interest; Replacement of Lenders.

- (a) If any Change in Law shall:
- (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or
 - (ii) impose on any Lender or the Issuing Bank any other condition affecting this Agreement (including the imposition on any Lender of, or any change to, any Indemnified Tax or other charge with respect to any Letter of Credit or participation therein, or its obligation to make any Letter of Credit);

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender of participating in, issuing or maintaining any Letter of Credit or any Loan or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender, such additional amount or amounts as will compensate such Lender, for such additional costs incurred or reduction suffered.

(b) If any Lender, acting reasonably, determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy) and such Lender's desired return on capital, then from time to time the Borrower will, following the written request by such Lender, pay to such Lender, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered ("**Additional Compensation**"). Notwithstanding anything herein to the contrary, (a) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, and Basel Committee on Banking Supervision (or any successor or similar authority) or by United States, Canadian or foreign regulatory authorities, in each case pursuant to Basel III, and (b) the Dodd-Frank Wall Street Reform and *Consumer Protection Act* (United States) and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Change in Law for purposes of this Section 2.12(b) regardless of the date enacted, adopted, issued or implemented.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender as specified in Sections 2.12(a) or (b), together with a brief description of the Change ~~of~~in Law (and attaching reasonable supporting documentation) and the basis for calculation of such amounts, shall be delivered to the Borrower, and shall be conclusive absent manifest error. In preparing any such certificate, a Lender shall be entitled to use averages and to make reasonable estimates, and shall not be required to "match contracts" or to isolate particular transactions. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.12 shall not constitute a waiver of such Lender's right to demand such compensation provided that the Borrower shall not be required to compensate a Lender or the Issuing Bank

pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the Issuing Bank, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the Issuing Bank's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) If any Lender requests compensation under this Section 2.12, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Lender Affiliates, if, in the judgment of such Lender, such designation or assignment (a) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.14, as the case may be, in the future, and (b) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower shall pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment. If any Lender requests compensation under Section 2.12, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 2.12(e), the Borrower may (at its option) (i) replace such Lender in accordance with Section 9.16 (provided that any removal of CIBC as a Lender shall give rise to the immediate right of CIBC to concurrently resign as Agent hereunder) or (ii) the Borrower may, at its election, repay all outstanding amounts due to such affected Lenders (or such portion which has not been acquired pursuant to clause (i) above) and thereupon such Commitment of the affected Lenders shall be permanently cancelled and the aggregate Commitment shall be permanently reduced by the same amount and the Commitment of each of the other Lenders shall remain the same.

(f) If the Lender subsequently recovers all or part of the Additional Compensation paid by the Borrower, it shall repay an equal amount to the Borrower. The obligation to pay such Additional Compensation for subsequent periods will continue until the earlier of termination of the Loan or the Commitment affected by the Change in Law or the lapse or cessation of the Change in Law giving rise to the initial Additional Compensation. A Lender shall make reasonable efforts to limit the incidence of any such Additional Compensation. Notwithstanding the foregoing provisions, a Lender shall only be entitled to rely upon the provisions of this Section 2.12 if and for so long as it is not treating the Borrower in any materially different or in any less favourable manner than is applicable to any other customers of any relevant Lender, where such other customers are bound by similar provisions to the foregoing provisions of this Section 2.12.

2.13 Break Funding Payments.

In the event of the failure by the Borrower to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered by the Borrower pursuant hereto, then, in any such event, the Borrower shall compensate each Lender for the reasonable out-of-pocket loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.13 (including the basis for the calculation) shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

2.14 Taxes.

(a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction or withholding for any Indemnified Taxes; provided that if the Borrower shall be required to deduct or withhold any Indemnified Taxes from such payments, then (i) the sum payable shall be increased as necessary so that, after making all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section 2.14), the Agent, or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deduction or withholding been made, (ii) the Borrower shall make such deduction or withholding, and (iii) the Borrower shall pay to the relevant Governmental Authority in accordance with Applicable Law the full amount deducted or withheld.

(b) In addition to the payments by the Borrower required by Section 2.14(a), the Borrower shall pay any and all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement to the relevant Governmental Authority in accordance with Applicable Law.

(c) The Borrower shall indemnify the Agent, and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes paid by the Agent, such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender, or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

(e) If the Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.14 and, in the Agent's or such Lender's opinion, such refund amount is both reasonably identifiable and quantifiable by it without involving it in an unacceptable administrative burden, it shall pay over such refund amount to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.14 with respect to the Taxes giving rise to such refund, and only to the extent that the Agent or Lender, as applicable, is satisfied that it may do so without prejudice to its right, as against the relevant Governmental Authority, to retain such refund), net of all out-of-pocket expenses of the Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of the Agent or such Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Agent or such Lender if the Agent or such Lender is required to repay such refund to such Governmental Authority. Nothing herein contained shall (i) interfere with the right of the Agent or any Lender to arrange its affairs in whatever manner it thinks fit and, in particular, no Lender shall be under any obligation to claim relief for tax purposes on its corporate profits or otherwise, or to claim such relief in priority to any other claims, reliefs, credits or deductions available to it, or (ii) require the Agent or any Lender to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

2.15 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or amounts payable in respect of amounts payable under any of Sections 2.12, 2.13 or 2.14, or amounts otherwise payable hereunder) prior to 12:00 noon, Toronto time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Agent at the Payment Office, except that payments pursuant to any indemnities contained herein shall be made directly to the Persons entitled thereto. The Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under this Section 2.15 in respect of Base Rate Loans shall be made in U.S. Dollars. All other payments under this Section 2.15 shall be made in Canadian Dollars. The Borrower hereby authorizes the Agent to debit the Borrower's loan account to effect any payment due to the Lenders or the Agent pursuant to this Agreement. Any resulting overdraft in such account shall be payable by the Borrower to the Agent in same day funds.

(b) Unless an Event of Default has occurred and is continuing (in which case, Section 7.2(d) shall apply), if at any time insufficient funds are received by and available to the Agent to pay fully all amounts of principal, interest, fees, amounts payable in respect of amounts payable under any of Sections 2.12, 2.13 or 2.14 and other amounts payable hereunder, any available funds shall be applied (i) first, to pay any fees, indemnities or expense reimbursements then due to the Agent from the Borrower, (ii) second, to pay any fees or expense reimbursements then due to the Lenders from the Borrower, (iii) third, to pay interest due in respect of all Loans, (iv) fourth, to pay or prepay principal of the Loans and unpaid Reimbursement Obligations and (v) fifth, to the payment of any other Obligation due to the Agent or any Lender by the Borrower, including amounts payable under any of Sections 2.12, 2.13 or 2.14 and other amounts otherwise payable hereunder.

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on or fees in respect of any of its Loans or its share of Reimbursement Obligations resulting in such Lender receiving payment of a greater proportion of the aggregate amount of any principal of or interest on or fees in respect of any of its Loans or participations in Reimbursement Obligations than the proportion to which it is entitled, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans or participations in Reimbursement Obligations owed to other Lenders (as the case may be) to the extent necessary so that the benefit of all such payments shall be shared by the Lenders rateably taking into account each of the Applicable Percentages in respect of each Lender; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) this Section 2.15(c) shall not apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in Reimbursement Obligations to any assignee or participant, other than to the Borrower or other Credit Party or any Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Agent shall have received written notice from the Borrower prior to the date on which any payment is due to the Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders, severally agrees to repay to the Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Agent, at the applicable rate for Canadian Prime Loans (if such amount is denominated in Canadian Dollars) or the applicable rate for Base Rate Loans (if such amount is denominated in U.S. Dollars).

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.15(d), then the Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Agent for the account of such Lender to satisfy such Lender's obligations under such Section 2.15(d) until all such unsatisfied obligations are fully paid.

(f) Nothing in this Agreement shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.16 Currency Indemnity.

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement or any other Loan Document, it becomes necessary to convert into a particular currency (the "**Judgment Currency**") any amount due under this Agreement or under any other Loan Document in any currency other than the Judgment Currency (the "**Currency Due**"), then conversion shall be made at the rate of exchange prevailing at noon (Toronto time) on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which the Agent is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by the Agent of the amount due, the Borrower will, on the date of receipt by the Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by the Agent on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by the Agent is the amount then due under this Agreement or such other Loan Document in the Currency Due. If the amount of the Currency Due which the Agent is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower shall indemnify and save the Agent and the Lenders harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Agreement and the other Loan Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Agent from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under this Agreement or any other Loan Document or under any judgment or order.

2.17 Collection of Accounts.

(a) Each Credit Party shall, and shall cause each other Credit Party to, at its expense, enforce, collect and receive all amounts owing on its Accounts in the ordinary course of its business and any proceeds it so receives shall be subject to the terms hereof. Any proceeds received by a Credit Party in respect of Accounts, and any cheques, cash, credit card sales and receipts, notes or

other instruments or property received by a Credit Party with respect to any Collateral, shall be deposited to the Blocked Accounts.

(b) Each Credit Party shall, and shall cause each other Credit Party to: (i) irrevocably authorize and direct any bank which maintains any Credit Party's initial receipt of cash, cheques and other items to promptly wire transfer all available funds to a Blocked Account; and (ii) advise all such banks of the Agent's security interest in such funds. The Borrower shall, and shall cause each other Credit Party to, provide the Agent with prior written notice of any and all deposit accounts opened or to be opened subsequent to the Effective Date. All amounts received by the Agent in payment of Accounts will be credited to the Blocked Account when the Agent is advised by its bank of its receipt of "collected funds" at the Agent's bank account in Toronto, Ontario on the Business Day of such advise if advised no later than 12:00 noon, Toronto time, or on the next succeeding Business Day if so advised after 12:00 noon, Toronto time. No cheques, drafts or other instrument received by the Agent shall constitute final payment to the Agent unless and until such instruments have actually been collected.

(c) Each Credit Party shall, and shall cause each other Credit Party to, establish and maintain, in its own respective name and at its expense, deposit accounts and lock boxes with such banks as are acceptable to the Agent (the "**Blocked Accounts**") into which the Borrower shall promptly cause to be deposited: (i) all proceeds of Collateral received by any Credit Party, including all amounts payable to any Credit Party from credit card issuers and credit card processors, and (ii) all amounts on deposit in deposit accounts used by any Credit Party at each of its locations, all as further provided in Section 2.17(b). The banks at which the Blocked Accounts are established and the applicable Credit Parties shall enter into three-party agreements, in form and substance satisfactory to the Agent (the "**Blocked Account Agreements**"), providing that, among other things, all cash, cheques and items received or deposited in the Blocked Accounts are subject to Liens in favour of the Agent, that the depository bank has no Lien upon, or right of set off against, the Blocked Accounts and any cash, cheques, items, wires or other funds from time to time on deposit therein, except as otherwise provided in the Blocked Account Agreements, on a daily basis the depository bank will wire, or otherwise transfer, in immediately available funds, all funds received or deposited into the Blocked Accounts to such bank account as the Agent may from time to time designate for such purpose. The Borrower hereby confirms and agrees that all amounts deposited in such Blocked Accounts and any other funds received and collected by the Agent, whether as proceeds of Inventory or other Collateral or otherwise, shall be subject to the Liens in favour of the Agent. Concurrently with the establishment by any Credit Party after the date hereof of any bank account, such Credit Party shall provide the Agent with an amended Schedule 3.27 reflecting such new account.

(d) The parties hereto hereby acknowledge, confirm and agree that the implementation of the cash management arrangements is a contractual right provided to the Agent and the Lenders hereunder in order for the Agent and the Lenders to manage and monitor their collateral position and not a proceeding for enforcement or recovery of a claim, or pursuant to, or an enforcement of, any security or remedies whatsoever, that the cash management arrangements contemplated herein are critical to the structure of the lending arrangements contemplated herein, that the Lenders are relying on the Borrower's acknowledgement, confirmation and agreement with respect to such cash management arrangements in making accommodations of credit available to the Borrower and in particular that any accommodations of credit are being provided by the Lenders to the Borrower strictly on the basis of a borrowing base calculation to fully support and collateralize any such accommodations of credit hereunder.

2.18 Letters of Credit.

Subject to Sections 4.1 and 4.2, the Borrower may request, and the Issuing Bank shall issue, Letters of Credit in accordance with this Section 2.18:

(a) Within the limits of the Commitments and the Borrowing Base, and the other limitations contained in this Agreement, the Borrower may obtain Letters of Credit from the Issuing Bank, denominated in Canadian Dollars or U.S. Dollars, in an amount not to exceed the outstanding amount of the Letter of Credit Sub-Line. The issuance of Letters of Credit for amounts in excess of the limitation set forth herein shall at all times and in all respects be in the Agent's sole discretion. It is understood that the form of each Letter of Credit and all documentation in connection therewith, and any amendments, modifications or extensions thereof, must be mutually acceptable to the Agent, the Issuing Bank and the Borrower. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(b) By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or the Lenders, the Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Agent, for the account of the Issuing Bank, such Lender's Applicable Percentage of each disbursement made by the Issuing Bank and not reimbursed by the Borrower on the date due, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. If the Issuing Bank shall make any disbursement in respect of a Letter of Credit, the Borrower shall reimburse such disbursement by paying to the Agent an amount equal to such disbursement not later than 12:00 noon, on the date that such disbursement is made, if the Borrower shall have received notice of such disbursement prior to 10:00 a.m., on such date, or, if such notice has not been received by the Borrower prior to such time on such date, then not later than 12:00 noon, on (i) the Business Day that the Borrower receives such notice, if such notice is received prior to 10:00 a.m., on the day of receipt, or (ii) the Business Day immediately following the day that the Borrower received such notice, if such notice is not received prior to such time on the day of receipt. In the alternative, the Agent shall have the right, without notice to the Borrower, to charge the Borrower's loan account with the amount of any and all indebtedness, liability or obligation of any kind incurred by the Issuing Bank or the Agent under any Letter of Credit at the earlier of (a) payment by the Issuing Bank under any Letter of Credit; or (b) the occurrence and continuance of an Event of Default, unless the Borrower has provided Cover to the Agent in an amount equal to the face amount of all Letters of Credit. If the Agent so charges the Borrower's loan account then the Letter of Credit Exposure ~~Amount~~ with respect to any such Letter of Credit shall be equal to zero. Additionally, if the Borrower fails to comply with this Section 2.18(b) and there is sufficient Excess Availability for the Agent to so charge the Borrower's loan account then the failure to so comply with this Section 2.18(b) shall not be a Default or Event of Default. Any amount so charged to the Borrower's loan account shall be deemed a Canadian Prime ~~Rate~~ Loan or a ~~US~~ Base Rate Loan hereunder, depending on the currency of the Borrower's payment obligation thereunder, and shall incur interest at the rate provided in Section 2.5.

(c) The Borrower unconditionally indemnifies the Agent and the Issuing Bank and holds the Agent and the Issuing Bank harmless from any and all loss, claim or liability incurred by the Issuing Bank or the Agent arising from any transactions or occurrences relating to Letters of Credit established or opened for the Borrower's account, the collateral relating thereto and any drafts or acceptances thereunder, and all Obligations thereunder, including any such loss or claim due to any errors, omissions, negligence, misconduct or action taken by the Issuing Bank, other than for any such loss, claim or liability arising out of or related to the gross negligence or willful misconduct by the Agent or the Issuing Bank. This indemnity shall survive termination of this Agreement.

(d) The Issuing Bank and the Agent shall not be responsible for: (a) the existence, character, quality, quantity, condition, packing, value or delivery of the goods purporting to be represented by any documents; (b) any difference or variation in the character, quality, quantity, condition, packing, value or delivery of the goods from that expressed in the documents; (c) the validity, sufficiency or genuineness of any documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (d) the time, place, manner or order in which shipment is made; partial or incomplete shipment, or failure or omission to ship any or all of the goods referred to in the Letters of Credit or documents; (e) any deviation from instructions; (f) delay, default, or fraud by the shipper and/or anyone else in connection with the goods or the shipping thereof; or (g) any breach of contract between the shipper or vendors and the Borrower.

(e) Each of the Credit Parties agrees that any action taken by the Issuing Bank or the Agent, if taken reasonably and in good faith, under or in connection with any Letter of Credit, the drafts or acceptances, shall be binding on the Credit Parties and shall not result in any liability whatsoever of the Issuing Bank or the Agent to any Credit Party unless arising from the gross negligence or wilful misconduct of the Issuing Bank. In furtherance thereof, the Issuing Bank shall have the full right and authority to: (a) clear and resolve any questions of non compliance of documents; and (b) agree to any amendments, renewals, extensions, modifications, changes or cancellations of any of the terms or conditions of any of the applications, Letters of Credit, drafts or acceptances; all in the sole discretion of the Issuing Bank. The Issuing Bank shall be entitled to comply with and honor any and all such documents or instruments, all without any consent from any Credit Party.

(f) [INTENTIONALLY DELETED]

(g) If any Event of Default shall occur and be continuing, on the third Business Day following the date that the Borrower receives notice from the Agent or the Required Lenders demanding the deposit of Cover, the Borrower shall deposit in an account with the Agent, in the name of the Agent and for the benefit of the Lenders, the required amount of Cover. Such deposit shall be held by the Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Agent to reimburse the Issuing Bank for disbursements pursuant to Letters of Credit for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the Letter of Credit Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide Cover hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived. For so long as such Cover is on deposit as required by this

Section ~~2.19~~(2.18(g)) the Letter of Credit Exposure ~~Amount~~ with respect to any such Letter of Credit for which Cover has been so deposited shall be equal to zero.

2.19 F/X Contracts.

Subject to Sections 4.1 and 4.2, the Borrower may request F/X Contracts in accordance with this Section 2.19:

(a) Within the limits of the Commitments and the Borrowing Base and the other limitations as contained in this Agreement, the Borrower may obtain F/X Contracts in an amount such that the F/X Exposure does not to exceed the outstanding amount of the F/X Contract Sub-Line at the time such F/X Contract is entered into. The entry into F/X Contracts for amounts in excess of the limitation set forth herein shall at all times and in all respects be in the Agent's sole discretion. Any F/X Contract will be documented by separate documentation in the form required by the F/X Bank. The term, form and purpose of the F/X Contract and all confirmations and other documentation in connection therewith, and any amendments, modifications or extensions thereof, must be mutually acceptable to the F/X Bank and the Borrower.

(b) The Agent shall have the right, without notice to the Borrower, to charge the Borrower's loan account with the amount of any and all indebtedness, liability or obligation of any kind incurred by the Agent or the F/X Bank under any F/X Contract at such time which is the earlier of (a) payment by the Agent under the F/X Contract; or (b) the occurrence and continuance of an Event of Default, unless the Borrower has provided Cover to the Agent. Any amount charged to Borrower's loan account shall be deemed a Canadian Prime Loan or a Base Rate Loan hereunder, depending on the currency of the Borrower's payment obligation in respect of such F/X Contract, and shall incur interest at the rate provided in Section 2.5.

(c) Each of the Credit Parties unconditionally indemnifies the Agent and the F/X Bank and holds the Agent harmless from any and all loss, claim or liability incurred by the Agent or the F/X Bank arising from any transactions or occurrences relating to F/X Contracts, the collateral relating thereto, and all Obligations thereunder, including any such loss or claim due to any errors, omissions, negligence, misconduct or action taken by the F/X Bank, other than for any such loss, claim or liability arising out of the gross negligence or wilful misconduct of the Agent or the F/X Bank, as applicable. This indemnity shall survive termination of this Agreement. The Borrower agrees that any charges incurred by the Agent or the F/X Bank, as applicable, are for the Borrower's account and may be charged to the Borrower's loan account.

(d) Each of the Credit Parties agrees that any action taken by the Agent, if taken reasonably and in good faith, or any action taken by the F/X Bank, under or in connection with the F/X Contracts or the Collateral, shall be binding on the Credit Parties and shall not result in any liability whatsoever of the Agent or any Lender to any Credit Party.

(e) All rights, remedies, duties and obligations of the Credit Parties in respect of F/X Contracts shall be secured by the Liens arising under the Security Documents.

2.20 [INTENTIONALLY DELETED]

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

In order to induce the Agent and the Lenders to enter into this Agreement, to make any Loans hereunder, to issue any Letters of Credit hereunder and to permit the Borrower to obtain F/X Contracts, each Credit Party hereby represents and warrants to the Agent and each Lender that

each statement set forth in this Article 3 is true and correct on the date hereof, and (other than those representations given as of a certain time) will be true and correct in all material respects on the date of each Borrowing (unless such representation and warranty is qualified as to materiality in which case it shall be true and correct in all respects), on the date each Letter of Credit is requested hereunder and on the date each Letter of Credit is issued hereunder:

3.1 Organization; Powers.

The Borrower and each other Credit Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now and formerly conducted and is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

3.2 Authorization; Enforceability.

The Transactions are within each Credit Party's corporate or limited partnership powers and have been duly authorized by all necessary action. This Agreement and the other Loan Documents have been duly executed and delivered by Mastermind GP Inc. in its own capacity and as general partner of the Borrower and each other Credit Party party thereto and constitute legal, valid and binding obligations of the Borrower and each other Credit Party party thereto, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganisation, moratorium or other Applicable Laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

3.3 Governmental Approvals; No Conflicts.

As of the date hereof, the Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except as disclosed in Schedule 3.3, (b) will not violate any Applicable Law or the charter, by-laws or other organizational documents of the Borrower or any other Credit Party or any order of any Governmental Authority, (c) will not violate or result in a default under any Material Contract binding upon the Borrower or any other Credit Party or their respective assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any other Credit Party, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any other Credit Party, except for any Lien arising in favour of the Agent, for the benefit of the Lenders, under the Loan Documents.

3.4 Financial Condition; No Material Adverse Effect.

(a) The Borrower has furnished to the Lenders its consolidated balance sheets and statements of income, retained earnings and changes in financial position (i) as of and for the Fiscal Years ended 2011, 2012 and 2013, reported on by its auditors, and (ii) as of and for the fiscal month and the portion of the Fiscal Year ended August 31, 2014, certified by a Responsible Officer. Such financial statements present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of the Borrower as of such dates and for such periods in accordance with GAAP, subject to year end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above.

(b) Since the later of December 31, 2013 and the date of the most recent financial statements delivered pursuant to Section 5.1(a), there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

(c) All written information (including that disclosed in all financial statements) pertaining to the Borrower and the other Credit Parties (other than projections) (in this Section 3.4(c), the **"Information"**) that has been or will be made available to the Lenders, or the Agent by the Borrower and the other Credit Parties, taken as a whole, is or will be, when furnished, complete and correct in all material respects and does not or will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made. The projections that have been or will be made available to the Lenders, or the Agent by the Borrower or any representative of the Borrower have been or will be prepared in good faith based upon reasonable assumptions as at the times referred to therein.

(d) The Borrower has delivered to the Lender its monthly financial projections for its Fiscal Year ending December 31, 2014 and December 31, 2015, including projected balance sheets and income statements. Such financial projections have been prepared in good faith by the Borrower, are based on assumptions which are believed by the Borrower on the date hereof to be reasonable and are based on the best information available to the Borrower as of the date of delivery thereof.

3.5 Litigation.

(a) Except as disclosed in Schedule 3.5, there are no actions, suits, counterclaims or proceedings (including any Tax-related matter) by any Person or to the knowledge of the Borrower, investigation by any Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of the other Credit Parties (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters), or (ii) that involve this Agreement, any other Loan Document, or the Transactions.

(b) Since the date of this Agreement, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in a Material Adverse Effect.

3.6 Compliance with Applicable Laws and Agreements.

The Borrower and each other Credit Party is in compliance with all Applicable Laws applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. Neither the Borrower nor any other Credit Party has violated or failed to obtain any Authorization necessary to the ownership of any of its property or assets or the conduct of its business, which violation or failure could reasonably be expected to have a Material Adverse Effect.

3.7 Ownership.

As at the Effective Date, the registered and beneficial holders of all of the Equity Securities of the Borrower are as set out on Schedule 3.7.

3.8 Taxes.

The Borrower and each other Credit Party has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it (including all instalments with respect to the current period) and has made adequate provision for Taxes for the current period, except Taxes that are being contested in good

faith by appropriate proceedings and for which the Borrower or such other Credit Party, as applicable, has set aside on its books adequate reserves.

3.9 Titles to Real Property.

The Borrower and each other Credit Party have good and valid indefeasible fee simple title to their respective owned real properties (or in Quebec, owned immoveable properties), and with respect to leased real properties, (or in the Province of Quebec, leased immovable property), title to the leasehold estate with respect thereto, pursuant to valid and enforceable leases, free and clear of all Liens except Permitted Liens, and Liens in respect of Priority Payables that are not yet due and payable.

3.10 Titles to Personal Property.

The Borrower and each other Credit Party have title to their respective owned personal property (or in Quebec, owned moveable properties), and with respect to leased personal property, title to the leasehold estate with respect thereto, pursuant to valid and enforceable leases, free and clear of all Liens except Permitted Liens, and Liens in respect of Priority Payables that are not yet due and payable.

3.11 Pension Plans

As of the Effective Date, the Borrower does not have any Pension Plans.

3.12 [INTENTIONALLY DELETED]

3.13 Defaults.

Neither the Borrower nor any other Credit Party is in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default (in any respect that would have a Material Adverse Effect) under any loan or credit agreement, indenture, mortgage, deed of trust, security agreement or other instrument or agreement evidencing or pertaining to any Indebtedness of or Lien against the Borrower or any other Credit Party, or under any Material Contract to which the Borrower or any other Credit Party is a party or by which the Borrower or any other Credit Party is bound, except as disclosed to the Lenders in Schedule 3.13. No Default has occurred and is continuing.

3.14 Casualties; Taking of Properties.

Since December 31, 2013, neither the business nor the properties of the Borrower or any other Credit Party have been affected in a manner that has had, or could reasonably be expected to have, a Material Adverse Effect as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labour disturbance, embargo, requisition or taking of property or cancellation of contracts, permits or concessions by any domestic or foreign Governmental Authority, riot, activities of armed forces, or acts of God or of any public enemy.

3.15 Subsidiaries.

As of the Effective Date, Schedule 3.15 correctly sets forth the (i) names, (ii) form of legal entity, (iii) Equity Securities issued and outstanding, (iv) Equity Securities owned by each Credit Party or a Subsidiary of such Credit Party (and specifying such owner), and (v) jurisdictions of organization of all Credit Parties and their Subsidiaries. Except as described in Schedule 3.15, as of the Effective Date, the Credit Parties directly or indirectly do not own any Equity Securities or debt

security which is convertible, or exchangeable, for Equity Securities of any other Person. Unless otherwise indicated in Schedule 3.15, as of the Effective Date, all of the outstanding Equity Securities of each Credit Party (other than Mastermind GP Inc.) is directly or indirectly owned of record and beneficially by the Borrower, there are no outstanding options, warrants or other rights to purchase Equity Securities of any such Credit Party, and all such Equity Securities so owned are duly authorized, validly issued, fully paid and non-assessable, and were issued in compliance with all applicable federal, provincial or foreign securities and other Applicable Laws, and are free and clear of all Liens, except for Permitted Liens.

3.16 Insurance.

All policies of fire, liability, workers' compensation, casualty, flood, business interruption and other forms of insurance owned or held by the Borrower or any other Credit Party are (a) sufficient for compliance with all requirements of Applicable Law and of all agreements to which the Borrower or any other Credit Party is a party, (b) are valid, outstanding and enforceable policies, (c) provide adequate insurance coverage in at least such amounts and against at least such risks (but including in any event public liability) as are usually insured against in the same general area by Persons engaged in the same or a similar business to the assets and operations of the Borrower and each other Credit Party, (d) will not in any way be adversely affected by, or terminate or lapse by reason of, the Transactions, and (e) are held in the name of a Credit Party. All such material policies are in full force and effect, all premiums with respect thereto have been paid in accordance with their respective terms, and no notice of cancellation or termination has been received with respect to any such policy. Neither the Borrower nor any other Credit Party maintains any formalized self-insurance program with respect to its assets or operations or material risks with respect thereto. The certificate of insurance delivered to the Agent pursuant to Section 4.1(f) contains an accurate and complete description of all material policies of insurance owned or held by the Borrower and each other Credit Party on the Effective Date.

3.17 Solvency.

Neither the Borrower nor any other Credit Party is an "insolvent person" within the meaning of the BIA.

3.18 Material Contracts.

Schedule 3.18 sets out all Material Contracts as of the Effective Date. A true and complete copy of each Material Contract has been delivered to the Agent as of the Effective Date. As of the Effective Date each of the Material Contracts is in full force and effect. Neither the Borrower nor any other Credit Party is in default under or in breach of any term or condition of any Material Contract that would have, either individually or in the aggregate, a Material Adverse Effect, nor is the Borrower or any other Credit Party aware of any material default under or material breach of any term or condition of any Material Contract by any other party thereto that would have, either individually or in the aggregate, a Material Adverse Effect.

3.19 Environmental Matters.

Except as disclosed to the Lenders in the Disclosed Matters schedule (Schedule 3.19):

(a) Environmental Laws. Neither any property of the Borrower or any other Credit Party nor the operations conducted thereon violate any applicable order of any court or Governmental Authority or any Environmental Laws, which violation could reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable

Governmental Authority of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant property.

(b) Notices and Permits. All notices, permits, licenses or similar authorizations, if any, required to be obtained or filed by the Borrower or any other Credit Party in connection with the operation or use of any and all property of the Borrower or any other Credit Party, including but not limited to past or present treatment, transportation, storage, disposal or Release of Hazardous Materials into the environment, have been duly obtained or filed, except to the extent the failure to obtain or file such notices, permits, licenses or similar authorizations could not reasonably be expected to have a Material Adverse Effect, or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant property.

(c) Hazardous Substances Carriers. All Hazardous Materials generated at any and all property of the Borrower or any other Credit Party have been treated, transported, stored and disposed of only in accordance with all Environmental Laws applicable to them, except to the extent the failure to have such Hazardous Materials transported, treated or disposed by such carriers could not reasonably be expected to have a Material Adverse Effect, and only at treatment, storage and disposal facilities maintaining valid permits under applicable Environmental Laws, which carriers and facilities have been and are operating in compliance with such permits, except to the extent the failure to have such Hazardous Materials treated, transported, stored or disposed at such facilities, or the failure of such carriers or facilities to so operate, could not reasonably be expected to have a Material Adverse Effect or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant property.

(d) Hazardous Materials Disposal. In the course of the operations of the Borrower and the other Credit Parties and, to the knowledge of the Borrower and the other Credit Parties with respect to the operations of others, no Hazardous Materials have been disposed of or otherwise Released and there has been no threatened Release of any Hazardous Materials on or to any property of the Borrower or any other Credit Party other than in compliance with Environmental Laws, except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect or which could not reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant property.

(e) No Contingent Liability. The Borrower and the other Credit Parties have no material contingent liability in connection with any Release or threatened Release of any Hazardous Materials into the environment other than such contingent liabilities at any one time and from time to time which could reasonably be expected to exceed \$250,000 and for which adequate reserves for the payment thereof as required by GAAP have been provided, or which could reasonably be expected to result in remedial obligations having a Material Adverse Effect, assuming disclosure to the applicable Governmental Authority of all relevant facts, conditions and circumstances, if any, pertaining to such Release or threatened Release.

3.20 Employee Matters.

Except as set forth on Schedule 3.20, as of the Effective Date, none of the Borrower or any of the other Credit Parties, nor any of their respective employees, is subject to any collective bargaining agreement. There are no strikes, slowdowns, work stoppages or controversies pending or, to the best knowledge of the Borrower, threatened against the Borrower or any other Credit Party, or their respective employees, which could reasonably be expected to have, either individually

or in the aggregate, a Material Adverse Effect. Except as set forth in Schedule 3.20, as of the Effective Date, none of the Borrower nor any other Credit Party is subject to an employment contract providing for a fixed term of employment or providing for special payments on termination of employment. Each of the Borrower and the other Credit Parties has withheld from each payment to each of their respective officers, directors and employees the amount of all Taxes, including income tax, Canada Pension Plan, Québec Pension Plan, employment insurance and other payments and deductions required to be withheld therefrom, and has paid the same to the proper taxation or other receiving authority in accordance with Applicable Law. None of the Borrower nor any other Credit Party is subject to any claim by or liability to any of their respective officers, directors or employees for salary (including vacation pay) or benefits which would rank in whole or in part *pari passu* with or prior to the Liens created by the Security Documents, other than Permitted Liens to the extent reserved for as Priority Payables of any Credit Party.

3.21 Fiscal Year.

The Fiscal Year of each Credit Party ends on December 31 of each calendar year.

3.22 Intellectual Property Rights.

The Borrower and each Credit Party is the registered and beneficial owner of, with good and marketable title, free of all licenses, franchises and Liens other than Permitted Liens, to all patents, patent applications, trade marks, trade mark applications, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, or other rights with respect to the foregoing and other similar property, used in or necessary for the present and planned future conduct of its business, without any conflict with the rights of any other Person, other than as listed on Schedule 3.22, or other than for such conflicts as could not reasonably be expected to have a Material Adverse Effect. All material patents, trade marks, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, and other similar rights owned or licensed by the Borrower or any other Credit Party as of the Effective Date, and all rights of the Borrower and each other Credit Party as of the Effective Date to the use of any patents, trade marks, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, or other similar rights, are described in Schedule 3.22 (collectively, the “**Intellectual Property Rights**”). Except as set forth in Schedule 3.22 as of the Effective Date, no material claim has been asserted and is pending by any Person with respect to the use by the Borrower or any other Credit Party of any intellectual property or challenging or questioning the validity, enforceability or effectiveness of any intellectual property necessary for the conduct of the business of the Borrower or any other Credit Party. Except as disclosed in Schedule 3.22 or except as could not reasonably be expected to have a Material Adverse Effect, (i) the Borrower and each other Credit Party has the exclusive right to use the intellectual property which the Borrower (or each other Credit Party) owns, (ii) all applications and registrations for such intellectual property are current, and (iii) to the knowledge of the Borrower and the other Credit Parties, the conduct of the Borrower’s and each other Credit Party’s business does not infringe the intellectual property rights of any other Person.

3.23 Residency of Borrower for Tax Purposes.

As of the Effective Date, each of the Credit Parties is a resident of Canada for tax purposes.

3.24 Restricted Payments.

Since the Effective Date, no Restricted Payment has been declared, paid, or made upon or in respect of Equity Securities of any Credit Party except as expressly permitted hereby.

3.25 Indebtedness.

None of the Credit Parties has any Indebtedness except (a) the Obligations, (b) the Indebtedness set forth in the most recent financial statements delivered to the Agent, or the notes thereto, (c) Tax obligations (including deferred Taxes), trade payables and other contractual obligations arising in the ordinary course of business as carried on by the Credit Parties and their Subsidiaries since the date of such financial statements, and (d) Indebtedness permitted under Section 6.1.

3.26 Workers' Compensation.

None of the Credit Parties has any unpaid workers' compensation or like obligations except as are being incurred, and paid on a current basis in the ordinary course of business, and there are no proceedings, claims, actions, orders or investigations of any Governmental Authority relating to workers' compensation outstanding, pending or, to their knowledge, threatened relating to them or any of their employees or former employees which could reasonably be expected to have a Material Adverse Effect.

3.27 Bank Accounts.

Schedule 3.27 contains a complete and accurate list of all bank accounts maintained by the Credit Parties with any bank or other financial institution as of the Effective Date.

3.28 Real Property and Leases.

Schedule 3.28 hereto is a correct and complete list of all real property owned by each Credit Party, all leases and subleases of real property or personal property by any Credit Party, as lessee or sublessee, and all leases and subleases of real property or personal property by any Credit Party, as lessor or sublessor.

3.29 Further Real Property Matters.

(a) Except as advised in writing to the Agent, no investigation or proceeding of any Governmental Authority is pending in respect of real property owned by any of the Credit Parties. No part of any such real property has been condemned, taken or expropriated by any Governmental Authority, federal, state, provincial, municipal or any other competent authority.

(b) Except as advised in writing to the Agent, all present uses in respect of any real property of the Credit Parties may lawfully be continued and all permitted uses are satisfactory for the Credit Parties' current and intended purposes; and

(c) As of the Effective Date, no Inventory is located at any leased real property of the Credit Parties except as indicated in Schedule 3.28.

3.30 Jurisdictions of Credit Parties.

Schedule 3.30 sets out, as of the Effective Date, (i) the various jurisdictions in which the Borrower and each other Credit Party carries on business or has tangible assets (other than inventory in transit) having an aggregate value in excess of Cdn.\$50,000, and (ii) the chief executive office, principal place of business and the office where it keeps its records respecting its Credit Card Account Receivables.

3.31 Corporate Name; Prior Transactions.

Except as set forth in Schedule 3.31, none of the Credit Parties has during the five (5) years preceding the Effective Date used any other corporate, or been a party to any amalgamation, merger or consolidation, or acquired all or substantially all of the assets of any Person or acquired any of its or their Property out of the ordinary course of business.

3.32 Brokers.

Except as set forth on Schedule 3.32, no broker or finder acting on behalf of any Credit Party or Affiliate thereof brought about the obtaining, making or closing of the Commitments or the Loans, and no Credit Party or Affiliate thereof has any obligation to any Person in respect of any finder's or brokerage fees in connection therewith.

3.33 Customer and Trade Relations.

As of the Effective Date, there exists no actual or, to the knowledge of any Credit Party, threatened termination or cancellation of the business relationship of any Credit Party with any supplier material to its operations.

**ARTICLE 4
CONDITIONS**

4.1 Effective Date.

The obligations of the Lenders to make Loans or to permit the issuance of a Letter of Credit or to permit the Borrower to obtain an F/X Contract shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.2):

(a) Credit Agreement. The Agent (or its counsel), each Lender, and the Issuing Bank shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of each party hereto, or (ii) written evidence satisfactory to the Agent (which may include facsimile transmission of a signed signature page of this Agreement) that each such party has signed a counterpart of this Agreement.

(b) Legal Opinions. The Agent shall have received a favourable written opinion of counsel to the Borrower and the Credit Parties, in a form satisfactory to the Agent, acting reasonably, and covering such other matters relating to the Borrower, the Credit Parties, this Agreement, the Security Documents, or the Transactions as the Lenders shall reasonably request (together with copies of all factual certificates and legal opinions delivered to such counsel in connection with such opinion upon which counsel has relied).

(c) Corporate Certificates. The Agent shall have received:

- (i) certified copies of the resolutions of the Board of Directors of Mastermind GP Inc., and any other Credit Party which is a party to any Loan Document, dated as of the Effective Date, and approving, as appropriate, the Loans, this Agreement and the other Loan Documents, and all other documents, if any, to which the Borrower or such other Credit Party is a party and evidencing corporate authorization with respect to such documents; and
- (ii) a certificate of a Responsible Officer of Mastermind GP Inc., and any other Credit Party which is a party to any Loan Document, dated as of the

Effective Date, and certifying (A) the name, title and true signature of each officer of such Person authorized to execute this Agreement and the other Loan Documents to which it is a party, (B) the name, title and true signature of each officer of such Person authorized to provide the certifications required pursuant to this Agreement, including certifications required pursuant to Section 5.1 and Borrowing Requests, and (C) that attached thereto is a true and complete copy of the articles of incorporation (or equivalent) and bylaws of the Borrower, and any other Credit Party which is a party to any Loan Document, as amended to date, and a recent certificate of status, certificate of compliance, good standing certificate or analogous certificate (if available).

(d) Closing Conditions Certificate. The Agent shall have received a certificate, dated the Effective Date and signed by a Responsible Officer of the Borrower, confirming compliance with the conditions set forth in Section 4.2(a) and (b).

(e) Fees. The Agent and the Lenders shall have received all fees and other amounts due and payable on or prior to the Effective Date, including, to the extent invoiced, reimbursement or payment of all legal fees and other Out-of-Pocket Expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document, and all fees payable hereunder.

(f) Insurance. The Agent shall have received a certificate of insurance dated not more than 30 days prior to the Effective Date, evidencing that the Borrower and the Credit Parties are carrying insurance in accordance with Section 5.9 hereof.

(g) Inventory Control Systems; Appraisal; Field Audit; Opening Availability. The Agent shall have reviewed and be satisfied with the Collateral, the inventory control systems, the books and records and the reporting capability of the Credit Parties. The Agent shall have received appraisals, completed by a reputable and independent appraisal firm at the expense of the Borrower, determining the net orderly liquidation value of the inventory of the Credit Party. In addition, the Agent shall have received the results of an updated field audit, and the Borrowing Base on the Effective Date shall be sufficient in value, as determined by Agent, to provide Borrower with Excess Availability, after giving effect to the extensions of credit to be made hereunder on the Effective Date (on a pro forma basis, with trade payables being paid currently, and expenses and liabilities being paid in the ordinary course of business and without acceleration of sales or deterioration of working capital) of at least \$3,000,000.

(h) Execution and Delivery of Documentation. The Borrower and any other Credit Party which is a party to any Loan Document shall have duly authorized, executed and delivered all documents, including Loan Documents, required hereunder, all in form and substance satisfactory to the Agent, acting reasonably, and all of the Security Documents shall have been registered in all offices in which, in the opinion of the Agent or its counsel, registration is necessary or of advantage to preserve the priority of the Liens intended to be created thereby (or where real property registrations have not yet been completed because of land registry office registration delays, the title insurer has confirmed that gap coverage is in effect under the title insurance policy or commitment to title insure), and duplicate copies of such Security Documents bearing or accompanied by appropriate endorsements or certificates of registration shall have been delivered to the Agent. The Agent shall have received and be satisfied with the results of all personal property, bankruptcy, execution and other searches conducted by the Agent and its counsel with respect to the Borrower and any other Credit Party in all jurisdictions selected by the Agent and its counsel. The Agent shall have received and be satisfied with all estoppel letters, acknowledgements, waivers, subordinations, postponements, discharges, priority agreements and inter-creditor and non-disturbance agreements as the Agent may reasonably require to ensure its first priority, subject to Permitted Liens, over and

unfettered access to, the Collateral or, in the Permitted Discretion of the Agent, have implemented Availability Reserves in connection therewith.

(i) Security Documents. The Agent shall have received:

- (i) a guarantee executed by each Credit Party other than the Borrower in favour of the Agent, as agent for the Lenders, dated as of the Effective Date;
- (ii) a general security agreement (or movable hypothec with respect to any personal property located in the Province of Quebec) executed by each Credit Party in favour of the Agent, as agent for the Lenders, dated as of the Effective Date, constituting a first-priority Lien on all property from time to time of each Credit Party, subject to no Liens except Permitted Liens;
- (iii) an assignment of insurance executed by each Credit Party in favour of the Agent, as agent for the lenders, dated as of the Effective Date; and
- (iv) security under Section 427 of the *Bank Act* (Canada), executed by the Borrower in favour of each Lender qualified to hold such security, in each case in respect of any amounts owing by the Borrower to such Lender,

provided that if any of the foregoing documents are not suitable for use in any jurisdiction, the applicable Credit Party shall provide to the Agent alternative document(s) with substantially equivalent substantive effect and which are suitable for use in such jurisdiction.

(j) Regulatory Approval; Consents; Waivers. The Agent and the Lenders shall be satisfied, acting reasonably, that all material Authorizations required in connection with the Transactions contemplated hereby have been obtained and are in full force and effect (including all approvals listed in Schedule 3.3), and that all consents and waivers required to consummate the Transactions have been obtained, to the extent that consummation of the Transactions would otherwise be restricted or prohibited under the terms of any Material Contract to which the Borrower or any other Credit Party is a party, or by which it is bound, in each case without the imposition of any burdensome provisions.

(k) Delivery of Financial Statements. The Agent and the Lenders shall have received and be satisfied with the financial statements described in Section 3.4(a) and unaudited consolidated and consolidating balance sheets of the Borrower and its Subsidiaries (*pro forma* as of the Effective Date).

(l) No Material Adverse Change. The Agent and the Lenders shall be satisfied that, since December 31, 2013, there has not been a Material Adverse Change.

(m) Indebtedness. The Transactions contemplated in this Agreement and the other Loan Documents shall not have caused any event or condition to occur which has resulted, or which will result, in any Material Indebtedness becoming due prior to its scheduled maturity or that permits (with or without the giving of notice, the lapse of time, or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, or which will result in the creation of any Liens under any Indebtedness.

(n) Blocked Account/Cash Management Systems. The Agent shall have received evidence satisfactory to the Agent that, as of the Effective Date, blocked account and cash

management systems complying with Section 2.17 have been established and are currently being maintained in the manner set forth in such Section 2.17, and the Agent shall have received copies of duly executed tri-party blocked account and other control agreements satisfactory to the Agent, acting reasonably, with the banks and other Persons as required by Section 2.17.

(o) Material Contracts. The Agent and the Lenders shall be satisfied with the terms and conditions of each of the Material Contracts.

(p) Cancellation of Existing Credit Lines. The Agent shall have received one or more pay off letters, in form and substance satisfactory to the Agent, confirming that the Borrower shall have repaid all amounts outstanding under its existing credit lines, and that all such existing credit lines shall have been cancelled permanently.

(q) Capitalization Arrangement. The Lenders shall be satisfied with the capital structure of the Borrower, that the Borrower is solvent, and that the Borrower has sufficient working capital to pay its debts as they become due.

(r) Judgments/Litigation. The Agent shall be satisfied that there are no judgments outstanding, and no legal or administrative proceedings (including in any court arbitrator or any Governmental Authority) pending or threatened except as expressly permitted hereunder which could reasonably be expected to give rise to a Material Adverse Effect.

(s) Equity Injection. The Borrower shall provide a certificate confirming that at least \$5,750,000 was invested in the Borrower in July 2014.

(t) "Know Your Customer" Information. The Agent and the Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

(u) Other Documentation. The Agent and the Lenders shall have received such other documents and instruments as are customary for transactions of this type or as they may reasonably request.

The obligations of the Lenders to make Loans hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.2) at or prior to 3:00 p.m., Toronto time, on October 24, 2014 (and, in the event such conditions are not so satisfied or waived by such time, the Commitments shall terminate at such time). The conditions set forth in Section 4.1 are for the exclusive benefit of the Lenders, and may be waived by the Lenders in accordance with Section 9.2 at any time and from time to time, with or without further conditions.

4.2 Each Credit Event

The obligations of the Lenders to make any Loan or to permit the issuance of any Letter of Credit or to permit the Borrower to obtain any F/X Contract (including the initial Borrowing hereunder) shall be conditional upon each of the following conditions being satisfied (or waived in accordance with Section 9.2):

(a) the representations and warranties of the Borrower set forth in this Agreement shall be true and correct in all material respects on and as of the date of each such Borrowing (unless such representation and warranty is qualified as to materiality in which case it shall be true and correct in all respects) (including the date of issuance, amendment, renewal or extension of such

Letter of Credit, as applicable) as if made on such date (except where such representation or warranty refers to a different date);

(b) at the time of and immediately after giving effect to such Borrowing (including the issuance, amendment, renewal or extension of such Letter of Credit, as applicable), no Default shall have occurred and be continuing; and

(c) the Agent shall have received a Borrowing Request in the manner and within the time period required by Section 2.3; and

(d) except as may be otherwise agreed to from time to time by the Agent and the Borrower in writing, after giving effect to the extension of credit requested to be made by the Borrower on such date, the aggregate Exposure will not exceed the lesser of (i) the Commitments, or (ii) an amount equal to the Borrowing Base.

Each Borrowing, including each issuance, amendment, renewal or extension of a Letter of Credit, shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the accuracy of the matters specified in paragraphs (a) and (b) above. This requirement does not apply on the conversion or rollover of an existing Borrowing provided that the aggregate outstanding Borrowings will not be increased as a consequence thereof.

ARTICLE 5 AFFIRMATIVE COVENANTS

From (and including) the Effective Date until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit and F/X Contracts shall have expired and been terminated and all Reimbursement Obligations have been satisfied by the Borrower, the Borrower and each other Credit Party covenants and agrees with the Lenders that:

5.1 Financial Statements and Other Information.

The Borrower will furnish to the Agent and each Lender:

(a) as soon as available and in any event within 120 days after the end of each Fiscal Year of the Borrower, its audited consolidated balance sheet and related statements of income, retained earnings and changes in financial position as of the end of and for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by PriceWaterhouseCoopers LLP or other independent auditors of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower on a consolidated basis in accordance with GAAP consistently applied;

(b) as soon as available and in any event within 30 days after the end of each calendar month, its unaudited consolidated balance sheet and related statements of income, retained earnings and changes in financial position as of the end of such month and the then elapsed portion of the Fiscal Year which includes such calendar month, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by a Responsible Officer as presenting fairly in all material respects the financial condition and results of operations of the Borrower on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of notes;

(c) concurrently with the financial statements required pursuant to Sections 5.1(a) and (b) above, a certificate of the Borrower, signed by a Responsible Officer in the form of Exhibit G;

(d) copies of each management letter issued to the Borrower by its auditors promptly following consideration or review thereof by the Board of Directors of the Borrower, or any committee thereof (together with any response thereto prepared by the Borrower);

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any other Credit Party with any securities commission, stock exchange or similar entity, and all materials distributed out of the ordinary course by the Borrower to its limited partners and which relate to matters in which any Lender or the Agent, in such capacities, can reasonably be expected to have an interest;

(f) promptly upon the request of the Agent, and in any event no less frequently than the tenth Business Day of each calendar month (the "Monthly Borrowing Base Reporting Requirement"), ~~(together with a copy of all or any part of the following reports requested by any Lender in writing after the Effective Date)~~, a Borrowing Base Report, as of the last day of the immediately preceding calendar month that reflects the Accounts as at the last business day of such month, together with a report of Priority Payables as at such date, accompanied by such supporting detail and documentation as shall be requested by the Agent in its reasonable discretion including:

- (i) an accounts receivable aging (including both summary and detail format) showing Credit Card Account Receivables outstanding, aged from invoice date as follows: 1 to 5 days and 6 days or more past due, accompanied by such supporting detail and documentation as shall be requested by the Agent in its reasonable discretion, including the ledger for disputed/legal accounts;
- (ii) a calculation of the Credit Card Account Receivables which would not meet the criteria of an Eligible Credit Card Account Receivables;
- (iii) a copy of the internally generated month end cash receipts and collections journal;
- (iv) Borrower prepared reconciliation of the cash receipts journal to the blocked depository account;
- (v) a detailed, monthly, Inventory listing of the Borrower and each Credit Party by location, type and product group with a supporting perpetual Inventory report, in each case, accompanied by such supporting detail and documentation as shall be requested by the Agent in its Permitted Discretion; such summaries and reports shall include the dollar value thereof both at cost, determined on a first-in, first out basis, and at fair market value;
- (vi) a calculation and report as to the Inventory which does not meet the definition of Eligible Inventory;
- (vii) detailed monthly accounts payable aging including an aged listing of the ten largest accounts payable for the month; and
- (viii) written confirmation that all rent payments under each lease of real property (under which a Credit Party is a tenant) has been paid.

collectively, the “Borrowing Base Reporting Materials”:

(g) If Excess Availability is less than 15% of the Borrowing Base for five consecutive Business Days (other than any Business Days that fall, either in whole or in part, within the Weekly Borrowing Base Reporting Trigger Exclusion Period) (the “Weekly Borrowing Base Reporting Trigger”), no less frequently than Wednesday of each week (collectively, the “Weekly Borrowing Base Reporting Requirement”), together with a copy of all or any part of the following reports requested by any Lender in writing after the Eighth Amendment Effective Date, a Borrowing Base Report as of the Business Day of the immediately preceding calendar week that reflects the Accounts as at the last Business Day of such week, together with a report of Priority Payables as at such date, accompanied by such supporting detail and documentation as shall be requested by the Agent it is reasonable discretion, including the Borrowing Base Reporting Materials. Upon the occurrence of the Weekly Borrowing Base Reporting Trigger, the Monthly Borrowing Base Reporting Requirement shall cease to apply, until the occurrence of the Borrowing Base Reporting Reversion Trigger;

(h) If, after a Weekly Borrowing Base Reporting Trigger occurs, Excess Availability remains equal to or greater than 15% of the Borrowing Base for 30 consecutive Business Days (the “Borrowing Base Reporting Reversion Trigger”), the Weekly Borrowing Base Reporting Requirement shall cease to apply, and the Monthly Borrowing Base Reporting Requirement will apply;

(i) ~~(g)~~ monthly within 30 days of the last day of each calendar month:

- (i) a copy of the internally generated general ledger report as at the month end;
- (ii) a reconciliation of Credit Card Account Receivables aging to the general ledger and to the financial statement as at the month end;
- (iii) a reconciliation of the monthly inventory perpetual listing to the general ledger and to the financial statement as at the month end; and
- (iv) promptly upon receipt thereof, copies of all material correspondence, actuarial valuation reports and other filings with any pension regulators or the applicable Governmental ~~Entity~~ Authority to which such correspondence, reports and filings must be sent (including any filings furnished to the trustee under any Pension Plan and any valuation reports prepared by the Borrower’s actuary and confirming that all contributions to be made in respect of the Pension Plans have been made when due).

(j) ~~(h)~~ such other reports designating, identifying and describing the Accounts and Inventory as required by the Agent and on a more frequent basis as the Agent may reasonably request in its reasonable credit discretion;

(k) ~~(i)~~ the results of each physical verification, if any, that the Borrower may have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory, within 30 days of completion of any such physical verification (and, if a Default or an Event of Default has occurred and be continuing, the Borrower shall, upon the request of the Agent, conduct, and deliver the results of, such physical verifications as the Agent may require);

(l) ~~(j)~~ such appraisals of the inventory of the Borrower and the Credit Parties as the Agent may request at any time, such appraisals to be conducted at the expense of the Borrower by an appraiser that is acceptable to the Agent, and shall be in scope, form and substance acceptable

to the Agent; provided that the Borrower shall be responsible for the expenses of only one (1) appraisal in any Fiscal Year unless the Borrower has Average Excess Availability less than 15% of the Borrowing Base calculated on a rolling 30-day period as of such date (or the Borrower has Average Excess Availability less than 5% of the Borrowing Base for the period of the Seasonal Bulge) in which case the Borrower will be responsible for the expenses of two (2) sets of appraisals in that Fiscal Year. If an Event of Default has occurred and is continuing then the Borrower will be liable for the expenses of any further appraisals (in any Fiscal Year) required by the Agent in its Permitted Discretion;

(m) ~~(k)~~ promptly after the Borrower learns of the receipt or occurrence of any of the following, a certificate of the Borrower, signed by a Responsible Officer, specifying (i) any official notice of any violation, possible violation, non-compliance or possible non-compliance, or claim made by any Governmental Authority pertaining to all or any part of the properties of the Borrower or any other Credit Party which could reasonably be expected to have a Material Adverse Effect, (ii) any event which constitutes a Default or Event of Default, together with a detailed statement specifying the nature thereof and the steps being taken to cure such Default or Event of Default, (iii) the receipt of any notice from, or the taking of any other action by, the holder of any promissory note, debenture or other evidence of Indebtedness of the Borrower or any other Credit Party in an amount in excess of Cdn.\$250,000 with respect to an actual or alleged default, together with a detailed statement specifying the notice given or other action taken by such holder and the nature of the claimed default and what action the Borrower or the relevant Subsidiary is taking or proposes to take with respect thereto, (iv) any default or non-compliance of any party to any of the Loan Documents with any of the terms and conditions thereof or any notice of termination or other proceedings or actions which could reasonably be expected to adversely affect any of the Loan Documents, (v) the creation, dissolution, merger or acquisition of any Subsidiary of the Borrower, (vi) any event or condition not previously disclosed to the Agent, which violates any Environmental Law and which could potentially, in the Borrower's reasonable judgment, have a Material Adverse Effect, (vii) any material amendment to, termination of, or material default under a Material Contract or any execution of, or material amendment to, termination of, or material default under, any material collective bargaining agreement, and (viii) any other event, development or condition which may reasonably be expected to have a Material Adverse Effect;

(n) ~~(j)~~ promptly after the occurrence thereof, notice of the institution of or any material adverse development in any action, suit or proceeding or any governmental investigation or any arbitration before any court or arbitrator or any Governmental Authority against the Borrower or any other Credit Party or any of its or their Subsidiaries or any material property of any thereof which could reasonably be expected to have a Material Adverse Effect;

(o) ~~(m)~~ promptly after the filing thereof with any Governmental Authority (if requested by the Agent), copies of each annual and other material report (including applicable schedules and actuarial reports) with respect to each Pension Plan of the Borrower or any other Credit Party or any trust created thereunder;

(p) ~~(n)~~ at the cost of the Borrower, a report or reports of an independent collateral field examiner (which collateral field examiner may be the Agent or an Affiliate thereof) approved (i) by the Borrower, whose approval shall not be unreasonably withheld, and (ii) by the Agent with respect to the Eligible Accounts and Eligible Inventory components included in the Borrowing Base. The Agent may (and, at the direction of the Required Lenders, shall) request such reports or additional reports as it (or the Required Lenders) shall reasonably deem necessary; provided that the Borrower shall be responsible for the expenses of only one (1) set of appraisal in any Fiscal Year unless, the Borrower has Average Excess Availability less than 15% of the Borrowing Base calculated on a rolling 30-day period as of such date (or the Borrower has Average Excess Availability less than 5% of the Borrowing Base for the period of the Seasonal Bulge) in which case the Borrower will be

responsible for the expenses of two (2) field examination in that Fiscal Year. If an Event of Default has occurred and is continuing then the Borrower will be liable for the expense of any additional field examinations in such Fiscal Year;

(g) ~~(e)~~ upon request by the Agent, a summary of the insurance coverages of the Borrower and any other Credit Party, in form and substance reasonably satisfactory to the Agent, and upon renewal of any insurance policy, a copy of an insurance certificate summarizing the terms of such policy, and upon request by the Agent, copies of the applicable policies;

(r) ~~(e)~~ on or before May 31st of each year, an annual budget of the Borrower on a consolidated and consolidating basis (consolidating on the basis of principal lines of business of Mastermind GP Inc.), approved by the Board of Directors of Mastermind GP Inc., setting forth in reasonable detail and on a monthly basis the projected revenues and expenses (including capital expenditures) of the Borrower for the following Fiscal Year, it being recognized by the Lenders that projections as to future results are not to be viewed as fact and that the actual results for the period or periods covered by such projections may differ from the projected results;

(s) ~~(e)~~ on or prior to January 31 of each year, a preliminary forecast of the Borrower on a consolidated basis; and

(t) ~~(e)~~ concurrently with any delivery of financial statements under Section 5.1 (a) or (b) above, a certificate of a Responsible Officer of the Borrower (i) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 5.1(a) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate, (ii) identifying all its Subsidiaries existing on the date of such certificate and indicating, for each such Subsidiary, and whether such Subsidiary is a Guarantor and whether such Subsidiary was formed or acquired since the end of the previous calendar month, (iii) identifying any parcels of real property or improvements thereto that have been acquired by any Credit Party since the end of the previous calendar month, and (iv) identifying any Permitted Acquisitions that have been completed since the end of the previous calendar month, including the date on which each such Permitted Acquisition was completed and the consideration therefor.

5.2 Existence; Conduct of Business.

Each Credit Party will do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence (subject only to Section 6.3), and obtain, preserve, renew and keep in full force and effect any and all rights, licenses, permits, privileges and franchises material to the conduct of its business.

5.3 Payment of Obligations.

Each Credit Party will pay its obligations, including Tax liabilities, that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, and (b) the Borrower or such other Credit Party has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

5.4 Maintenance of Properties.

Each Credit Party will keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

5.5 Books and Records; Inspection Rights.

Each Credit Party will keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. Each Credit Party will permit any representatives designated by the Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, during normal business hours and not more than twice per Fiscal Year provided that there shall be no limitation for visits and inspections while there exists an Event of Default.

5.6 Compliance with Applicable Laws and Material Contracts.

Each Credit Party will comply with all Applicable Laws and orders of any Governmental Authority applicable to it or its property and with all of its Material Contracts, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Credit Party shall modify, amend or alter its certificate or articles of incorporation, [or, in the case of the Borrower, its limited partnership agreement if such modification, amendment or alteration would have an adverse effect of the Lenders.](#)

5.7 Use of Proceeds and Letters of Credit.

The proceeds of the Revolving Loans will be used for working capital and other general corporate purposes of the Borrower which shall include, without being limiting, Capital Expenditures and the opening of new "Mastermind" stores. The proceeds of the Term Loans will be used to finance new "Mastermind" store openings. [The proceeds of the BCAP Loans will only be used to provide additional liquidity to the Borrower to finance the Borrower's operations and such proceeds shall not be used for any other purpose, including to repay or refinance existing debt obligations of the Borrower, to make shareholder contributions, shareholder loans, buy back stock, issue stock options, or pay any bonuses or pay increased executive compensation.](#)

5.8 Further Assurances.

Each Credit Party will cure promptly any defects in the execution and delivery of the Loan Documents, including this Agreement. Upon request, each Credit Party will, at its expense, as promptly as practical, execute and deliver to the Agent, all such other and further documents, agreements and instruments in compliance with or performance of the covenants and agreements of the Borrower or any other Credit Party in any of the Loan Documents, including this Agreement, or to further evidence and more fully describe the Collateral, or to correct any omissions in any of the Loan Documents, or more fully to state the security obligations set out herein or in any of the Loan Documents, or to perfect, protect or preserve any Liens created pursuant to any of the Loan Documents, or to make any recordings, to file any notices, or obtain any consents, all as may be necessary or appropriate in connection therewith, in the judgment of the Agent, acting reasonably.

5.9 Insurance.

Each Credit Party shall maintain insurance on its property and assets under such policies of insurance, with such insurance companies, in such reasonable amounts and covering such insurable risks as a prudent Person engaged in a similar business and owning or leasing similar properties and assets in the same general area as the Credit Parties operate. All such policies shall list the Agent as a loss payee or additional insured (as applicable). All original policies (or true copies thereof) which relate to Collateral are to be delivered to the Agent, with the loss payable endorsement in the Agent's favour, and shall provide for not less than thirty (30) days prior written

notice to the Agent of the exercise of any right of cancellation. Upon the occurrence and continuance of an Event of Default, the Agent shall, subject to the rights of any holders of Permitted Liens holding claims senior to the Agent, have the sole right, in the name of the Agent, the Borrower or any other applicable Credit Party, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies. If any part of the Collateral is lost or damaged by fire or other casualty and the insurance proceeds for such loss or damage is less than or equal to \$250,000, such insurance proceeds shall be paid to the Borrower. Notwithstanding the foregoing, to the extent such insurance proceeds are received by the Agent, the Agent shall promptly, and in any event within one (1) Business Day of receipt, remit such insurance proceeds to the applicable Credit Party. If any part of the Collateral is lost or damaged by fire or other casualty and the insurance proceeds for such loss or damage is greater than \$250,000, such insurance proceeds shall be paid to the Borrower, and the Borrower may irrevocably elect (by delivering written notice to the Agent) to reinvest the proceeds of such insurance in the business of the Credit Parties. If such election is not made by the Borrower, insurance proceeds shall be used by the Borrower to first repay outstanding Term Loans then to pay the Revolving Loans (if any) and thereafter ~~Revolving~~ BCAP Loans (if any) (provided that no such repayment of Revolving Loans or BCAP Loans, as applicable, shall reduce the Commitments of the Lenders to provide the Revolving Credit or BCAP Credit, respectively). Notwithstanding the foregoing, to the extent that such insurance proceeds are received by the Agent, the Agent shall promptly, and in any event within one (1) Business Day of receipt, remit such insurance proceeds to the Borrower to be applied in accordance with this Section 5.9. If the Borrower does not, or cannot, elect to use the insurance proceeds as set forth above, the Agent may, subject to the rights of any holders of Permitted Liens holding claims senior to the Agent in respect of such insurance proceeds, (i) if no Event of Default has occurred and is continuing, apply the insurance proceeds to the payment of any Term Loans until paid in full and ~~(b)(i)~~ (ii) if an Event of Default has occurred and is continuing, apply the insurance proceeds to the Obligations in such manner and in such order as the Agent may reasonably elect. Upon the occurrence and during the continuance of an Event of Default, all insurance proceeds in respect of any Collateral shall be paid to the Agent. The Agent may apply such insurance proceeds to the Obligations in such manner as it may deem advisable in its sole discretion. In the event the Borrower fails to provide the Agent with timely evidence, acceptable to the Agent, of the maintenance of insurance coverage required pursuant to this Section 5.9, or in the event that any Credit Party fails to maintain such insurance, the Agent may purchase or otherwise arrange for such insurance, but at the Borrower's expense and without any responsibility on the Agent's part for: (i) obtaining the insurance; (ii) the solvency of the insurance companies; (iii) the adequacy of the coverage; or (iv) the collection of claims. The insurance acquired by the Agent may, but need not, protect the Borrower's or any other Credit Party's interest in the Collateral, and therefore such insurance may not pay claims which the Borrower may have with respect to the Collateral or pay any claim which may be made against the Borrower in connection with the Collateral. In the event the Agent purchases, obtains or acquires insurance covering all or any portion of the Collateral, the Borrower shall be responsible for all of the applicable costs of such insurance, including premiums, interest (at the applicable interest rate for Revolving Loans set forth in Section 2.5), fees and any other charges with respect thereto, until the effective date of the cancellation or the expiration of such insurance. The Agent may charge all of such premiums, fees, costs, interest and other charges to the Borrower's loan account. The Borrower hereby acknowledges that the costs of the premiums of any insurance acquired by the Agent may exceed the costs of insurance which the Borrower may be able to purchase on its own. In the event that the Agent purchases such insurance, the Agent will promptly, and in any event within fifteen (15) days, notify the Borrower of said purchase.

5.10 [INTENTIONALLY DELETED]

5.11 Additional Subsidiaries; Additional Liens.

If, at any time on or after the Effective Date, the Borrower or any other Credit Party creates or acquires an additional Subsidiary or in some other fashion becomes the holder of any Equity Securities of a new Subsidiary, then to the extent permitted by Applicable Law, the Borrower and the other Credit Parties will cause such new Subsidiary to immediately execute and deliver to the Agent a guarantee, and security agreements, hypothecs and other security-related documents covering such new Subsidiary's Inventory, Accounts and other Collateral, all in form and substance satisfactory to the Agent, acting reasonably. In addition, if at any time on or after the Effective Date, the Borrower or any other Credit Party has Inventory, Accounts or other Collateral located in any jurisdiction in which the Agent does not hold duly perfected security in respect of the Inventory, Accounts or other Collateral of such Credit Party in such jurisdiction, the applicable Credit Party shall give notice to the Agent of those facts. If the Agent, acting reasonably, determines that it is practical to perfect security in such jurisdiction, the applicable Credit Party shall promptly execute all such security agreements, hypothecs and other security-related documents covering such Credit Party's Inventory, Accounts or other Collateral in such jurisdiction, all in form and substance satisfactory to the Agent, acting reasonably, and shall take all such action as may reasonably be required to ensure that the Liens in favour of the Agent in respect of the Inventory, Accounts or other Collateral of such Credit Party located in such jurisdiction are duly perfected. In connection with the execution and delivery of any guarantee, security agreement, intellectual property security agreements, hypothecs or related document pursuant to this Section, the Borrower and each other Credit Party will cause to be delivered to the Agent such corporate resolutions, certificates, legal opinions and such other related documents and registrations as shall be reasonably requested by the Agent and consistent with the relevant forms and types thereof delivered on the Effective Date or as shall be otherwise reasonably acceptable to the Agent. Each guarantee, security agreement, intellectual property security agreements, hypothecs and other documents delivered pursuant to this Section shall be deemed to be a Security Document from and after the date of execution thereof. For greater certainty, the Credit Parties acknowledge that, to the extent that Collateral is located in a jurisdiction in which the Agent does not hold duly perfected security in such Collateral in such jurisdiction, such Collateral is not eligible for inclusion in the Borrowing Base.

5.12 Security Matters

(i) Other than personal property in transit, the Credit Parties shall keep all Collateral in jurisdictions in which all required filings have been made for the perfection of the Liens created by the Security Documents, (ii) each Credit Party shall not change the location of its chief executive office or the location of the office where it keeps its records respecting the Credit Card Account Receivables without giving prior written notice to the Agent of the new location and the date upon which such change is to take effect, (iii) upon the request of the Agent, each Credit Party shall deliver to the Agent possession of all originals of all negotiable documents, instruments and chattel paper owned or held by such Credit Party (duly endorsed in blank, if requested by the Agent), and (iv) at the request of the Agent, each Credit Party shall execute and deliver to the Agent any document required to acknowledge or register or perfect the Agent's interest in any intellectual property maintained by such Credit Party.

5.13 ~~Fixed Charge Coverage Ratio Covenant~~ Minimum EBITDA Covenant.

~~The Borrower will, at all times maintain a Fixed Charge Coverage Ratio at a level not less than 1.0:1.0. The Borrower's compliance with this Section 5.13 shall be tested monthly as at the last day of each month.~~

(a) Minimum EBITDA. The Borrower shall have, at the end of each month set forth below, EBITDA for the year-to-date period then ended of not less than the following:

<u>Fiscal Month</u>	<u>Minimum EBITDA</u>
<u>April 2020</u>	<u>(6,289,000)</u>
<u>May 2020</u>	<u>(8,483,000)</u>
<u>June 2020</u>	<u>(10,205,000)</u>
<u>July 2020</u>	<u>(11,850,000)</u>
<u>August 2020</u>	<u>(12,977,000)</u>
<u>September 2020</u>	<u>(14,428,000)</u>
<u>October 2020</u>	<u>(15,436,000)</u>
<u>November 2020</u>	<u>(13,789,000)</u>
<u>December 2020</u>	<u>(7,057,000)</u>

Notwithstanding the foregoing the parties hereto acknowledge and agree that the “Minimum EBITDA” thresholds set forth above are based upon a year-to-date EBITDA forecast submitted by the Borrower to the Lenders prior to the Eighth Amendment Effective Date, and if such year-to-date EBITDA forecast proves to be inaccurate as a result of material changes to the store re-opening assumptions previously provided and in acceptable form and substance to the Lenders (e.g. if stores are mandated to shut down again subsequent to re-opening) and/or adjustments are required for any permanent store closures, such forecast may be resubmitted by the Borrower to the Agent (in a form acceptable to the Agent, acting reasonably) and the “Minimum EBITDA” thresholds set forth above will be amended (notwithstanding Section 9.2(b)) by the Agent accordingly, acting reasonably.

The Borrower’s compliance with this Section 5.13 shall be tested monthly as at the last day of each month. The minimum EBITDA requirement for each month on a year-to-date basis for the period from January 2021 to July 2021 (the “2021 Minimum EBITDA Requirement”) shall be determined based upon the annual forecast delivered to the Agent pursuant to Section 5.1(s). The 2021 Minimum EBITDA Requirement will be reflected in an amendment to the Credit Agreement to be agreed to in writing by the Borrower, Agent and Lenders.

5.14 [INTENTIONALLY DELETED]

5.15 [INTENTIONALLY DELETED]

5.16 Environmental Laws.

Each of the Borrower and the other Credit Parties will conduct its business in compliance in all material respects with all Environmental Laws applicable to it or them, including those relating to the Credit Parties’ generation, handling, use, storage and disposal of Hazardous Materials. Each of the Borrower and the other Credit Parties will take prompt and appropriate action to respond to any non-compliance or alleged non-compliance with Environmental Laws, and the Borrower shall

regularly report to the Agent on such response to the extent such non-compliance or alleged non-compliance could reasonably be expected to result in a Material Adverse Effect or remedial obligations having a Material Adverse Effect. Without limiting the generality of the foregoing, whenever any Credit Party gives notice to the Agent pursuant to Section 5.1(~~k~~m)(vi) and the Agent so requests, the Credit Parties shall, at the applicable Credit Party's expense:

(a) cause an independent environmental engineer acceptable to the Agent in its reasonable discretion to evaluate technical issues related to the non-compliance or alleged non-compliance and, where reasonable, conduct such tests of the site where the non-compliance or alleged non-compliance with Environmental Laws has occurred, and prepare and deliver to the Agent a report setting forth technical issues and the results of any such tests, a proposed plan for responding to any environmental problems described therein (where reasonably necessary, as determined in conjunction with legal counsel), and an estimate of the costs thereof;

(b) provide to the Agent a supplemental report of such engineer whenever the scope of the environmental problem, or the Credit Party's, and any other Person's response thereto or the estimated costs thereof, shall change to a material extent. Such reports shall also be addressed to the Agent and the Lenders and shall, as requested by the Agent, set out the results of such engineers' review of, among other things:

- (i) the internal policies and procedures of the Credit Parties relating to environmental regulatory compliance to ensure that all appropriate steps are being taken by or on behalf of the Credit Parties to comply in all material respects with all applicable requirements of Environmental Laws;
- (ii) the progress of compliance satisfaction, capital expenditures required to effect remedial steps and compliance deficiencies related to the matter for which notice was provided under Section 5.1(~~k~~m)(vi);
- (iii) all other environmental audit reports which the Credit Parties or any predecessor has commissioned in the normal conduct of its business which relate to the subject matter of such notice; and
- (iv) the engineers' report and recommendations on results of tests performed or samples taken by it during the course of its review, irregularities or steps which may be taken to ensure continued compliance, as well as such other matters as the Borrower and/or the Agent may reasonably request from time to time in relation to the subject matter of such notice.

5.17 Landlords' Agreement, Mortgagee Agreements, Bailee Letters and Real Estate Purchases.

Each Credit Party shall use commercially reasonable efforts to obtain an Acceptable Landlord Waiver or Acceptable Bailee Letter, as applicable, from the lessor of each leased property, or bailee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located to the extent such Collateral shall be included in the Borrowing Base. Without limiting the foregoing, the Borrower shall use commercially reasonable efforts to deliver to the Agent within 60 days following the Effective Date (i) executed copies of Acceptable Landlord Waivers for each parcel of leased real property, and (ii) executed copies of Acceptable Bailee Letters (provided that the obligation of the Borrower shall only be to use commercially reasonable efforts to obtain such bailee letters) from each bailee who is in possession of any Collateral of any of the Credit Parties which is included in the Borrowing Base as at the Effective Date. With respect to such locations or warehouse space leased or owned as of the Effective Date and thereafter, if the

Agent has not received an Acceptable Landlord Waiver or Acceptable Bailee Letter, as applicable, the Agent may establish such rent reserves with respect to leased premises and other Availability Reserves with respect to any other such location as may be established by the Agent in its Permitted Discretion. At any time following the Effective Date, no Inventory which is to be included in the Borrowing Base shall be located on real property that is leased or shall be shipped to a processor or converter under arrangements established after the Effective Date unless and until the Agent has established such rent reserves with respect to leased premises and other Availability Reserves with respect to any other such location as may be established by the Agent in its Permitted Discretion) or, unless and until an Acceptable Landlord Waiver or Acceptable Bailee Letter, as applicable, shall first have been obtained with respect to such location. Each Credit Party shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or public warehouse where any Collateral is or may be located. Notwithstanding the foregoing, should there exist no Event of Default no rent reserves shall be applied with respect to a leased premise.

5.18 [INTENTIONALLY DELETED]

5.19 Canadian Pension Plans.

The Borrower will not establish, maintain or commence contributing to any Pension Plans that provide defined benefit pension benefits. None of the Borrower, or any Credit Party or any of their respective Affiliates is subject to, nor will it be subject to (without the prior consent of the Agent), the United States Employee Retirement Income Security Act of 1974, as amended.

5.20 Collateral Monitoring and Review.

Upon the request of the Agent, after reasonable notice and during normal business hours, the Borrower permit the Agent or professionals (including, consultants, accountants, and/or appraisers) retained by the Agent to conduct appraisals, commercial finance examinations and other evaluations, including, of (i) the Credit Parties' practices in the computation of the Borrowing Base, and (ii) the assets included in the Borrowing Base and financial information such as, but not limited to, sales, gross margins, payables, accruals and reserves, related to the calculation of the Borrowing Base. In connection with any inventory appraisal and commercial finance examination relating to the computation of the Borrowing Base, the Borrower shall make such adjustments to the calculation of the Borrowing Base as the Agent shall reasonably require in its Permitted Discretion based upon the terms of this Agreement and the results of such inventory appraisal and commercial finance examination.

5.21 Physical Inventories.

The Borrower will cause physical inventories and periodic cycle counts to be undertaken, at the expense of the Credit Parties, in each case consistent with past practices (but in no event less frequently than one physical inventory per Fiscal Year), conducted by such inventory takers and following such methodology as is consistent with the immediately preceding inventory or as otherwise may be satisfactory to the Agent in its Permitted Discretion. The Agent, at the expense of the Credit Parties, may participate in and/or observe each scheduled physical count of Inventory which is undertaking on behalf of any Credit Party. The Credit Parties, within thirty days following the completion of any such inventory, shall provide the Agent with a reconciliation of the results of such inventory (as well as of any other physical inventory or cycle counts undertaken by a Credit Party) and shall post such results to the Credit Parties' stock ledgers and general ledgers, as applicable.

5.22 Application under the CCAA.

The Borrower acknowledges that its business and financial relationships with the Agent and the Lenders are unique from its relationship with any other of its creditors. The Borrower agrees that it shall not file any plan of arrangement under the *Companies' Creditors Arrangement Act* (the "**CCAA Plan**") which provides for, or would permit, directly or indirectly, the Agent or the Lenders to be classified in the same class with any other creditor of the Credit Parties for purposes of such CCAA Plan.

ARTICLE 6 NEGATIVE COVENANTS

From (and including) the Effective Date until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit and F/X Contracts shall have expired and been terminated and all Reimbursement Obligations have been satisfied by the Borrower, the Borrower and each other Credit Party covenants and agrees with the Lenders that:

6.1 Indebtedness.

No Credit Party will create, incur, assume or permit to exist any Indebtedness, except:

- (a) any Indebtedness created hereunder or under any other Loan Document;
- (b) any Indebtedness existing on the date hereof and set forth in Schedule 6.1 (including, any extensions or renewals of any such Indebtedness but excluding any replacements of any such Indebtedness);
- (c) any Indebtedness of one Credit Party to another Credit Party;
- (d) any Guarantee by a Credit Party of Indebtedness of any other Credit Party which is permitted hereunder;
- (e) any Indebtedness of the Credit Parties incurred under Purchase Money Liens or Capital Lease Obligations in an aggregate amount not exceeding Cdn.\$250,000 for all Credit Parties;
- (f) any Indebtedness in respect of trade letters of credit or Letters of Credit; and
- (g) any Indebtedness in respect of Swap Transactions entered into in compliance with Section 6.5, provided that the aggregate notional amounts under all such Swap Transactions shall not exceed \$500,000;
- (h) any Indebtedness in respect of corporate credit cards in a maximum amount not to exceed \$150,000; and
- (i) any Indebtedness consented to in writing by the Required Lenders.

6.2 Liens.

No Credit Party will, and no Credit Party will permit any Credit Party to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by any

Credit Party or assign or sell any income or revenues (including Accounts of the Credit Parties) or rights in respect of any thereof, except Permitted Liens.

6.3 Fundamental Changes; Asset Sales.

(a) No Credit Party will merge into or amalgamate or consolidate with any other Person (other than with another Credit Party), or permit any other Person (other than with another Credit Party) to merge into or amalgamate or consolidate with it, or sell, transfer, lease or otherwise except as permitted by Section 6.3(c) dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or any of the Equity Securities of any of its Subsidiaries (in each case, whether now owned or hereafter acquired) other than with another Credit Party, or liquidate or dissolve without the prior written consent of the Agent.

(b) No Credit Party will engage to any material extent in any material business other than businesses of the type conducted by the Credit Party on the date of execution of this Agreement and businesses reasonably related or incidental thereto.

(c) No Credit Party will make any sale, lease, license, transfer, assignment or other disposition of all or any portion of its business, assets, rights, revenues or property, real, personal or mixed, tangible or intangible, whether in one transaction or a series of related transactions, other than (a) inventory sold in the ordinary course of business upon customary credit terms, (b) sales or dispositions of scrap or obsolete property which are not material in the aggregate, (c) sales or other dispositions of other assets not exceeding \$250,000 in any Fiscal Year.

6.4 Investments, Loans, Advances, Guarantees and Acquisitions.

Each Credit Party will not purchase, hold or acquire (including pursuant to any amalgamation with any Person that was not a Credit Party prior to such amalgamation) any Equity Securities, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any obligations of, or make or permit to exist any Investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person or otherwise make an Acquisition, except:

- (a) Investments by a Credit Party in the Equity Securities of any other Credit Party;
- (b) loans or advances made by one Credit Party to any other Credit Party;
- (c) Guarantees constituting Indebtedness permitted by Section 6.1;
- (d) Permitted Acquisitions;
- (e) Permitted Investments; and
- (f) Investments consented to in writing by the Required Lenders.

6.5 Swap Transactions.

No Credit Party will enter into any Swap Transaction or engage in any transactions in respect thereof, except (i) Swap Transactions entered into by the Borrower to hedge or mitigate risks to which the Borrower or any other Credit Party has actual exposure (other than those in respect of Equity Securities), (ii) Swap Transactions entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or

otherwise) with respect to any interest-bearing liability or investment of the Borrower or any other Credit Party, and (iii) F/X Contracts entered into pursuant to Section 2.19.

6.6 Restricted Payments.

No Credit Party will (without the prior written consent of the Agent) declare, pay or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except ~~(a) the Borrower may declare and pay dividends or make Restricted Payments with respect to its Equity Securities payable solely in additional Equity Securities, (b) any Credit Party (other than the Borrower) may declare and pay dividends or make Restricted Payments to the Borrower or any other Credit Party (other than the Borrower) and any Credit Party (other than the Borrower) may redeem or repurchase its own Equity Securities, (c) the payment of management fees to Birch Hill Equity Management Ltd. in an aggregate amount not to exceed \$250,000 (plus tax) in any Fiscal Year, provided that there exists no Default or Event of Default at the time of the making of such payment, (d) the Borrower may make Restricted Payments to its partners in or in respect of any period in an aggregate amount equivalent to the taxes which would otherwise have been payable to the relevant tax authorities if the Borrower were a corporation; (e) the Borrower may redeem, purchase or otherwise acquire Equity Securities of the Borrower owned by any Employee Holdco upon the applicable employee, officer or director of such Employee Holdco ceasing to be an officer, director or employee of the Borrower or Mastermind GP Inc. provided that no such acts~~ no such act may be taken unless each of the following items are satisfied: (w) ~~in the case of items (a) and (b) above, the Seasonal Bulge has been terminated, (x) there exists no Default or Event of Default (y) the Borrower maintains Average Excess Availability for the 30 days prior to the contemplated payment of no less than 15% of the Borrowing Base, and (z) the Borrower maintains Average Excess Availability for the 30 days after the contemplated payment of no less than 15% of the Borrowing Base, and (f) the Borrower may make other Restricted Payments subject to the terms herein: (i) if there has been no advance under the Term Loan, (w) the Seasonal Bulge has been terminated, (x) there exists no Default or Event of Default, (y) the Borrower maintains Average Excess Availability for the 30 days prior to the contemplated payment of no less than 15% of the Borrowing Base and (z) the Borrower maintains Average Excess Availability for the 30 days after the contemplated payment of no less than 15% of the Borrowing Base, or (ii) if there has been an advance of a Term Loan, (v) the Seasonal Bulge has been terminated, (w) there exists no Default or Event of Default, (x) the Borrower has a Fixed-Charge Coverage Ratio of no less than 1.0:1.0, (y) the Borrower has Average Excess Availability for the 30 days prior to the contemplated payment of no less than 15% of the Borrowing Base~~ x) there exists no Default or Event of Default, (y) the Borrower maintains Average Excess Availability for the 30 days prior to the contemplated payment of no less than 15% of the Borrowing Base, and (z) the Borrower maintains Average Excess Availability for the 30 days after the contemplated payment of no less than 15% of the Borrowing Base.

6.7 Transactions with Affiliates.

No Credit Party will sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) in the ordinary course of business at prices and on terms and conditions not less favourable to the Credit Party than could be obtained on an arm's-length basis from unrelated third parties, (b) transactions between or among the Credit Parties not involving any other Affiliate, and (c) pursuant to any transaction giving rise to the payment of any Restricted Payment permitted by Section 6.6. The foregoing restrictions shall not apply to: (i) the payment of reasonable and customary fees to directors of the Credit Party, (ii) any other transaction with any employee, officer or director of a Credit Party pursuant to employee profit sharing and/or benefit plans and compensation and non-competition arrangements in amounts customary for corporations similarly situated to the Credit Party and entered into in the ordinary course of business and approved by the board of directors of the Credit Party, or (iii) any reimbursement of reasonable

out-of-pocket costs incurred by an Affiliate of the Credit Party on behalf of or for the account of the Credit Party.

6.8 [INTENTIONALLY DELETED]

6.9 Restrictive Agreements.

No Credit Party will directly or indirectly, enter into, incur or permit to exist any Material Contract that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, (b) the ability of a Credit Party (other than the Borrower) to pay dividends or other distributions with respect to any Equity Securities or with respect to, or measured by, its profits or to make or repay loans or advances to the Borrower or any other Credit Party or to provide a Guarantee of any Indebtedness of the Borrower or any other Credit Party, or (c) the ability of the Borrower or any other Credit Party to sell, lease or transfer any of its property to the Borrower or any other Credit Party; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by Applicable Law or by the Loan Documents, (ii) the foregoing shall not apply to restrictions and condition existing on the date hereof identified on Schedule 6.9 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary of the Borrower pending such sale, provided such restrictions and conditions apply only to the Subsidiary of the Borrower that is to be sold and such sale is permitted hereunder, (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, and (v) clause (a) of the foregoing shall not apply to customary provisions in leases and other ordinary course contracts restricting the assignment thereof.

6.10 Capital Lease Obligations.

No Credit Party will create, incur, assume or suffer to exist, any Capital Lease Obligations, whether directly or as a guarantor, if, after giving effect thereto, the aggregate amount of all payments (for both principal and interest) required to be made by the Credit Parties on a consolidated basis pursuant to such Capital Lease Obligations would exceed Cdn.\$250,000 in any Fiscal Year.

6.11 Sales and Leasebacks.

No Credit Party will enter into any arrangement, directly or indirectly, with any Person whereby the Credit Party shall sell or transfer any property, whether now owned or hereafter acquired, and whereby the Credit Party shall then or thereafter rent or lease as lessee such property or any part thereof or other property which the Credit Party intends to use for substantially the same purpose or purposes as the property sold or transferred.

6.12 Pension Plan Compliance.

No Credit Party will permit to exist any Pension Plan that provides defined benefit pension benefits), or acquire an interest in any Person if such Person sponsors, maintains or contributes to, or at any time in the six-year period preceding such acquisition has sponsored, maintained, or contributed to any Pension Plan (that provides defined benefit pension benefits).

6.13 Sale or Discount of Receivables.

No Credit Party will discount or sell (with or without recourse) any of its Accounts.

6.14 Unconditional Purchase Obligations.

No Credit Party will enter into or be a party to, any Material Contract for the purchase of materials, supplies or other property or services, if such contract requires that payment be made by it regardless of whether or not delivery of such materials, supplies or other property or services is ever made, provided that this Section 6.14 shall not restrict the ability of any Credit Party to enter into any such contract in the ordinary course of its business to the extent that the materials, supplies or other property or services which are the subject matter of such contract are reasonably expected to be used by the applicable Credit Party in the ordinary course of its business.

6.15 [INTENTIONALLY DELETED]

6.16 No Amendments to Material Contracts.

No Credit Party will amend, modify or terminate (or waive any provision of or provide any consent under), any Material Contract in a manner which may reasonably be expected to have a Material Adverse Effect.

**ARTICLE 7
EVENTS OF DEFAULT**

7.1 Events of Default.

It shall constitute an event of default ("**Event of Default**") if any one or more of the following shall occur:

(a) the Borrower shall fail to pay any principal of any Loan or, subject to the terms of this Agreement, any reimbursement obligation in respect of any Letter of Credit when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) above) payable under this Agreement, within three (3) Business Days the same shall become due and payable;

(c) any representation or warranty made or deemed made by or on behalf of any Credit Party in any Loan Document shall prove to have been incorrect when made or deemed to be made;

(d) any Credit Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.1(~~km~~)(ii) (notices of Defaults or Events of Default), 5.7, or in Article 6 (or in any comparable provision of any other Loan Document);

(e) any Credit Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clauses (a), (b) or (d) above) or any other Loan Document, and such failure shall continue unremedied for a period of 30 days after notice thereof from the Agent to the Borrower (which notice will be given at the request of any Lender);

(f) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this Section 7.1(f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness so long as the proceeds of such sale or transfer are sufficient to, and are applied to, reduce such secured Indebtedness to nil;

(g) any Credit Party:

- (i) becomes insolvent, or generally does not or becomes unable to pay its debts or meet its liabilities as the same become due, or admits in writing its inability to pay its debts generally, or declares any general moratorium on its indebtedness, or proposes a compromise or arrangement between it and any class of its creditors;
- (ii) commits an act of bankruptcy under the BIA, or makes an assignment of its property for the general benefit of its creditors under the BIA, or makes a proposal (or files a notice of its intention to do so) under the BIA;
- (iii) institutes any proceeding seeking to adjudicate it an insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts or any other relief, under any federal, provincial or foreign Applicable Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization (other than as permitted hereunder), receivership, plans of arrangement or relief or protection of debtors (including the BIA, the *Companies' Creditors Arrangement Act* (Canada), the *United States Bankruptcy Code* and any applicable corporations legislation) or at common law or in equity, or files an answer admitting the material allegations of a petition filed against it in any such proceeding;
- (iv) applies for the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property; or
- (v) takes any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in this Section 7.1(g) or in Section 7.1(h), or otherwise acts in furtherance thereof,

(h) any petition is filed, application made or other proceeding instituted against or in respect of any Credit Party:

- (i) seeking to adjudicate it an insolvent;
- (ii) seeking a receiving order against it under the BIA;
- (iii) seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its

debts or any other relief under any federal, provincial or foreign Applicable Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors (including the BIA, the *Companies' Creditors Arrangement Act* (Canada) or the *United States Bankruptcy Code* and any applicable corporations legislation) or at common law or in equity; or

- (iv) seeking the entry of an order for relief or the appointment of, or the taking of possession by, a receiver, interim receiver, receiver/manager, sequestrator, conservator, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its property;

and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 30 days after the institution thereof, provided that if an order, decree or judgment is granted or entered (whether or not entered or subject to appeal) against the Credit Party thereunder in the interim, such grace period will cease to apply, and provided further that if the Credit Party files an answer admitting the material allegations of a petition filed against it in any such proceeding, such grace period will cease to apply;

- (i) any other event occurs which, under the Applicable Laws of any applicable jurisdiction, has an effect which is comparable to any of the events referred to in either of Sections 7.1(h) or (i);

- (j) one or more judgments for the payment of money in a cumulative amount in excess of Cdn.\$250,000 (or its then equivalent in any other currency) in the aggregate, other than any judgment or order for which one or more of the Credit Parties will, to the satisfaction of the Agent (acting reasonably), recover under a policy of insurance is rendered against the Borrower, any other Credit Party or any combination thereof and the Borrower or the other Credit Party has not (i) provided for its discharge in accordance with its terms within 30 days from the date of entry thereof, or (ii) procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment has not been stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal, provided that if enforcement and/or realization proceedings are lawfully commenced in respect thereof in the interim, such grace period will cease to apply;

- (k) any property of any Credit Party having a fair market value in excess of Cdn.\$250,000 (or its then equivalent in any other currency) in the aggregate is seized (including by way of execution, attachment, garnishment, levy or distraint), or any Lien thereon securing Indebtedness in excess of Cdn.\$250,000 (or its then equivalent in any other currency) is enforced, or such property has become subject to any charging order or equitable execution of a Governmental Authority, or any writ of execution or distress warrant exists in respect of the Borrower, any other Credit Party or the property of any of them, or any sheriff or other Person becomes lawfully entitled by operation of law or otherwise to seize or distrain upon such property and in any case such seizure, enforcement, execution, attachment, garnishment, distraint, charging order or equitable execution, or other seizure or right, continues in effect and is not released or discharged for more than 45 days or such longer period during which entitlement to the use of such property continues with the Credit Party (as the case may be), and the Credit Party (as the case may be) is contesting the same in good faith and by appropriate proceedings, provided that if the property is removed from the use of the Credit Party (as the case may be), or is sold, in the interim, such grace period will cease to apply;

- (l) one or more final judgments, not involving the payment of money and not otherwise specified in this Section 7.1(m), has been rendered against any Credit Party, other than any

judgment or order for which one or more of the Credit Parties will, to the satisfaction of the Agent (acting reasonably), recover under a policy of insurance, the result of which could reasonably be expected to result in a Material Adverse Effect, so long as the Credit Party (as the case may be) has not (i) provided for its discharge in accordance with its terms within 30 days from the date of entry thereof, or (ii) procured a stay of execution thereof within 30 days from the date of entry thereof and within such period, or such longer period during which execution of such judgment has been stayed, appealed such judgment and caused the execution thereof to be stayed during such appeal, provided that if enforcement and/or realization proceedings are lawfully commenced in respect thereof in the interim, such grace period will cease to apply;

(m) this Agreement, any other Loan Document or any material obligation or other provision hereof or thereof at any time for any reason terminates or ceases to be in full force and effect and a legally valid, binding and enforceable obligation of any Credit Party (or EDC, with respect to the EDC Guarantee Documents), is declared to be void or voidable or is repudiated, or the validity, binding effect, legality or enforceability hereof or thereof is at any time contested by any Credit Party (or EDC, with respect to the EDC Guarantee Documents), or any Credit Party or EDC denies that it has any or any further liability or obligation hereunder or thereunder or any action or proceeding is commenced to enjoin or restrain the performance or observance by any Credit Party (or EDC, with respect to the EDC Guarantee Documents) of any material terms hereof or thereof or to question the validity or enforceability hereof or thereof, or at any time it is unlawful or impossible for any Credit Party (or EDC, with respect to the EDC Guarantee Documents) to perform any of its material obligations hereunder or thereunder;

(n) any Lien purported to be created by any Security Document shall cease to be, or shall be asserted by any Credit Party not to be, a valid, perfected, first priority (except as otherwise expressly provided in Loan Documents) Lien in Collateral with a fair market value or book value (whichever is greater) in excess, individually or in the aggregate, of Cdn.\$100,000 (or the equivalent in any other currency);

(o) a Material Adverse Change shall occur;

(p) a Change in Control shall occur;

(q) if any report of the Borrower's auditors contains any material qualification which is unacceptable to the Lenders acting reasonably; or

(r) if any Credit Party or any of its Subsidiaries violates any Environmental Law which results in an Action Request, Violation Notice or other notice or control order or cancellation of any license or certificate or approval, that results in a material disruption of any Credit Party's business or that could reasonably be expected to have a Material Adverse Effect;

then, and in every such event, and at any time thereafter during the continuance of such event or any other such event, the Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind except as set forth earlier in this paragraph, all of which are hereby waived by the Borrower, (iii) apply any amounts outstanding to the credit of the Borrower to repayment of all amounts outstanding under

this Agreement, and (iv) declare any or all of the Security Documents to be immediately enforceable.

7.2 Remedies.

(a) If an Event of Default has occurred and is continuing, the Agent may, in its discretion, and shall, at the direction of the Required Lenders, do one or more of the following at any time or times and in any order, without notice to or demand on the Borrower: (i) reduce the Commitments, or the advance rates against Eligible Accounts and/or Eligible Inventory used in computing the Borrowing Base, or reduce one or more of the other elements used in computing the Borrowing Base; (ii) restrict the amount of or refuse to make Revolving Loans [or BCAP Loans](#); (iii) restrict or refuse to provide Letters of Credit and F/X Contracts; (iv) terminate the Commitments; (v) declare any or all Obligations to be immediately due and payable; and (vi) pursue its other rights and remedies under the Loan Documents and applicable law and equity.

(b) If an Event of Default has occurred and is continuing and without limiting any rights or remedies arising under the Security Documents, (i) the Agent shall have for the benefit of the Lenders, in addition to all other rights of the Agent and the Lenders, the rights and remedies of a secured party under applicable law (including, as applicable, the PPSA and Civil Code of Quebec) in the jurisdiction where the Collateral is located and all rights and remedies provided for in the Loan Documents; (ii) the Agent may, at any time, take possession of the Collateral and keep it on the Borrower's or any Guarantor's premises, at no cost to the Agent or any Lender, or remove any part of it to such other place or places as the Agent may desire, or the Borrower or any Guarantor shall, upon the Agent's demand, at the Borrower's cost, assemble the Collateral and make it available to the Agent at a place convenient to the Agent; and (iii) the Agent may sell and deliver any Collateral at public or private sales, for cash, upon credit or otherwise, at such prices and upon such terms as the Agent deems advisable, in its sole discretion, and may postpone or adjourn any sale of the Collateral by an announcement at the time and place of sale or of such postponed or adjourned sale without giving a new notice of sale. Without in any way requiring notice to be given in the following manner, the Borrower and each of the Guarantors agree that, subject to Applicable Law, any notice by the Agent of sale, disposition or other intended action hereunder or in connection herewith, whether required by the PPSA and Civil Code of Quebec or otherwise, shall constitute reasonable notice to the Borrower and Guarantors if such notice is mailed by registered or certified mail, return receipt requested, postage prepaid, or is delivered personally against receipt, at least fifteen (15) days prior to such action to the Borrower's address specified in or pursuant to Section 9.1. If any Collateral is sold on terms other than payment in full at the time of sale, no credit shall be given against the Obligations until the Agent or the Lenders receive payment, and if the buyer defaults in payment, the Agent may resell the Collateral without further notice to the Borrower or any Guarantor. If the Agent seeks to take possession of all or any portion of the Collateral by judicial process, the Borrower and each of the Guarantors irrevocably waives: (A) the posting of any bond, surety or security with respect thereto which might otherwise be required; (B) any demand for possession prior to the commencement of any suit or action to recover the Collateral; and (C) any requirement that the Agent retain possession and not dispose of any Collateral until after trial or final judgment. The Borrower and each of the Guarantors agree that the Agent and Lenders have no obligation to preserve rights to the Collateral or marshal any Collateral for the benefit of any Person. The Agent is hereby granted a license or other right to use, without charge, all of the Borrower's and each Guarantor's Property, whether or not constituting Collateral, including its real estate, equipment and Intellectual Property Rights (including labels, patents, copyrights, name, trade secrets, trade names, trademarks, and advertising matter, or any similar property), in completing production of, advertising or selling any Collateral, and the Borrower's and Guarantors' rights under all licenses and all franchise agreements shall inure to the Agent's benefit for such purpose. The proceeds of sale shall be applied first to all expenses of sale, including legal fees, and then to the

Obligations. The Agent will return any excess to the Borrower and Guarantors and the Borrower shall remain liable for any deficiency.

(c) If an Event of Default has occurred and is continuing, to the maximum extent permitted by Applicable Law, the Borrower and each of the Guarantors hereby waive all rights to notice and hearing prior to the exercise by the Agent of the Agent's rights to repossess the Collateral without judicial process or to reply, attach or levy upon the Collateral without notice or hearing.

(d) During the continuance of an Event of Default, the Agent may, and upon the direction of the Required Lenders the Agent shall, apply any and all payments received by the Agent in respect of any Obligation as set forth below. Notwithstanding any provision herein to the contrary, all payments made by or for the account of the Credit Parties to the Agent after any or all of the Obligations have been accelerated (so long as such acceleration has not been rescinded), including proceeds of Collateral, shall be applied as follows:

- (i) first, to payment of costs and expenses, including legal costs, of the Agent payable or reimbursable by the Credit Parties under the Loan Documents;
- (ii) second, to payment of legal costs of Lenders payable or reimbursable by the Borrower under this Agreement;
- (iii) third, to payment of all accrued unpaid interest on the Obligations (excluding Obligations under the BCAP Loans) and fees owed to Agent, Lenders and the Issuing Bank;
- (iv) fourth, to payment of all Loans (excluding BCAP Loans), reimbursement obligations in respect of Letters of Credit, F/X Exposure, Cover, Cash Management Obligations and all Excluded Swap Obligations (excluding those made in connection with the BCAP Loans);
- (v) fifth, to payment of all accrued unpaid interest on the Obligations under the BCAP Loans and fees owed to Agent, Lenders and the Issuing Bank;
- (vi) sixth, to payment of all BCAP Loans, reimbursement obligations in respect of Letters of Credit, F/X Exposure, Cover, Cash Management Obligations and all Excluded Swap Obligations made in connection with the BCAP Loans;
- (vii) seventh, to payment of any other amounts owing which constitute Obligations; and
- (viii) ~~sixth~~eighth, any remainder shall be for the account of and paid to whoever may be lawfully entitled thereto.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category, and (ii) each of the Lenders or other Persons entitled to payment shall receive an amount equal to its pro rata share of amounts available to be applied pursuant to each applicable category.

(e) If the Agent receives any payment from or for the account of a Credit Party in any currency other than the currency in which the Obligation is denominated, the Agent may convert the payment (including the proceeds of realization upon any Collateral) in accordance with its normal practice into the currency in which such Obligation is denominated.

ARTICLE 8 THE AGENT

8.1 Appointment of Agent.

Each Lender hereby designates CIBC as Agent to act as herein specified and as specified in the other Loan Documents. Each Lender hereby irrevocably authorizes the Agent to take such action on its behalf under the provisions of the Loan Documents and to exercise such powers and to perform such duties thereunder as are specifically delegated to or required of the Agent by the terms thereof and such other powers as are reasonably incidental thereto. The Agent may perform any of its duties hereunder by or through its agents or employees.

8.2 Limitation of Duties of Agent.

The Agent shall have no duties or responsibilities except those expressly set forth with respect to the Agent in this Agreement and as specified in the other Loan Documents. Neither the Agent nor any of its Related Parties shall be liable for any action taken or omitted by it hereunder or in connection herewith, unless caused by its or their gross negligence or willful misconduct. The duties of the Agent shall be mechanical and administrative in nature; the Agent shall not have, by reason of this Agreement or the other Loan Documents, a fiduciary relationship in respect of any Lender. Nothing in this Agreement or the other Loan Documents, expressed or implied, is intended to or shall be so construed as to impose upon the Agent any obligations in respect of this Agreement except as expressly set forth herein. The Agent shall be under no duty to take any discretionary action permitted to be taken by it pursuant to this Agreement or the other Loan Documents unless it is requested in writing to do so by the Required Lenders.

8.3 Lack of Reliance on the Agent.

(a) Independent Investigation. Independently, and without reliance upon the Agent, each Lender, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Borrower or any other Credit Party in connection with the taking or not taking of any action in connection herewith, and (ii) its own appraisal of the creditworthiness of the Borrower or any other Credit Party, and, except as expressly provided in this Agreement and the other Loan Documents, the Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the consummation of the Transactions or at any time or times thereafter.

(b) Agent Not Responsible. The Agent shall not be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, collectability, priority or sufficiency of this Agreement or the other Loan Documents or the financial condition of the Borrower and any of the other Credit Parties or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or the other Loan Documents, or the financial condition of the Borrower and any of the other Credit Parties, or the existence or possible existence of any Default or Event of Default.

8.4 Certain Rights of the Agent.

If the Agent shall request instructions from the Lenders or the Required Lenders (as the case may be) with respect to any act or action (including the failure to act) in connection with this Agreement or the other Loan Documents, the Agent shall be entitled to refrain from such act or

taking such action unless and until the Agent shall have received written instructions from the Lenders or the Required Lenders, as applicable, and the Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting under this Agreement and the other Loan Documents in accordance with the instructions of the Required Lenders, or, to the extent required by Section 9.2, all of the Lenders.

8.5 Reliance by Agent.

The Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or facsimile message, electronic mail, order or other documentary teletransmission or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person. The Agent may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

8.6 Indemnification of Agent.

To the extent the Agent is not reimbursed and indemnified by the Borrower, each Lender will reimburse and indemnify the Agent, in proportion to its aggregate Applicable Percentage, for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent in performing its duties hereunder, in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable to the Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements which are determined, by a final, non-appealable decision of a court of competent jurisdiction, to have resulted from the Agent's gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or willful misconduct.

8.7 The Agent in its Individual Capacity.

With respect to its obligations under this Agreement and the Loans made by it, CIBC, in its capacity as a Lender hereunder, shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not performing the duties, if any, specified herein; and the terms "**Lenders**", "**Required Lenders**", and any similar terms shall, unless the context clearly otherwise indicates, include CIBC, in its capacity as a Lender hereunder. The Agent may accept deposits from, lend money to, and generally engage in any kind of banking, trust, financial advisory or other business with the Borrower or any affiliate of the Borrower as if it were not performing the duties, if any, specified herein, and may accept fees and other consideration from the Borrower for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

8.8 May Treat Lender as Owner.

The Borrower and the Agent may deem and treat each Lender as the owner of the Loans recorded on the Register maintained pursuant to Section 9.4(c) for all purposes hereof until a written notice of the assignment or transfer thereof shall have been filed with the Agent. Any request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of a Loan shall be conclusive and binding on any subsequent owner, transferee or assignee of such Loan.

8.9 Successor Agent.

(a) Agent Resignation. The Agent may resign at any time by giving written notice thereof to the Lenders, the Issuing Bank and the Borrower. Upon any such resignation, the Required Lenders shall have the right, upon five Business Days' notice to the Borrower, to appoint a successor Agent, subject to the approval of the Borrower, such approval not to be unreasonably withheld. If no successor Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Agent's giving of notice of resignation, then, upon five Business Days' notice to the Borrower, the retiring Agent may, on behalf of the Lenders, appoint a successor Agent (subject to approval of the Borrower, such approval not to be unreasonably withheld), which shall be a financial institution organized under the laws of Canada having a combined capital and surplus of at least Cdn.\$100,000,000 or having a parent company with combined capital and surplus of at least Cdn.\$100,000,000; provided that if the Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any security held by the Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such security until such time as a successor Agent is appointed) and (2) all payments, communications and determinations provided to or to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent, as provided for above in the preceding paragraph.

(b) Rights, Powers, etc. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Article 8 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

8.10 No Independent Legal Action by Lenders.

No Lender may take any independent legal action to enforce any obligation of the Borrower hereunder. Each Lender hereby acknowledges that, to the extent permitted by Applicable Law, the Security Documents and the remedies provided thereunder to the Lenders are for the benefit of the Lenders collectively and acting together and not severally, and further acknowledges that each Lender's rights hereunder and under the Security Documents are to be exercised collectively, not severally, by the Agent upon the decision of the Required Lenders. Accordingly, notwithstanding any of the provisions contained herein or in the Security Documents, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder, including any declaration of default hereunder or thereunder, but that any such action shall be taken only by the Agent with the prior written agreement of the Required Lenders (or, in the case of actions to be taken in connection with security granted to any Lender by the Borrower pursuant to Section 427 of the *Bank Act* (Canada), the Lender holding such security shall act solely in accordance with the Agent's instructions), provided that, notwithstanding the foregoing, in the absence of instructions from the Lenders (or the Required Lenders) and where in the sole opinion of the Agent the exigencies of the situation so warrant such action, the Agent may without notice to or consent of the Lenders (or the Required Lenders) take such action on behalf of the Lenders as it deems appropriate or desirable in the interests of the Lenders. Each Lender hereby further covenants and agrees that upon any such written consent being given by the Required Lenders, it shall co-operate fully with the Agent to the extent requested by the Agent, and each Lender further covenants and agrees that all proceeds from the realization of or under the Security Documents (including all amounts received by any Lender in connection with the enforcement of security

granted to it by the Borrower under Section 427 of the *Bank Act* (Canada)), to the extent permitted by Applicable Law, are held for the benefit of all of the Lenders and shall be shared among the Lenders rateably in accordance with this Agreement, and each Lender acknowledges that all costs of any such realization (including all amounts for which the Agent is required to be indemnified under the provisions hereof) shall be shared among the Lenders rateably in accordance with this Agreement. Each Lender covenants and agrees to do all acts and things and to make, execute and deliver all agreements and other instruments, so as to fully carry out the intent and purpose of this Section and each Lender hereby covenants and agrees that it shall not seek, take, accept or receive any security for any of the obligations and liabilities of the Borrower hereunder or under the other Loan Documents, or any other document, instrument, writing or agreement ancillary hereto or thereto, other than such security as is provided hereunder or thereunder, and that it shall not enter into any agreement with any of the parties hereto or thereto relating in any manner whatsoever to the Credit(s), unless all of the Lenders shall at the same time obtain the benefit of any such security or agreement, as the case may be.

8.11 Notice of Default.

The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless the Agent shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". The Agent will notify the Lenders of its receipt of any such notice. Subject to Section 8.4, the Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with this Agreement in pursuing any rights or remedies under the Loan Documents or at law or in equity; provided, however, that unless and until the Agent has received any such request, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable.

8.12 Agency for Perfection.

Each Lender hereby appoints each other Lender as agent for the purpose of perfecting the Lenders' security interest in assets which can be perfected only by possession. Should any Lender (other than the Agent) obtain possession of any such Collateral, such Lender shall notify the Agent thereof, and, promptly upon the Agent's request therefor, shall deliver such Collateral to the Agent or in accordance with the Agent's instructions.

8.13 Payments by Agent to Lenders.

All payments to be made by the Agent to the Lenders shall be made by bank wire transfer or internal transfer of immediately available funds to each Lender pursuant to wire transfer instructions delivered in writing to the Agent on or prior to the Effective Date (or if such Lender is an assignee, on the applicable Assignment and Assumption), or pursuant to such other wire transfer instructions as each party may designate for itself by written notice to the Agent. Concurrently with each such payment, the Agent shall identify whether such payment (or any portion thereof) represents principal, premium or interest on the Revolving Loans [or BCAP Loans, as applicable](#), or otherwise.

8.14 Concerning the Collateral and the Related Loan Documents.

Each Lender authorizes and directs the Agent to enter into this Agreement and the other Loan Documents for the rateable benefit and obligation of the Agent and the Lenders. Each Lender agrees that any action taken by the Agent or Required Lenders, as applicable, in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Agent or the

Required Lenders, as applicable, of their respective powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders.

8.15 Field Audit and Examination Reports; Disclaimer by Lenders.

By signing this Agreement, each Lender:

(a) is deemed to have requested that the Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report (each a "Report" and collectively, "Reports") prepared by the Agent;

(b) expressly agrees and acknowledges that the Agent (i) makes no representation or warranty as to the accuracy of any Report, or (ii) shall not be liable for any information contained in any Report;

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Agent or other party performing any audit or examination will inspect only specific information regarding the Borrower and/or Guarantors and will rely significantly upon the Borrower's and Guarantor's books and records, as well as on representations of the Borrower's and Guarantor's personnel;

(d) agrees to keep all Reports confidential and strictly for its internal use, and not to distribute, except to its participants, or use any Report in any other manner; and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrower, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrower; and (ii) to pay and protect, and indemnify, defend and hold the Agent and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses and other amounts (including counsel's costs) incurred by the Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

8.16 Quebec Security.

Without limiting the powers of the Agent or any other Person acting as an agent or mandatory for the Agent hereunder or under any of the other Loan Documents, the Borrower hereby acknowledges that, for purposes of holding any security granted by the Borrower or any Subsidiary or other Credit Party pursuant to the laws of the Province of Quebec to secure any obligations of the Borrower or any Subsidiary or other Credit Party, ~~including under any bond or debenture, CIBC shall be the holder of an irrevocable power of attorney (fondé de pouvoir)~~ CIBC shall act as hypothecary representative (within the meaning of Article 2692 of the *Civil Code of Quebec*) for all present and future Lenders and Issuing Banks ~~and in particular for all present and future holders of any such bond or debenture~~. Each Lender and Issuing Bank hereby ~~irrevocably constitutes, to the extent necessary, CIBC as the holder of an irrevocable power of attorney (fondé de pouvoir)~~ appoints CIBC as the hypothecary representative (within the meaning of Article 2692 of the *Civil Code of Quebec*) in order to hold security granted by the Borrower or any Subsidiary or other Credit Party, pursuant to the laws of the Province of Quebec to secure any obligations of the Borrower or any Subsidiary or other Credit Party, ~~including under any bond or debenture~~ and, in such capacity, CIBC shall hold the hypothecs granted pursuant to the laws of the Province of Quebec as such ~~fondé de~~

~~pouvoir~~ hypothecary representative in the exercise of the rights conferred thereunder. Each assignee of a Lender or Issuing Bank that becomes a party to this agreement shall be deemed to have confirmed and ratified the constitution of CIBC as ~~the holder of such irrevocable power of attorney (fondé de pouvoir)~~ hypothecary representative by and upon the execution of an Assignment and Assumption or any other document pursuant to which they become a party to this Agreement. ~~Notwithstanding the provisions of section 32 of the An Act respecting the special powers of legal persons (Quebec), CIBC may acquire and be the holder of any bond or debenture issued pursuant to any deed of hypothec granted by the Borrower or any Subsidiary or other Credit Party pursuant to the laws of the Province of Quebec. The Borrower hereby acknowledges that such bond or debenture constitutes a title of indebtedness, as such term is used in Article 2692 of the Civil Code of Quebec.~~ The execution by CIBC as ~~fondé de pouvoir~~ hypothecary representative of any such deeds of hypothec or other documents as ~~fondé de pouvoir~~ hypothecary representative for the Lenders and Issuing Banks prior to the date hereof is hereby ratified and confirmed. ~~Each Lender and Issuing Bank also agree that the Agent may hold any bond or debenture issued by the Borrower, any Subsidiary or other Credit Party, including as named bondholder or debentureholder or as pledge on their behalf in accordance with Article 2705 of the Civil Code of Quebec. CIBC acting as fondé de pouvoir~~ CIBC acting as hypothecary representative shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favour of the Agent in this Agreement, which shall apply *mutatis mutandis* to CIBC acting as ~~fondé de pouvoir~~ hypothecary representative. Without limitation, the provisions of this Section ~~8-118.9~~ shall apply *mutatis mutandis* to the resignation and appointment of a successor to CIBC acting as ~~fondé de pouvoir~~ hypothecary representative.

8.17 F/X Contracts and Cash Management Obligations

The obligations of the Credit Parties (a) in respect of an F/X Contract between the Borrower and an F/X Bank, and (b) in respect of Cash Management Obligations between the Borrower and a Cash Management Provider are secured by the Security Documents, *pari passu* with the obligations of the Credit Parties under the Loan Documents, provided that all decisions regarding the administration and enforcement of the security interests granted under the Security Documents shall be made by the Agent and the Lenders under this Agreement, and while this Agreement remains in effect, any F/X Bank and Cash Management Provider shall (in such capacities) have no voting rights under this Agreement and no other right whatsoever to participate in the administration or enforcement of such security interests. For the avoidance of doubt but without limitation, any or all of the Security Documents or any rights contained therein may be amended or released by the Agent without the consent of any F/X Bank or Cash Management Provider. Each Lender that is or becomes an F/X Bank or Cash Management Provider shall be bound as such by virtue of its execution and delivery of this Agreement or an assignment and assumption agreement substantially in the form of Exhibit E, as applicable, notwithstanding that such capacity as F/X Bank or Cash Management Provider may not be identified on its signature line.

ARTICLE 9 MISCELLANEOUS

9.1 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email in each case to the addressee, as follows:

- (i) if to the Borrower or any other Credit Party:

415 Milner Avenue
Toronto, ON M1B 2L1
Attention: Chief Financial Officer
Facsimile: 416.321.8988

with a copy to:

BIRCH HILL EQUITY PARTNERS MANAGEMENT LTD.
100 Wellington Street West
Suite 2300
Toronto, ON M5X 1A1

Attention: ~~Sue Doyle~~ [General Counsel](#)
~~Facsimile: 416.360.1688~~

[Email: finance@birchhillequity.com](#)

(ii) if to the Agent:

CANADIAN IMPERIAL BANK OF COMMERCE.
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2

Attention: Senior Director, Portfolio Management
Facsimile: 416.861.9422

with a copy to:

CANADIAN IMPERIAL BANK OF COMMERCE
199 Bay Street, 11th Floor
Toronto, ON M5L 1A9

Attention: Tim Meadowcroft, Associate General Counsel
Facsimile: 416.304.4573
Email : Tim.Meadowcroft@CIBC.com

(iii) if to any Lender or any Issuing Bank, to it at its address (or facsimile number) set forth opposite its name in the execution page(s) of this Agreement or the applicable Assignment and Assumption Agreement, as the case may be.

(b) Any notice received by the Borrower from the Agent shall be deemed also to have been received by each other Credit Party. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Agent. The Agent or the Borrower may, in its discretion, agree to accept notices and other communication to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

9.2 Waivers; Amendments.

(a) No failure or delay by the Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by Section 9.2(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) ~~Neither~~Except as expressly provided herein, neither this Agreement nor any other Loan Document (or any provision hereof or thereof) may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Agent with the consent of the Required Lenders (and for greater certainty, any such waiver, amendment or modification shall not require any consent or other agreement of any Credit Party other than the Borrower, notwithstanding that any such Credit Party may be a party to this Agreement or any other Loan Document); provided that no such agreement shall:

- (i) increase the amount of any Commitment of any Lender;
- (ii) extend the expiry date of any Commitment of any Lender;
- (iii) reduce the principal amount of any Loan or reduce the rate of interest or any fee applicable to any Loan;
- (iv) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable in respect thereof, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment;
- (v) change any aspect of this Agreement in a manner that would alter the *pro rata* sharing of payments required herein;
- (vi) change any of the provisions of this Section 9.2 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder;
- (vii) release the Borrower or any other Credit Party from any material obligations under the Security Documents and other instruments contemplated by this Agreement, release or discharge any of the Liens arising under the Security Documents, permit the creation of any Liens, other than Permitted Liens, on any of the assets subject to the Liens arising under the Security Documents, lower the priority of any Lien arising under any of the Security Documents, or lower the priority of any payment obligation of the Borrower or any other Credit Party under any of the Loan Documents;

in each case without the prior written consent of each Lender; or, in the case of the matters referred to in clauses (ii), (iii), (iv) and (v), without the prior written consent of each Lender directly affected thereby and provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Agent hereunder, without the prior written consent of the Agent. For greater certainty, the Agent may release and discharge the Liens constituted by the Security Documents to the extent necessary to enable the Borrower to complete any asset sale which is not prohibited by this Agreement or the other Loan Documents.

9.3 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable Out-of-Pocket Expenses incurred by the Agent and its Affiliates, (ii) all reasonable Out-of-Pocket Expenses incurred by the Agent and its Affiliates, including the reasonable fees, charges and disbursements of counsel for the Agent, in connection with any amendments, modifications or waivers of the provisions hereof or of any of the other Loan Documents, (whether or not the transactions contemplated hereby or thereby shall be consummated), and (iii) all Out-of-Pocket Expenses incurred by the Agent or any Lender, including the reasonable out-of-pocket fees, charges and disbursements of any counsel for the Agent or any Lender, in connection with the enforcement or protection of their rights in connection with this Agreement, including its rights under this Section, or in connection with the Loans made hereunder, including all such Out-of-Pocket Expenses incurred during any workout, restructuring or negotiations in respect of such Loans.

(b) Each Credit Party shall indemnify the Agent and each Lender, as well as each Related Party and each assignee of any of the foregoing Persons (each such Person and each such assignee being called an "**Indemnatee**") against, and hold each Indemnatee harmless from, any and all losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all Out-of-Pocket Expenses to which any Indemnatee may become subject arising out of or in connection with (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties thereto of their respective obligations thereunder, and the consummation of the Transactions or any other transactions thereunder, (ii) any Loan, Letter of Credit or F/X Contract or any actual or proposed use of the proceeds therefrom, including any refusal by the Issuing Bank to honour a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any other Credit Party, or any Environmental Liability related in any way to the Borrower or any other Credit Party, (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnatee is a party thereto, (v) any other aspect of this Agreement and the other Loan Documents, or (vi) the enforcement of any Indemnatee's rights hereunder and any related investigation, defence, preparation of defence, litigation and enquiries; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence (it being acknowledged that ordinary negligence does not necessarily constitute gross negligence) or wilful misconduct of such Indemnatee or arise or relate to any losses, claims, cost recovery actions, damages, expenses and liabilities of whatsoever nature or kind and all Out-of-Pocket Expenses related to such Indemnatee being a Defaulting Lender.

(c) To the extent that the Borrower fails to pay any amount required to be paid under Sections 9.3 (a) or (b), each Lender severally agrees to pay to the Agent such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified

loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Agent, in its capacity as such.

(d) The Credit Parties shall not assert, and hereby waive (to the fullest extent permitted by Applicable Law), any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, any Loan Document, or any agreement or instrument contemplated thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) Any inspection of any property of the Borrower or any other Credit Party made by or through the Agent or any Lender is for purposes of administration of the Credits only, and neither the Borrower nor any other Credit Party is entitled to rely upon the same (whether or not such inspections are at the expense of the Borrower).

(f) By accepting or approving anything required to be observed, performed, fulfilled or given to the Agent or the Lenders pursuant to the Loan Documents, neither the Agent nor the Lenders shall be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by the Agent or the Lenders.

(g) The relationship between the Borrower and the Agent and the Lenders is, and shall at all times remain, solely that of borrower and lenders. Neither the Agent nor the Lenders shall under any circumstance be construed to be partners or joint venturers of the Borrower or its Affiliates. Neither the Agent nor the Lenders shall under any circumstance be deemed to be in a relationship of confidence or trust or a fiduciary relationship with the Borrower or its Affiliates, or to owe any fiduciary duty to the Borrower or its Affiliates. Neither the Agent nor the Lenders undertake or assume any responsibility or duty to the Borrower or its Affiliates to select, review, inspect, supervise, pass judgment upon or inform the Borrower or its Affiliates of any matter in connection with their property or the operations of the Borrower or its Affiliates. The Borrower and its Affiliates and all partners and all direct and indirect partners or shareholders of the Credit Parties shall rely entirely upon their own judgment with respect to such matters, and any review, inspection, supervision, exercise of judgment or supply of information undertaken or assumed by the Agent or the Lenders in connection with such matters is solely for the protection of the Agent and the Lenders, and neither the Borrower nor any other Person is entitled to rely thereon.

(h) The Agent and the Lenders shall not be responsible or liable to any Person for any loss, damage, liability or claim of any kind relating to injury or death to Persons or damage to Property caused by the actions, inaction or negligence of the Borrower or any other Credit Party and/or their Affiliates and/or any shareholder or partner and/or any direct or indirect shareholder of any Credit Party; each Credit Party hereby indemnifies and holds the Agent and the Lenders harmless from any such loss, damage, liability or claim.

(i) This Agreement is made for the purpose of defining and setting forth certain obligations, rights and duties of the Borrower, the Agent and the Lenders in connection with the Loans, and is made for the sole benefit of the Borrower, each other Credit Party, the Agent and the Lenders, and the Agent's and each Lender's successors and assigns. Except as provided in Sections 9.3(b) and 9.4, no other Person shall have any rights of any nature hereunder or by reason hereof.

(j) All amounts due under this Section 9.3 shall be payable not later than three Business Days after written demand therefor.

9.4 **Successors and Assigns.**

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Related Parties of each of the Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more Persons (an “**Assignee**”) all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitments and the Loans at the time owing to it); provided that (i) except in the case of an assignment of (x) any Commitment to an assignee that is a Lender with a Commitment immediately prior to giving effect to such assignment, each of the Agent and the Borrower must give its prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed) by the Borrower; and provided further that (ii) notwithstanding clause (i) immediately above, the Borrower’s consent shall not be required with respect to any assignment made at any time after the occurrence and during the continuance of an Event of Default, (iii) except in the case of an assignment to a Lender or a Lender Affiliate or an assignment of the entire remaining amount of the assigning Lender’s Commitment, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date on which the Assignment and Assumption relating to such assignment is delivered to the Agent) shall not be less than Cdn.\$1,000,000 (or, in the case of a U.S. Dollar-denominated Commitment, the U.S. \$ Equivalent of Cdn.\$1,000,000), unless each of the Borrower and the Agent otherwise consent in writing and the amount held by each Lender after each such assignment shall not be less than Canadian \$1,000,000 (or, in the case of a U.S. Dollar-denominated Commitment, the U.S. \$ Equivalent of Cdn.\$1,000,000), unless each of the Borrower and the Agent otherwise consent in writing, (iv) each partial assignment in respect of a Commitment and the related Loans shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement in respect of such Commitment and the related Loans, (v) the parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption, together with (except in the case of an assignment to a Lender or a Lender Affiliate) a processing and recordation fee of Cdn.\$3,500, payable by the assigning Lender, (vi) such assignment shall not be to an Affiliate of the Borrower, to a Defaulting Lender or to a Deteriorating Lender, and (vii) the Assignee, if it shall not be a Lender, shall deliver to the Agent an Administrative Questionnaire. The Agent shall provide the Borrower and each Lender with written notice of any change in (or new) address of a Lender disclosed in an Administrative Questionnaire. Subject to acceptance and recording thereof pursuant to Section 9.4(d) and Section 9.4(f), from and after the effective date specified in each Assignment and Assumption, the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, shall have all of the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.12, 2.13, and 2.14 and 9.3). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.4 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.4(e).

(c) The Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices in Toronto, Ontario a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Agent, and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 9.4(b) and any written consent to such assignment required by Section 9.4(b), the Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 9.4(d).

(e) Any Lender may, without notice to the Borrower or the consent of the Borrower or the Agent, sell participations to one or more Persons (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement and the other Loan Documents (including all or a portion of its Commitment and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower, the Agent, and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.2(b) that affects such Participant. Subject to Section 9.4(f), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to this Section 9.4(b). To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 9.8 as though it were a Lender, provided that such Participant agrees to be subject to Section 2.15(c) as though it were a Lender.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.13 or 2.14 than the applicable Lender who sold the participation would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and Section 9.4 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

9.5 Survival.

All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this

Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. Sections 2.12, 2.13, 2.14 and 9.3 and Article 8 shall survive and remain in full force and effect, regardless of the consummation of the Transactions, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

9.6 Counterparts; Integration; Effectiveness.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties 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 original counterpart of a signature page of this Agreement by facsimile or other electronically scanned method of delivery shall be as effective as delivery of a manually executed original counterpart of this Agreement.

9.7 Severability.

Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

9.8 Right of Set-Off.

Each Lender and each of its Affiliates is hereby authorized at any time and from time to time, following the occurrence and during the continuance of an Event of Default, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Credit Party against any of and all of the obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured and regardless of the currency of the deposit. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of set off) which such Lender may have.

9.9 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the ~~Laws~~laws of the Province of Ontario.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the Courts of the Province of Ontario, and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement, or any other Loan Document or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in Ontario. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Nothing in this Agreement shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any other jurisdiction.

(c) The Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in this Section 9.9. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any *forum non conveniens* defence to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by Applicable Law.

9.10 WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.11 Headings.

Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

9.12 Confidentiality.

Each of the Agent and each Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to each of their, and each of their Affiliates', directors, officers, employees, agents and advisors, including accountants, legal counsel

and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential) to the extent necessary to administer the transactions contemplated herein, (b) to the extent requested by any regulatory authority or other Governmental Authority, or their legal counsel, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under any Loan Document or any suit, action or proceeding relating to any Loan Document or the enforcement of rights thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to which the Borrower, at its option, shall be a party (i) any actual or prospective assignee of or Participant (or such assignee's or Participant's advisors) in any of its rights or obligations under this Agreement, or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) to their auditors in connection with any audit, or (h) with the consent of the Borrower. For greater certainty, the Borrower and each of the Credit Parties acknowledges that from time to time, the Borrower or any other Credit Party may request the Agent to facilitate the provision of certain financial services offered by CIBC (the "**CIBC Services**"). In such circumstances, CIBC policies and procedures ("**CIBC's Policies**") will apply in respect of all transactions undertaken by CIBC in connection with the provision of the CIBC Services, including any required due diligence investigation and related business approval processes conducted in respect of the Borrower and the other Credit Parties. The Borrower and each of the Credit Parties consents to the use of Information by CIBC for the purpose of facilitating compliance with CIBC's Policies. For the purposes of this Section, "Information" means all information received from the Borrower or any Credit Party relating to the Borrower, any of the Credit Parties, or their respective businesses, other than Information that is (i) is or becomes publicly available other than as a result of a breach of this Section, (ii) any such information that is or becomes available to the Agent, the Issuing Bank, or any Lender on a non-confidential basis prior to disclosure by the Borrower, or (iii) marked "non-confidential" (or such other words or expression having the same or similar meaning) by the Borrower or any other Credit Party. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information, acting prudently.

The Borrower and each Guarantor acknowledges and agrees that the BCAP Credit is supported by the EDC Guarantee pursuant to and in accordance with the terms and requirements of the EDC BCAP. Accordingly, the undersigned, for and on behalf of the Borrower, hereby authorizes the Agent to provide to EDC all information reasonably required to administer this Agreement, the BCAP Credit and any claim under the EDC BCAP. Such information may include, without limitation, the undersigned's personal and business information that the Agent is aware of, and documents in the Agent's possession, in each case regarding the undersigned's or the Borrower's and Guarantor's financial situation, operations or accounts with the Agent.

9.13 Press Releases and Related Materials.

Each Credit Party agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Agent or any of the Lenders or referring to this Agreement, or the other Loan Documents without at least two (2) Business Days' prior notice to the Agent or the applicable Lender unless (and only to the extent that) such Credit Party or Affiliate is required to do so under Applicable Law and then, in any event, such Credit Party or Affiliate will (unless prohibited by Applicable Law) consult with the Agent or the applicable Lender before issuing such press release or other public disclosure. Each Credit Party consents to the publication by the Agent or any Lender of advertising material relating to the financing transactions contemplated by this Agreement using its name, product photographs, logo or trademark. The Agent reserves the

right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements.

9.14 Anti-Money Laundering Legislation.

(a) The Borrower acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” ~~Laws~~laws (collectively, including any guidelines or orders thereunder, “AML Legislation”), the Lenders and the Agent may be required to obtain, verify and record information regarding the Borrower, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrower, and the transactions contemplated hereby. The Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Agent, or any prospective assignee or participant of a Lender or the Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Agent has ascertained the identity of the Borrower or any authorized signatories of the Borrower for the purposes of applicable AML Legislation, then the Agent:

- (i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a “written agreement” in such regard between each Lender and the Agent within the meaning of applicable AML Legislation; and
- (ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that the Agent has no obligation to ascertain the identity of the Borrower or any authorized signatories of the Borrower on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrower or any such authorized signatory in doing so.

9.15 Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender is a Defaulting Lender, then the following provisions shall apply to such Lender for so long as it remains a Defaulting Lender:

(a) fees shall cease to accrue pursuant to Section 2.10 in respect of the Commitment of such Defaulting Lender;

(b) the Commitments of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 9.2); provided that any waiver or amendment which affects such Defaulting Lender differently than other Lenders generally shall require the consent of such Defaulting Lender;

(c) any amount owing by a Defaulting Lender to the Agent or another Lender that is not paid when due shall bear interest at the interest rate applicable to Loans denominated in the applicable currency during such period;

(d) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender other than in respect of the assignment of such Defaulting Lender's Loans and Commitments) shall, in lieu of being distributed to such Defaulting Lender, be retained by the Agent in a segregated account and, subject to any applicable requirements of ~~Law~~[law](#), be applied at such time or times as may be determined by the Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Agent hereunder, (ii) second, pro rata, to the payment of any amounts owing by such Defaulting Lender to the Issuing Banks hereunder, (iii) third, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, (iv) fourth, held in such account as cash collateral for future funding obligations of the Defaulting Lender under this Agreement (the amount of such cash collateral not to exceed the Commitment of such Defaulting Lender less the outstanding principal amount of such Defaulting Lender's Loans), (v) fifth, to the payment of any other amounts owing to the Lenders or the Issuing Banks hereunder, (vi) sixth, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (vii) seventh, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is a prepayment of the principal amount of any Loans or reimbursement obligations in respect of Letters of Credit with respect to which a Defaulting Lender has funded its participation obligations, such payment shall be applied solely to prepay the Loans of, and reimbursement obligations owed to, all Lenders other than Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans, or reimbursement obligations owed to, any Defaulting Lender;

(e) if a Defaulting Lender is an insolvent Defaulting Lender, any amount payable to such Defaulting Lender hereunder may, in lieu of being distributed pursuant to Section 9.15(d), be retained by the Agent to collateralize indemnification and reimbursement obligations of such Defaulting Lender hereunder in an amount determined by the Agent, acting reasonably; and

(f) Each Defaulting Lender shall be required to provide cash collateral to the Agent, for the benefit of the Lenders, to Cover its obligation to make payment in respect of its pro rata share of any outstanding Letters of Credit. To the extent that such cash collateral has not been provided, the Letter of Credit Exposure shall be allocated among the other Lenders, *pro rata* in accordance with their Commitments, provided that in the event that the allocation of such Letter of Credit Exposure causes a Lender to exceed its Commitment, the Borrower shall immediately repay to the Agent, for the benefit of each such Lender, the amount necessary to reduce the Letter of Credit Exposure such that the relevant Commitments are not exceeded. Notwithstanding anything else herein, while any Lender is a Defaulting Lender, the Issuing Bank shall not be required to issue any Letter of Credit unless it is satisfied that the Letter of Credit Exposure will be entirely covered by the Lenders who are not Defaulting Lenders.

No Commitment of any other Lender shall be increased or otherwise affected, and, except as otherwise expressly provided in this Section 9.15, performance by the Borrower of its obligations hereunder and the other Loan Documents shall not be excused or otherwise modified as a result of any Lender becoming a Defaulting Lender. The rights and remedies against a Defaulting Lender under this Section 9.15 are in addition to other rights and remedies which the Borrower may have against such Defaulting Lender as a result of it becoming a Defaulting Lender and which the Agent or any other Lender may have against such Defaulting Lender with respect thereto.

9.16 Replacement of Lenders.

If the Borrower is entitled to replace a Lender pursuant to the provisions of Section 2.12(f), or if any Lender is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon

notice to such Lender and the ~~Administrative~~ Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 9.4), all of its interests, rights (and obligations under this Agreement and the related Loan Documents to an Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the ~~Administrative~~ Agent the assignment fee (if any) specified in Section 9.4(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and Letter of Credit Exposure and F/X Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower;

(c) in the case of any such assignment resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with Applicable Laws; and

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

9.17 No Strict Construction.

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provisions of this Agreement.

9.18 Paramountcy.

In the event of any inconsistency between the provisions of this Agreement and the provisions of any other Loan Document, the provisions of this Agreement shall prevail.

9.19 LIMITATION OF LIABILITY.

NO CLAIM MAY BE MADE BY THE BORROWER, ANY GUARANTOR, ANY LENDER OR OTHER PERSON AGAINST THE AGENT, ANY LENDER, OR THE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND THE BORROWER, EACH GUARANTOR, EACH LENDER AND THE AGENT HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOUR.

[Balance of page left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Address: **MASTERMIND LP** by its general partner,
MASTERMIND GP INC.

Attention:
Facsimile No.:

By: _____

Name: [Thecla Sweeney](#)

Title: [Secretary](#)

Address: **MASTERMIND GP INC.**

Attention:
Facsimile No.:

By: _____

Name: [Thecla Sweeney](#)

Title: [Secretary](#)

Address:
199 Bay Street, 4th Floor
Commerce Court West
Toronto, ON M5L 1A2

Attention:
Facsimile No.:

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent and as Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE A
COMMITMENTS

<u>Lender</u>	<u>Lending Commitment</u> <u>BCAP</u> <u>Commitment</u>	<u>Term Commitment</u>	<u>Total Commitments</u>
Canadian Imperial Bank of Commerce	\$35,000,000 <u>30,000,000</u> <u>\$6,250,000</u>	\$3,000,000 <u>3,000,000</u> ¹	\$38,000,000 <u>39,250,000</u>

¹ For greater certainty, no further Borrowings will be made under the Term Credit as of the Eighth Amendment Effective Date.

ARTICLE 1 DEFINITIONS	1
1.1 Defined Terms.	1
1.2 Classification of Loans and Borrowings.	27 28
1.3 Terms Generally.	27 28
1.4 Accounting Terms; GAAP.	27 28
1.5 Time.	27 29
1.6 Permitted Liens.	28 29
1.7 [INTENTIONALLY DELETED]	28 29
1.8 Interpretation Clause (Québec).	28 29
ARTICLE 2 THE CREDITS	2830
2.1 Commitments.	28 30
2.2 Loans and Borrowings.	29 31
2.3 Requests for Borrowings.	29 31
2.4 Funding of Borrowings.	31 32
2.5 Interest.	32 34
2.6 Termination and Reduction of Commitments.	33 35
2.7 Repayment of Loans.	34 35
2.8 Evidence of Debt.	34 36
2.9 Prepayments.	34 36
2.10 [INTENTIONALLY DELETED]	36 38
2.11 Fees.	36 38
2.12 Increased Costs; Illegality; Alternate Rate of Interest; Replacement of Lenders.	37 40
2.13 Break Funding Payments.	39 42
2.14 Taxes.	39 42
2.15 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.	40 43
2.16 Currency Indemnity.	42 45
2.17 Collection of Accounts.	42 45
2.18 Letters of Credit.	43 46
2.19 F/X Contracts.	45 48
2.20 [INTENTIONALLY DELETED]	46 49
ARTICLE 3 REPRESENTATIONS AND WARRANTIES	4649
3.1 Organization; Powers.	46 49
3.2 Authorization; Enforceability.	47 50
3.3 Governmental Approvals; No Conflicts.	47 50
3.4 Financial Condition; No Material Adverse Effect.	47 50
3.5 Litigation.	48 51
3.6 Compliance with Applicable Laws and Agreements.	48 51
3.7 Ownership.	48 51
3.8 Taxes.	48 51
3.9 Titles to Real Property.	48 51
3.10 Titles to Personal Property.	49 52

3.11	Pension Plans	4952
3.12	[INTENTIONALLY DELETED]	4952
3.13	Defaults.	4952
3.14	Casualties; Taking of Properties.	4952
3.15	Subsidiaries.	4952
3.16	Insurance.	5053
3.17	Solvency.	5053
3.18	Material Contracts.	5053
3.19	Environmental Matters.	5053
3.20	Employee Matters.	5154
3.21	Fiscal Year.	5255
3.22	Intellectual Property Rights.	5255
3.23	Residency of Borrower for Tax Purposes.	5255
3.24	Restricted Payments.	5255
3.25	Indebtedness.	5255
3.26	Workers' Compensation.	5356
3.27	Bank Accounts.	5356
3.28	Real Property and Leases.	5356
3.29	Further Real Property Matters.	5356
3.30	Jurisdictions of Credit Parties.	5356
3.31	Corporate Name; Prior Transactions.	5356
3.32	Brokers.	5457
3.33	Customer and Trade Relations.	5457
ARTICLE 4 CONDITIONS		5457
4.1	Effective Date.	5457
4.2	Each Credit Event.	5760
ARTICLE 5 AFFIRMATIVE COVENANTS		5861
5.1	Financial Statements and Other Information.	5861
5.2	Existence; Conduct of Business.	6265
5.3	Payment of Obligations.	6265
5.4	Maintenance of Properties.	6265
5.5	Books and Records; Inspection Rights.	6265
5.6	Compliance with Applicable Laws and Material Contracts.	6266
5.7	Use of Proceeds and Letters of Credit.	6266
5.8	Further Assurances.	6266
5.9	Insurance.	6366
5.10	[INTENTIONALLY DELETED]	6467
5.11	Additional Subsidiaries; Additional Liens.	6467
5.12	Security Matters	6468
5.13	Fixed Charge Coverage Ratio <u>Minimum EBITDA</u> Covenant.	6568
5.14	[INTENTIONALLY DELETED]	6569
5.15	[INTENTIONALLY DELETED]	6569
5.16	Environmental Laws.	6569
5.17	Landlords' Agreement, Mortgagee Agreements, Bailee Letters and Real Estate Purchases.	6670
5.18	[INTENTIONALLY DELETED]	6671
5.19	Canadian Pension Plans.	6671
5.20	Collateral Monitoring and Review.	6671

5.21	Physical Inventories.....	6771
5.22	Application under the CCAA.....	6771
ARTICLE 6 NEGATIVE COVENANTS		6771
6.1	Indebtedness.....	6772
6.2	Liens.....	6872
6.3	Fundamental Changes; Asset Sales.....	6872
6.4	Investments, Loans, Advances, Guarantees and Acquisitions.....	6873
6.5	Swap Transactions.....	6973
6.6	Restricted Payments.....	6973
6.7	Transactions with Affiliates.....	7074
6.8	[INTENTIONALLY DELETED].....	7074
6.9	Restrictive Agreements.....	7074
6.10	Capital Lease Obligations.....	7074
6.11	Sales and Leasebacks.....	7175
6.12	Pension Plan Compliance.....	7175
6.13	Sale or Discount of Receivables.....	7175
6.14	Unconditional Purchase Obligations.....	7175
6.15	[INTENTIONALLY DELETED].....	7175
6.16	No Amendments to Material Contracts.....	7175
ARTICLE 7 EVENTS OF DEFAULT		7175
7.1	Events of Default.....	7175
7.2	Remedies.....	7579
ARTICLE 8 THE AGENT		7781
8.1	Appointment of Agent.....	7781
8.2	Limitation of Duties of Agent.....	7781
8.3	Lack of Reliance on the Agent.....	7781
8.4	Certain Rights of the Agent.....	7882
8.5	Reliance by Agent.....	7882
8.6	Indemnification of Agent.....	7882
8.7	The Agent in its Individual Capacity.....	7882
8.8	May Treat Lender as Owner.....	7883
8.9	Successor Agent.....	7983
8.10	No Independent Legal Action by Lenders.....	7983
8.11	Notice of Default.....	8084
8.12	Agency for Perfection.....	8084
8.13	Payments by Agent to Lenders.....	8084
8.14	Concerning the Collateral and the Related Loan Documents.....	8185
8.15	Field Audit and Examination Reports; Disclaimer by Lenders.....	8185
8.16	Quebec Security.....	8185
8.17	F/X Contracts and Cash Management Obligations.....	8286
ARTICLE 9 MISCELLANEOUS		8286
9.1	Notices.....	8286
9.2	Waivers; Amendments.....	8487
9.3	Expenses; Indemnity; Damage Waiver.....	8589
9.4	Successors and Assigns.....	8790
9.5	Survival.....	8892

9.6	Counterparts; Integration; Effectiveness.	89 <u>93</u>
9.7	Severability.	89 <u>93</u>
9.8	Right of Set-Off.	89 <u>93</u>
9.9	Governing Law; Jurisdiction; Consent to Service of Process.	90 <u>93</u>
9.10	WAIVER OF JURY TRIAL.	90 <u>94</u>
9.11	Headings.	90 <u>94</u>
9.12	Confidentiality.	90 <u>94</u>
9.13	Press Releases and Related Materials.	91 <u>95</u>
9.14	Anti-Money Laundering Legislation.	91 <u>95</u>
9.15	Defaulting Lenders.	92 <u>96</u>
9.16	Replacement of Lenders.	93 <u>97</u>
9.17	No Strict Construction.	94 <u>98</u>
9.18	Paramountcy.	94 <u>98</u>
9.19	LIMITATION OF LIABILITY.	94 <u>98</u>



EXHIBIT A

FORM OF BORROWING BASE REPORT

CIBC ASSET-BASED LENDING				Date:	
Borrowing Base Certificate				Exchange Rate:	
				0.0000	
The following is an accurate and complete calculation of the Borrowing Base in Canadian Dollars at the above date.					
			CREDIT CARD A/R	WAREHOUSE & STORES	IN-TRANSIT
Mastermind LP					
Client # 12					
1	TOTAL COLLATERAL (line 8 of previous report)		\$ -	\$ -	\$ -
2	GROSS SALES (per attached report).....	(+)			
3	CREDIT MEMOS (per attached report).....	(-)			
4	INVENTORY CHANGE (per attached report).....	(+/-)			
5	(+/-) MISC. ADJUSTMENTS (back-up attached)..	(+/-)			
6	NET COLLECTIONS (per attached report).....	(-)			
7	DISCOUNTS ALLOWED (per attached report)....	(-)			
8	TOTAL COLLATERAL - in CAD				
9 A	MONTHLY INELIGIBLES.....				
B	OTHERS.....				
C	TOTAL INELIGIBLES.....	(-)			
10	TOTAL ELIGIBLE COLLATERAL (Line 8 minus 9C)				
11 A	A/R AT 50% of Line 10	XX%			
B	INVENTORY AT 90% of NOLV	XX%			
12	TOTAL A/R AND INVENTORY COLLATERAL VALUE (Lines 11A + 11B)				
13 A	RESERVES (per attached report)				
B	OTHER				
C	TOTAL RESERVES				
14	TOTAL BORROWING BASE (line 12 - 13C) (maximum \$15MM CDN)				
	(lesser of Borrowing Base formula and Max. Revolving Line of Credit)				
			CAD	USD	
15	LOAN BALANCE (Previous Report)....			\$ -	
16	ADVANCES	(+)		\$ -	
17	CHARGES (SEE BELOW)	(+/-)		\$ -	
18	NET COLLECTIONS.....	(-)		\$ -	
19	NON A/R COLLECTIONS.....	(-)		\$ -	
20 A	REVOLVER LOAN BALANCE per this report			\$ -	
B	LETTERS OF CREDIT			\$ -	
21 A	TOTAL LOAN AND LC EXPOSURE (20A + 20B)			\$ -	
B	USD LOAN AND LC EXPOSURE - stated in CAD	0.0000			
22	TOTAL REVOLVER LOAN BALANCE (21A + 21B)				
23	EXCESS AVAILABILITY (line 14 minus 22).....				
24	SUPPRESSED AVAILABILITY		\$ -		

The person who executes this Borrowing Base Report on behalf of the Borrower hereby certifies that he/she is an officer of the general partner of the Borrower and in such capacity is authorized to execute this Borrowing Base Report on behalf of the Borrower pursuant to a credit agreement dated as of October 24, 2014 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the "Credit Agreement") between Mastermind LP (the "Borrower"), Mastermind GP Inc., as guarantor, Canadian Imperial Bank of Commerce in its capacity as Agent for the Lenders (the "Agent"), and the Lenders. All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement. The undersigned certifies, represents and warrants the correctness of this Borrowing Base Report.

EXHIBIT B

FORM OF BORROWING REQUEST

(Letter to be typed on Borrower's Letterhead, scan signed letter and email to CIBCABLCollateralAnalysts@cibc.com)

[DATE]

CANADIAN IMPERIAL BANK OF COMMERCE

199 Bay Street, 4th Floor

Toronto, ON M5L 1A2

Attention:

Collateral Analyst

BORROWING REQUEST

1. We refer to the credit agreement dated as of October 24, 2014 (as amended, restated, supplemented, replaced or otherwise modified from time to time the "**Credit Agreement**"; capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Credit Agreement), between Mastermind LP, as borrower (the "**Borrower**"), Mastermind GP Inc., as guarantor, Canadian Imperial Bank of Commerce, as agent (the "**Agent**"), and the other financial institutions party thereto from time to time, as lenders.

2. We hereby instruct and authorize the Agent to make advances to our disbursement account(s), subject to and in accordance with the terms and provisions of the Credit Agreement to the account numbers specified below and to charge the Borrower's loan account as **[Revolving Loans]** / **[TermBCAP Loans]** with each such advance(s).

3. The Borrower hereby requests an advance (the "**Advance**") be made as follows:

(a) **the Drawdown Date⁴²:** **[DATE]**

Notice requirements as stated in the Credit Agreement are:

- 10:00 AM (Toronto time) on the requested Drawdown Date for Canadian Prime ~~Rate~~ Loans or Base Rate Loans,
- 11:00 AM (Toronto time) three (3) Business Days before the requested Drawdown Date for a Letter of Credit in accordance with Section 2.18 of the Credit Agreement.

(b) **Applicable Credit:**

Revolving Loan

Advance Amount Cdn.\$ _____

⁴² The Drawdown Date must be a Business Day.

Revolving Loan

Advance Amount US\$ _____

~~Term~~BCAP Loan²

Advance Amount³ Cdn.\$ _____

(c) **Type and Amount of Borrowing (check appropriate boxes):**

	<u>Amount</u>
() Canadian Prime Borrowing:	Cdn.\$ _____
() Base Rate Borrowing:	US\$ _____
() Letters of Credit⁴³:	

	<u>Amount</u>	<u>Expiry Date</u>
Cdn.\$ _____	\$ _____	_____
US \$ _____	\$ _____	_____

Total Cdn.\$ _____

Total US\$ _____

Additional Information:

As per the attached Letter of Credit application

* Attach a copy of the Letter of Credit application duly completed by the Borrower in accordance with the provisions of the Credit Agreement.

If rollover or conversion of an existing Borrowing, provide details of other Borrowing:

(a) Type: _____

(b) Amount: _____

(c) Maturity Date: _____

Proceeds of the Advance are to be directed as follows:

Bank Name: _____

Account Name: _____

Branch #: _____

Account Number: CAD# _____

~~² Only available for a period of 18 months following the Effective Date.~~

~~³ Minimum amount is \$500,000.~~

⁴³ Issued in accordance with Section 2.18 of the Credit Agreement.

USD# _____

The Borrower hereby acknowledges that the Agent will make payments strictly on the basis of the account number furnished herein even if such account number identifies a party other than the name of the account listed above. In the event the above account number is incorrect, we hereby agree to be fully liable for any and all losses, costs, and expenses arising therefrom.

The Borrower hereby confirms as follows:

- (a) Each of the representations and warranties made by the Borrower in or pursuant to the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the date hereof (unless such representation and warranty is qualified as to materiality in which case it shall be true and correct in all respects) (including the date of issuance, amendment, renewal or extension of the Letter of Credit, if applicable) as if made on and as of the date hereof (except where such representation and warranty refers to a different date).
 - (b) No Default or Event of Default has occurred and is continuing on the date hereof or will occur after the making of the Advance(s) requested hereunder.
 - (c) Except as may have been otherwise agreed to from time to time by the Agent and the Borrower in writing, after making the Advance(s) requested to be made by the Borrower hereunder, the aggregate Exposure will not exceed the lesser of (i) the Commitments, and (ii) an amount equal to the Borrowing Base.
4. All terms and conditions contained in the Credit Agreement to be complied with, not properly waived in writing by or on behalf of the Lenders have been fully complied with.

DATED this day of _____, 20__

Yours truly,

**MASTERMIND LP, by its general partner,
MASTERMIND GP INC.**

By: _____
Name:
Title:

EXHIBIT C

FORM OF LANDLORD WAIVER

The undersigned is the owner of the premises known as _____ (the "Premises"), which Premises are leased by the undersigned to [NAME OF CREDIT PARTY], a [JURISDICTION] corporation, or one of its affiliates (collectively, the "Obligors") pursuant to a lease agreement dated as of _____ (as it may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Lease"). The undersigned understands that the Obligors will enter (or have entered) into a credit facility with Canadian Imperial Bank of Commerce, in its capacity as Agent (the "Agent") for certain lenders (the "Lenders"), pursuant to which (a) the Lenders may make loans to certain of the Obligors from time to time, and (b) the Obligors will grant (or have granted) to the Agent, a security interest on all of the Obligors' present and after-acquired accounts receivable, Inventory, general intangibles (including, without limitation, trademarks and intellectual property rights), capital assets, documents of title, collateral proceeds accounts and capital stock (the "Collateral").

1. Except as provided herein, the undersigned hereby waives and relinquishes in favour of the Agent any landlord's lien, and all rights of levy or distraint, that the undersigned may now or hereafter have, whether by statute, contract (including the Lease) or by common law, in any of the Collateral of the Tenant in the Premises (excluding the Leasehold Improvements), whether for rent or otherwise.

2. The Landlord agrees that the Agent's security interests and liens in the Collateral (excluding the Leasehold Improvements), whether for rent or otherwise, now existing or hereafter arising, shall have priority over and rank senior to any and all of the Landlord's security interests and liens whether existing by statute, contract (including the Lease) or by common law.

3. Notwithstanding anything to the contrary contained herein, the Collateral shall specifically exclude any interest or right to plumbing and electrical fixtures, heating, ventilation and air conditioning systems and equipment, wall and floor coverings, Leasehold Improvements, and all other fixtures in the Premises not normally considered trade fixtures.

4. "Leasehold Improvements" means all fixtures not normally considered trade fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant in the Premises, including heating, ventilating, air-conditioning, sewage, sprinkler, mechanical and electrical equipment and facilities and equipment for or in connection with the supply of utilities or communications, wherever located, window coverings, doors, hardware, partitions (including moveable partitions) and wall- to-wall carpeting, but excluding trade fixtures, drapes and furniture and equipment not of the nature of fixtures.

5. In order to exercise any rights as a secured party holding a security interest in the Collateral, the Agent is expressly authorized and privileged, subject to the rights retained by the Landlord

herein, at any time to enter the Premises and inspect, remove or repossess the Collateral; provided, however, that the Agent will repair, or pay the reasonable cost to repair, any damage to the Premises resulting from such inspection, removal, repossession, auction or sale.

6. If the Lease is terminated by the undersigned whether by reason of any default by the Obligors or otherwise, or if the Obligors default under any of their agreements with the Agent or any Lender, and in any such case the Agent, on behalf of itself or the Lenders, desires to exercise its rights as a secured party holding a security interest in any of the Collateral, then the Agent may thereafter at its option occupy the Premises for up to 90 days and may keep thereon such property as it determines appropriate, provided that the Agent shall pay rent for its period of occupancy (pro-rated on a daily basis and computed on the basis of a 30-day month) at the rate provided in the Lease based on the rate in effect just prior to such termination or default, without incurring any other obligations of the Obligors as tenants or otherwise.

7. The undersigned hereby consents to the acquisition by the Agent, at the Agent's option, of the absolute ownership of the Obligors' interest in the Lease and agrees that if the Agent, at its option, takes possession of the Obligors' leasehold estate in the Premises, the Agent will thereupon, be recognized as the tenant under the Lease. If the Agent shall become the tenant under the Lease, it may, on behalf of the Lenders, sublease or assign the Lease for any lawful purpose with the express written consent of the undersigned and the assignment of the Lease shall release and relieve the Agent of all obligations thereunder. The undersigned agrees to give notice to the Agent of any default by any Obligor of any of the provisions of the Lease, such notice to be given within 5 days of notice of such default being given to the Obligor, at the following address:

Canadian Imperial Bank of Commerce
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2
Attention: Senior Director, Portfolio Management, Asset Based Lending Group

8. All of the Agent's rights and privileges hereunder shall inure to the benefit of its successors and assigns and shall bind the undersigned's successors or assigns.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this _____ day of _____, 2014.

[NAME OF LANDLORD]

By: _____

Name:

Title:

DOCS 20431549


A large rectangular area at the bottom of the page is redacted with a solid light red color. It starts below the text 'DOCS 20431549' and extends across most of the width of the page.

EXHIBIT D

FORM OF BAILEE LETTER

_____, 20

[NAME OF BAILEE]

[ADDRESS OF BAILEE]

Re: [NAME OF CREDIT PARTY] (the "Bailor")

Ladies and Gentlemen:

This letter (the "Letter") is to advise _____ (the "Bailee") that the Bailor executed and delivered to Canadian Imperial Bank of Commerce, in its capacity as Agent for certain lenders (the "Agent") a Credit Agreement (as may be modified, amended, renewed, extended, restated, or replaced from time to time, the "Credit Agreement"), pursuant to which the Bailor granted to the Agent a security interest in, among other things, all inventory of the Bailor, some of which is in possession of the Bailee from time to time (the "Controlled Inventory"). By executing this Letter, the Bailee acknowledges that from time to time the Bailee is in possession of Controlled Inventory and that, because of the Agent's interest in the Controlled Inventory, the instructions contained in this Letter are irrevocable and cannot be altered or amended without the prior written consent of the Agent. The Bailor's execution of this Letter is conclusive evidence to the Bailee of its confirmation of and agreement to the foregoing and of its agreement to be bound by all terms of this Letter on which the Bailee is entitled to rely for all purposes until written notice of termination of this Letter is given to the Bailee by the Agent.

The Bailee recognizes the Agent's continuing security interest in the Controlled Inventory and in the proceeds thereof. The Bailee covenants and agrees that the Controlled Inventory is and shall remain owned by the Bailor, and that the Agent may at any time and from time to time during normal operating hours of the Bailee's facility, inspect, remove and/or repossess (subject to the express provisions herein respecting the payment of Storage Fees defined below), the Controlled Inventory while in possession of the Bailee without accountability to the Bailee therefor and free of any lien, security interest, right or claim which the Bailee may now or hereafter have, such right of the Agent being independent of any other right or remedy the Agent may have. The Bailee hereby authorizes and empowers the Agent to access the premises where the Controlled Inventory is located during normal operating hours of the Bailee's facility for the purposes of guarding and maintaining the Controlled Inventory, preparing and showing the same for sale and/or conducting a sale thereof. From the date on which the Agent notifies the Bailee that an "Event of Default" (as defined in the Credit Agreement) the Bailee hereby waives and releases, for the benefit of the Agent, its successors and assigns, any and all liens, security interests, rights and claims of every kind, whether statutory, contractual or by law, which the Bailee may now or hereafter have with respect to the Controlled Inventory, including, without limitation, any rights to seize, hold, restrain, levy upon, take possession of, sell or otherwise transfer or dispose of the Controlled Inventory and the Bailee further acknowledges and agrees that no negotiable warehouse receipts or documents of title will be issued covering the Controlled Inventory.

So long as no Default Period (hereinafter defined) is continuing, the Bailor may control the Controlled Inventory. From the date on which the Agent notifies the Bailee that an "Event of Default" (as defined in the Credit Agreement) has occurred and thereafter until the Bailee receives notice from the Agent that such Event of Default is no longer continuing and that no other Event of Default is continuing (such period being referred to herein as a "Default Period"), the Bailee, the Bailor and the Agent agree that the Agent shall have the exclusive right to direct the Bailee as to control of the Controlled Inventory, which includes, without limitation, the right to dispose of, repossess or remove the Controlled Inventory, and the Bailee shall not comply in any respect with any request or direction by the Bailor in connection with the Controlled Inventory, unless consented to in writing by the Agent.

At any time when the Bailee has possession of the Controlled Inventory, the Bailee agrees to prevent the commingling of the Controlled Inventory in its possession with other Inventory, goods or items in the Bailee's possession by clearly separating, dividing or otherwise isolating the Controlled Inventory from all such other items in the Bailee's possession. The Bailee will also clearly identify the Controlled Inventory as belonging to the Bailor, through the use of labels, tags, or other similar coding methods.

The Bailee will from time to time deliver to the Agent, upon the written request of the Agent (which request may be by facsimile transmission) and at the Bailor's cost and expense, such information regarding the Controlled Inventory as may be reasonably requested by the Agent. The Bailee confirms in favour of the Agent that it has not, prior to the date hereof, executed in favour of any third party any document, instrument or agreement pursuant to which (a) the Bailee has acknowledged a security interest in the Controlled Inventory in favour of such third party, or (b) the Bailee has agreed to follow the instructions of such third party in respect of the Controlled Inventory.

The Bailor agrees that the Bailee shall be fully protected in acting on any notice or direction by the Agent relating to the Controlled Inventory without making any inquiry whatsoever as to the Agent's right or authority to give such notice or direction. Further, the Bailee shall have no liabilities to the Bailor or the Agent other than those imposed upon it by law for its own lack of good faith, gross negligence or wilful misconduct. The Bailee shall not be liable for consequential, indirect or special damages, even if the Bailee has been advised of the possibility of such damages. The Bailee shall not be liable for any failure or delay in performing any service under this Letter in the event and to the extent that such failure arises out of causes beyond the Bailee's control, including but not limited to war, civil commotion, an Act of God, fire, flood, explosion, sabotage, failure or interruption of electrical or other power supplies or of transportation services, compliance with governmental laws, regulations or orders, and strikes and lockouts.

The Bailor agrees to pay the Bailee's costs and expenses, including reasonable legal fees, in connection with the execution, delivery and administration of this Letter.

The Bailor and the Agent, jointly and severally, hereby agree to indemnify and save the Bailee harmless from and against any and all losses, costs and expenses arising out of the compliance by the Bailee with the terms of the instructions contained herein.

If the Bailor is unable to fulfill its obligations to the Bailee in respect of warehouse fees and other expenses payable by the Bailor to the Bailee in connection with the storage, handling and delivery of the Controlled Inventory (collectively, the "Storage Fees"), the Agent agrees that, as a condition to the Agent's rights of access to the Controlled Inventory and the Agent's rights of inspection, removal and/or repossession of the Controlled Inventory provided for in this Letter, it will

pay to the Bailee all Storage Fees which remain unpaid as at the commencement of any Default Period together with any Storage Fees incurred during the continuance of a Default Period.

The Bailor acknowledges and agrees that (a) any amounts paid by the Agent to the Bailee hereunder shall constitute "Obligations" of the Bailor for purposes of the Credit Agreement, and (b) that this Letter is a "Loan Document" as such term is defined in the Credit Agreement dated _____ between the Agent and the Bailor, as borrower.

This Letter may only be terminated by the Agent upon written notice to the Bailee.

This Letter may be execute in one or more counterparts by facsimile transmission, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

If the foregoing instructions, terms and agreements are acceptable to the Bailee, please indicate the Bailee's acceptance by signing this letter in the space provided below and returning it to the Bailor.

Sincerely,

[NAME OF CREDIT PARTY]

By: _____
Name:
Title:

AGREED AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE

Address for Notice:

By: _____
Name:
Title:

199 Bay Street, 4th Floor
Toronto, ON M5L 1A2
Attention: Senior Director, Portfolio Management,
Asset Based Lending Group

[BAILEE]

By: _____
Name:
Title:

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION

Dated: _____, 20____

Reference is made to the credit agreement dated as of October 24, 2014 (as amended, modified, supplemented and in effect from time to time, the “**Credit Agreement**”), among Mastermind LP, as borrower (the “**Borrower**”), Mastermind GP Inc., as guarantor, Canadian Imperial Bank of Commerce, as agent (the “**Agent**”), and the other financial institutions party thereto from time to time, as lenders. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

This Assignment and Transfer Agreement (the “**Assignment and Transfer Agreement**”), between [*Insert Name of Assignor*] (herein the “**Assignor**”, as further defined and set forth on Schedule 1 hereto and made a part hereof) and [*Insert Name of Assignee*] (herein the “**Assignee**”, as further defined and set forth on Schedule 1 hereto and made a part hereof) is dated as of Effective Date (as set forth on Schedule 1 hereto and made a part hereof).

1. The Assignor hereby irrevocably sells and assigns to the Assignee without recourse to the Assignor (subject to Section 2 hereof), and the Assignee hereby irrevocably purchases and assumes from the Assignor without recourse to the Assignor (subject to Section 2 hereof), as of the Effective Date, an undivided interest (the “**Assigned Interest**”) in and to all the Assignor’s rights and obligations under the Credit Agreement, and only the financing facility contained in the Credit Agreement as is set forth on Schedule 1 (the “**Assigned Facility**”), in a principal amount for such Assigned Facility as set forth on Schedule 1, and all right, title and interest of the Assignor in and to the Loan Documents relating thereto.

2. The Assignor (i) represents and warrants that it is legally authorized to enter into this Assignment and Transfer Agreement, (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other instrument, document or agreement executed in conjunction therewith (collectively the “**Ancillary Documents**”) or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any Collateral thereunder or any of the Ancillary Documents furnished pursuant thereto, other than that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or any guarantor or the performance or observance by the Borrower or any guarantor of any of its respective obligations under the Credit Agreement or any of the Ancillary Documents furnished pursuant thereto.

3. The Assignee (i) represents and warrants that it is legally authorized to enter into this Assignment and Transfer Agreement; (ii) confirms that it has received a copy of the Credit Agreement, together with the copies of the most recent financial statements of the Borrower, and such other documents and information as it has deemed appropriate to make its own credit analysis; (iii) agrees that it will, independently and without reliance upon the Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (v) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the

obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

4. Following the execution of this Assignment and Transfer Agreement, such agreement will be delivered to the Agent for acceptance by it and the Borrower, effective as of the Effective Date.

5. Upon such acceptance, from and after the Effective Date, the Agent shall make all payments in respect of the assigned interest (including payments of principal, interest, fees and other amounts) to the Assignee, whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date made by the Agent or with respect to the making of this assignment directly between themselves.

6. From and after the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Transfer Agreement, have the rights and obligations of a Lender thereunder, and (ii) the Assignor shall, to the extent provided in this Assignment and Transfer Agreement, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Assignment and Transfer Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

8. This Assignment and Transfer Agreement may be executed in one or more counterparts by facsimile transmission, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Transfer Agreement to be executed by their respective duly authorized officers.

Accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,

As Lender and Agent for the Lenders:

By: _____

Title: _____

By: _____

Title: _____

[NAME OF ASSIGNEE],

As Assignee

By: _____

Title: _____

By: _____

Title: _____

[NAME OF ASSIGNOR]

As Assignee

By: _____

Title: _____

By: _____

Title: _____

Consented to:⁵⁴
=

**MASTERMIND LP, by its general partner,
MASTERMIND GP INC.**

By: _____

Title: _____

⁵⁴
= Borrower consent not required at any time after the occurrence of an Event of Default.

Schedule 1 to Assignment and Transfer Agreement

Name of Assignor:•

Name of Assignee:•

Effective Date of Assignment: _____, 20____

Assigned Facility	Principal Amount Assigned	Percentage Assigned of Facility (Shown as a percentage of aggregate original principal amount of all Lenders)
Revolving Loans	\$•	•%
Term Loans	\$•	•%
BCAP Loans	\$•	•%
Total:	\$•	

EXHIBIT F

FORM OF REPAYMENT NOTICE

(Letter to be typed on Borrower's Letterhead, scan signed letter and email to CIBCABLCollateralAnalysts@cibc.com)

CANADIAN IMPERIAL BANK OF COMMERCE, _____, 20_
199 Bay Street, 4th Floor
Toronto, ON M5L 1A2
Attention: Collateral Analyst

REPAYMENT NOTICE

Ladies/Gentlemen:

We refer to the credit agreement dated October 24, 2014 (as amended, modified, supplemented and in effect from time to time, the "**Credit Agreement**"; capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement), between Mastermind LP, as borrower (the "**Company**"), Mastermind GP Inc., as guarantor, Canadian Imperial Bank of Commerce, as agent (the "**Agent**"), and the other financial institutions party thereto from time to time, as lenders (the "**Lenders**").

We hereby notify the Agent of our repayment of the **[Revolving Loans] / [Term Loans] / [BCAP Loans]** (as defined in the Credit Agreement), subject to and in accordance with the terms and provisions of the Credit Agreement in the amount of:

A. The repayment amount:

Canadian Prime Loan: CAD\$_____ Base Rate Loan: US\$_____

B. The date of repayment*: _____

*If notice is received prior to 10:00 AM (Toronto time) on the repayment date, otherwise the date of repayment will be the following Business Day.

Proceeds of the repayment are to be deposited to the account of Canadian Imperial Bank of Commerce as follows:

Bank Name:	CIBC, Main Branch Commerce Court, Toronto, ON
Account Name:	CIBC Asset Based Lending suspense account
Transit #:	00002
Account Number:	CAD 09-68617
	USD 05-38507

The herein mentioned repayment does not constitute, nor shall it be construed as, a termination or partial termination of the Credit Agreement or the Credit.

Yours truly,

MASTERMIND LP, by its general partner,

MASTERMIND GP INC.

By: _____

Name:

Title:

EXHIBIT G

FORM OF RESPONSIBLE OFFICER'S CERTIFICATE

TO: Canadian Imperial Bank of Commerce, as Agent

The undersigned, _____ **[TITLE of AUTHORIZED SIGNING OFFICER]**, of Mastermind LP (the "**Borrower**"), pursuant to Section 5.1 of the credit agreement dated as of October 24, 2014, between, amongst others, Canadian Imperial Bank of Commerce, as Agent, Mastermind GP Inc., as guarantor, and the Borrower (as amended, restated, supplemented, replaced or otherwise modified from time to time the "**Credit Agreement**"), **DOES HEREBY CERTIFY** in **[his/her]** capacity as an authorized signing officer of the general partner of the Borrower and not in **[his/her]** personal capacity that:

1. The financial statements attached hereto present fairly, in all material respects, the financial condition of the Borrower on a consolidated basis at the end of the particular accounting period set out in such financial statements, as well as the Borrower's results of operations during such accounting period, subject to normal year-end audit adjustments and the absence of notes;

2. A review of such financial statements and of the activities of the Borrower and its Subsidiaries during the period covered by such financial statements has been made under my supervision has been made with a view to determining whether the Borrower and the Subsidiaries have fulfilled all of their obligations;

3. During the accounting period set out in such financial statements:

(a) there has been no Default or Event of Default under the Credit Agreement, except as disclosed to the Agent;

(b) no Material Adverse Change has occurred;

(c) the representation and warranties contained in the Credit Agreement and the other Loan Documents are correct in all material respects on and as of the date hereof as though made on and as of such date, other than any such representation or warranty which relates to a specified prior date and except to the extent that the Agent has been notified in writing by the Borrower that any representation or warranty is not correct and the Lenders have explicitly waived in writing compliance with such representation or warranty;

(d) no change in GAAP or in the application thereof has occurred since the date of the most recent audited annual financial statements of the Borrower delivered to the Agent
[Note: - If a change has occurred, specify the details of the change and its effect on the accompanying financial statements];

(e) the ~~Fixed Charge Coverage Ratio~~ EBITDA of the Borrower is equal to _____ as at **[insert last month end date]** (as evidenced by the statements and calculations attached hereto as Annex A); and

-

(f) the Borrower and the other Credit Parties have been in compliance with Section 6.4 of the Credit Agreement and Annex B hereto sets out details of all transactions contemplated by Section 6.4 of the Credit Agreement and the details of such compliance.

4. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Responsible Officer's certificate on behalf of the Borrower as of the _____ day of _____, 20____.

By: _____

Name:

Title:

-

ANNEX A

-

ANNEX B

|

THIS SEVENTH AMENDING AGREEMENT (this “**Seventh Amending Agreement**”) made as of the 22 day of January, 2020.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014, as amended by a first amending agreement dated as of July 29, 2015, a second amending agreement dated as of April 4, 2016, a third amending agreement dated as of September 26, 2016, a fourth amending agreement dated as of April 24, 2017, a fifth amending agreement dated as of July 25, 2017, and a sixth amendment agreement dated as of January 14, 2019 (collectively, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement as provided herein and such revisions require the approval of the Lenders;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Seventh Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Seventh Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Seventh Amending Agreement otherwise requires, the Credit Agreement and this Seventh Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Seventh Amending Agreement were contained in one agreement. The term "Agreement" when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

(a) Section 2.1 (b) is hereby deleted in its entirety and replaced with the following:

✓ "Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a "Term Loan") to the Borrower from time to time during the period commencing on the Fifth Amendment Effective Date and ending on the Maturity Date (each such commitment, a "Term Commitment") in an aggregate principal amount up to the amount set forth beside such Lender's name in Schedule A under the heading "Term Commitment". The Term Credit shall be available for a period of 36 months following the Fifth Amendment Effective Date. Each Borrowing shall be in a minimum amount of \$500,000 and shall be denominated and maintained thereafter in Cdn.\$.. Should the full amount of the Commitments to make Term Loans (being \$3,000,0000 as at the Fifth Amendment Effective Date) not be fully drawn by the Borrower within 36 months of the Fifth Amendment Effective Date, such undrawn amount shall be immediately and permanently cancelled."

(b) Section 2.9 (f) is hereby deleted in its entirety and replaced with the following:

✓ "Mandatory Repayment of Principal – Term Facility. The principal amount of the Term Loans shall be repaid in 36 equal monthly principal instalments. The first principal payment will commence on the earlier of (i) the first month following the 36 month anniversary of the Fifth Amendment Effective Date, and (ii) the first month following the date in which there shall be no further availability to obtain advances pursuant to the Term Credit."

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Seventh Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- i. the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- ii. as of the date of the Seventh Amendment Effective Date, no Default or Event of Default exists.

Section 5 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Seventh Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 6 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Seventh Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Seventh Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Seventh Amending Agreement.

Section 7 Counterparts

This Seventh Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 8 Governing Law

This Seventh Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MASTERMIND LP by its general partner,
MASTERMIND GP INC.

By: P. L.
Name: PINDEL BASI
Title: ENP+CFO

MASTERMIND GP INC.

By: P. L.
Name: PINDEL BASI
Title: ENP+CFO

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent and as Lender**

By: 

Name: Courtney Savage

Title: Authorized Signatory

By: 

Name:

Title: Anthony Tsuen
Authorized Signatory

THIS SIXTH AMENDING AGREEMENT (this “**Sixth Amending Agreement**”) made as of the 14 day of January, 2019.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014, as amended by a first amending agreement dated as of July 29, 2015, a second amending agreement dated as of April 4, 2016, a third amending agreement dated as of September 26, 2016, a fourth amending agreement dated as of April 24, 2017, and a fifth amending agreement dated as of July 25, 2017 (collectively, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement as provided herein and such revisions require the approval of the Lenders;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Sixth Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Sixth Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Sixth Amending Agreement otherwise requires, the Credit Agreement and this Sixth Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Sixth Amending Agreement were contained in one agreement. The term "Agreement" when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

(a) Section 2.1 (b) is hereby deleted in its entirety and replaced with the following:

N/A
"Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a "Term Loan") to the Borrower from time to time during the period commencing on the Fifth Amendment Effective Date and ending on the Maturity Date (each such commitment, a "Term Commitment") in an aggregate principal amount up to the amount set forth beside such Lender's name in Schedule A under the heading "Term Commitment". The Term Credit shall be available for a period of 30 months following the Fifth Amendment Effective Date. Each Borrowing shall be in a minimum amount of \$500,000 and shall be denominated and maintained thereafter in Cdn.\$.. Should the full amount of the Commitments to make Term Loans (being \$3,000,000 as at the Fifth Amendment Effective Date) not be fully drawn by the Borrower within 30 months of the Fifth Amendment Effective Date, such undrawn amount shall be immediately and permanently cancelled."

(b) Section 2.9 (f) is hereby deleted in its entirety and replaced with the following:

N/A
"Mandatory Repayment of Principal – Term Facility. The principal amount of the Term Loans shall be repaid in 36 equal monthly principal instalments. The first principal payment will commence on the earlier of (i) the first month following the 30 month anniversary of the Fifth Amendment Effective Date, and (ii) the first month following the date in which there shall be no further availability to obtain advances pursuant to the Term Credit."

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Sixth Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- i. the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- ii. as of the date of the Sixth Amendment Effective Date, no Default or Event of Default exists.

Section 5 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Sixth Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 6 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Sixth Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Sixth Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Sixth Amending Agreement.

Section 7 Counterparts

This Sixth Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


Section 8 Governing Law

This Sixth Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.


[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MASTERMIND LP by its general partner,
MASTERMIND GP INC.

By: 
Name: P. INDRA BASKI
Title: EVP + CFO

MASTERMIND GP INC.

By: 
Name: P. INDRA BASKI
Title: EVP + CFO

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent and as Lender

By: _____

Name: **Courtney Savage**

Title: **Authorized Signatory**

By: _____

Name:

Title:

Geoff Golding
Authorized Signatory

THIS FIFTH AMENDING AGREEMENT (this “**Fifth Amending Agreement**”) made as of the 25th day of July, 2017.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014, as amended by a first amending agreement dated as of July 29, 2015, a second amending agreement dated as of April 4, 2016, a third amending agreement dated as of September 26, 2016 and a fourth amending agreement dated as of April 24, 2017 (collectively, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement as provided herein and such revisions require the approval of the Lenders;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Fifth Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Fifth Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Fifth Amending Agreement otherwise requires, the Credit Agreement and this Fifth Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Fifth Amending Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

(1) Section 1.1 of the Credit Agreement is amended as follows:

- a) The definition of “Borrowing Base” is hereby deleted in its entirety and replaced with the following:

“**Borrowing Base**” means, at any time, an amount (which may not be less than zero) equal to the sum of:

i. up to:

A. 100% during the Seasonal Bulge; and

B. up to 90% at all other times

of the aggregate amount of all Eligible Accounts,

ii. plus, up to:

A. 100% during the Seasonal Bulge; and

B. up to 90% at all other times

of the appraised net orderly liquidation value of all Eligible Inventory,

iii. minus, an amount equal to all Priority Payables,

iv. minus, an amount equal to all other Availability Reserves.

provided that the amount included in the Borrowing Base on account of Eligible In-Transit Inventory shall not exceed \$2,000,000.

- b) The definition of “Credit” is hereby deleted in its entirety and replaced with the following:

“**Credit**” means the Revolving Credit, being (i) a Cdn.\$35,000,000 revolving credit facility, and (ii) the Term Credit, being the \$3,000,000 delayed draw term facility established pursuant to the Commitments of the Lenders.”

- c) The definition of “EBITDA” is hereby deleted in its entirety and replaced with the following:

“**EBITDA**” means, for the Borrower on a consolidated basis and for any period, without duplication, an amount equal to the Consolidated Net Income for such period less:

- i. any non-cash income included in Consolidated Net Income and consolidated unrealized foreign exchange gains,

plus to the extent deducted from Consolidated Net Income,

- i. Interest Expense, depreciation, depletion and impairment, amortization expense and income tax expenses,

- ii. consolidated unrealized foreign exchange losses,

- iii. any management fees paid to Birch Hill Equity Partners Management Ltd. to the extent permitted to be paid pursuant to the provisions of the Agreement,

- iv. any one-time integration expenses relating to store pre-opening costs, and

- v. the amount of projected annual “run-rate” contributions in respect of new stores opened over the last 12-month period, projected by the Borrower in good faith and certified by a Responsible Officer of the Borrower in writing provided that the aggregate amount of all contributions added back to EBITDA during any measurement period shall not exceed 15% of EBITDA for such measurement period calculated after the add-back or adjustment for any such item.

For greater certainty, EBITDA for any period shall be determined after the payment of all management and employee bonuses and non-arm’s length consulting fees for such period.”

- d) The definition of “Fixed Charge Coverage Ratio” is hereby deleted in its entirety and replaced with the following:

“**Fixed Charge Coverage Ratio**” means, as of the last day of any calendar month, the ratio of (a) without duplication, EBITDA for the Rolling Period ended on that date minus the sum of (i) Capital

Expenditures which are not financed Capital Expenditures (net of cash tenant inducements or allowances) made by the Borrower during such Rolling Period plus (ii) income taxes paid in cash or cash equivalents by the Borrower during such Rolling Period plus (iii) Restricted Payments made in accordance with Section 6.6 (c) and (d) to (b) the sum of (i) Interest Expense for such Rolling Period plus (ii) the aggregate of all cash dividends, cash distributions to unitholders of the Borrower (excluding management fees paid to Birch Hill Equity Partners Management Ltd.) and mandatory principal payments on Indebtedness made by the Borrower during such Rolling Period. For the purposes of calculating the Fixed Charge Coverage ratio, the Borrower may consider up to an aggregate of \$5,000,000 in Capital Expenditures (provided that such amount shall not exceed \$5,000,000 in the aggregate over the term of this Agreement) plus any Capital Expenditures funded through the issuance of Equity Securities by the Borrower as financed Capital Expenditures for a Rolling Period.”

- e) The definition of “Maturity Date” is hereby deleted in its entirety and replaced with the following:

“**“Maturity Date”** means the third anniversary of the Fifth Amendment Effective Date (or, if such third anniversary is not a Business Day, the next Business Day thereafter).”

- f) The definition of “Revolving Credit” is hereby deleted in its entirety and replaced with the following:

“**“Revolving Credit”** means the \$35,000,000 revolving credit facility made available by the Lenders to the Borrower.”

- g) The definition of “**Tangible Net Worth**” is hereby deleted in its entirety.

- (2) Section 1.1 of the Credit Agreement is further amended by inserting the following definitions in alphabetical order therein:

“**“Fifth Amendment Effective Date”** means the date on which the conditions set out in the Fifth Amending Agreement are satisfied or waived.”

“**“Seasonal Bulge”** means March 1st to October 31st of each calendar year, and may be terminated by the Borrower at any time.”

- (3) Section 2.1 of the Credit Agreement is hereby deleted in its entirety and substituted with the following therefor:

“**“2.1 Commitments.**

- (a) Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a “**Revolving Loan**”) to the Borrower from time to time during the period commencing on the Effective

Date and ending on the Maturity Date (each such commitment, a “**Revolving Commitment**”) in an aggregate principal amount up to the amount set forth beside such Lender’s name in Schedule A under the heading “Revolving Commitment”, provided that a Lender shall not be required to extend further credit hereunder if any further extension of credit made by such Lender as requested by the Borrower would result in (i) such Lender’s Exposure exceeding such Lender’s Commitment in respect of Revolving Loans, or (ii) the sum of the total Exposure exceeding either the total Commitment or the Borrowing Base. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, repay and reborrow Revolving Loans. In addition, the Borrower may, on at least ten (10) days’ prior written notice to the Agent, from time to time permanently increase the Revolving Credit in an aggregate principal amount of up to \$15,000,000, provided that (i) such Commitment increase shall be offered to each Lender on a pro rata basis, (ii) each Lender may agree to accept or decline a requested Commitment increase in its sole discretion, (iii) no increase in the Commitments shall be made if a Default or an Event of Default shall have occurred and be continuing or would result after giving effect to such increase, (iv) each such increase shall be in a minimum principal amount of \$1,000,000, (v) the Borrower shall pay to the Agent, for the account of the Lenders, a one-time fee in an amount equal to 0.35% of the amount of each such Commitment increase, and (vi) the aggregate principal amount of all such Commitment increases shall not exceed \$15,000,000. The pro rata share of each Lender’s Commitment hereunder shall automatically increase as a result of any permitted increase in the Commitment hereunder, and Schedule A shall be amended to reflect any such permitted increase.

(b) Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a “Term Loan”) to the Borrower from time to time during the period commencing on the Fifth Amendment Effective Date and ending on the Maturity Date (each such commitment, a “Term Commitment”) in an aggregate principal amount up to the amount set forth beside such Lender’s name in Schedule A under the heading “Term Commitment”. The Term Credit shall be available for a period of 18 months following the Fifth Amendment Effective Date. Each Borrowing shall be in a minimum amount of \$500,000 and shall be denominated and maintained thereafter in Cdn.\$.

Should the full amount of the Commitments to make Term Loans (being \$3,000,0000 as at the Fifth Amendment Effective Date) not be fully drawn by the Borrower within 18 months of the Fifth Amendment Effective Date, such undrawn amount shall be immediately and permanently cancelled.”

(4) Section 5.1(j) of the Credit Agreement is hereby deleted in its entirety and replaced with the following therefor:

““such appraisals of the inventory of the Borrower and the Credit Parties as the Agent may request at any time, such appraisals to be conducted at the expense of the Borrower by an appraiser that is acceptable to the Agent, and shall be in scope, form and substance acceptable to the Agent; provided that the Borrower

shall be responsible for the expenses of only one (1) appraisal in any Fiscal Year unless the Borrower has Average Excess Availability less than 15% of the Borrowing Base calculated on a rolling 30-day period as of such date (or the Borrower has Average Excess Availability less than 5% of the Borrowing Base for the period of the Seasonal Bulge) in which case the Borrower will be responsible for the expenses of two (2) sets of appraisals in that Fiscal Year. If an Event of Default has occurred and is continuing then the Borrower will be liable for the expenses of any further appraisals (in any Fiscal Year) required by the Agent in its Permitted Discretion;”

(5) Section 5.1(n) of the Credit Agreement is hereby deleted in its entirety and replaced with the following therefor:

““at the cost of the Borrower, a report or reports of an independent collateral field examiner (which collateral field examiner may be the Agent or an Affiliate thereof) approved (i) by the Borrower, whose approval shall not be unreasonably withheld, and (ii) by the Agent with respect to the Eligible Accounts and Eligible Inventory components included in the Borrowing Base. The Agent may (and, at the direction of the Required Lenders, shall) request such reports or additional reports as it (or the Required Lenders) shall reasonably deem necessary; provided that the Borrower shall be responsible for the expenses of only one (1) set of appraisal in any Fiscal Year unless, the Borrower has Average Excess Availability less than 15% of the Borrowing Base calculated on a rolling 30-day period as of such date (or the Borrower has Average Excess Availability less than 5% of the Borrowing Base for the period of the Seasonal Bulge) in which case the Borrower will be responsible for the expenses of two (2) field examination in that Fiscal Year. If an Event of Default has occurred and is continuing then the Borrower will be liable for the expense of any additional field examinations in such Fiscal Year;”

(6) Section 5.13 of the Credit Agreement is hereby deleted in its entirety and replaced with the following therefor:

““Fixed Charge Coverage Ratio Covenant.

The Borrower will, at all times maintain a Fixed Charge Coverage Ratio at a level not less than 1.0:1.0. The Borrower’s compliance with this Section 5.13 shall be tested monthly as at the last day of each month.

(7) Section 6.6 of the Credit Agreement is hereby deleted in its entirety and substituted with the following therefor:

““6.6 Restricted Payments.

No Credit Party will (without the prior written consent of the Agent) declare, pay or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) the Borrower may declare and pay dividends or make Restricted Payments with respect to its Equity Securities payable solely in additional Equity Securities, (b) any

Credit Party (other than the Borrower) may declare and pay dividends or make Restricted Payments to the Borrower or any other Credit Party (other than the Borrower) and any Credit Party (other than the Borrower) may redeem or repurchase its own Equity Securities, (c) the payment of management fees to Birch Hill Equity Management Ltd. in an aggregate amount not to exceed \$250,000 in any Fiscal Year provided that there exists no Default or Event of Default at the time of the making of such payment, (d) the Borrower may make Restricted Payments to its partners in or in respect of any period in an aggregate amount equivalent to the taxes which would otherwise have been payable to the relevant tax authorities if the Borrower were a corporation; (e) the Borrower may redeem, purchase or otherwise acquire Equity Securities of the Borrower owned by any Employee Holdco upon the applicable employee, officer or director of such Employee Holdco ceasing to be an officer, director or employee of the Borrower or Mastermind GP Inc. provided that no such acts may be taken unless each of the following items are satisfied: (w) in the case of items (a) and (b) above, the Seasonal Bulge has been terminated, (x) there exists no Default or Event of Default (y) the Borrower maintains Average Excess Availability for the 30 days prior to the contemplated payment of no less than 15% of the Borrowing Base, and (z) the Borrower maintains Average Excess Availability for the 30 days after the contemplated payment of no less than 15% of the Borrowing Base, and (f) the Borrower may make other Restricted Payments subject to the terms herein: (i) if there has been no advance under the Term Loan, (w) the Seasonal Bulge has been terminated, (x) there exists no Default or Event of Default, (y) the Borrower maintains Average Excess Availability for the 30 days prior to the contemplated payment of no less than 15% of the Borrowing Base and (z) the Borrower maintains Average Excess Availability for the 30 days after the contemplated payment of no less than 15% of the Borrowing Base, or (ii) if there has been an advance of a Term Loan, (v) the Seasonal Bulge has been terminated, (w) there exists no Default or Event of Default, (x) the Borrower has a Fixed Charge Coverage Ratio of no less than 1.0:1.0, (y) the Borrower has Average Excess Availability for the 30 days prior to the contemplated payment of no less than 15% of the Borrowing Base and (z) the Borrower maintains Average Excess Availability for the 30 days after the contemplated payment of no less than 15% of the Borrowing Base.”

(8) Schedule A of the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit 1 hereto.

(9) Exhibit G of the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit 2 hereto.

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Fifth Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- i. the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- ii. as of the date of the Fifth Amendment Effective Date, no Default or Event of Default exists.

Section 5 Conditions Precedent

This Fifth Amending Agreement shall be subject to and conditional upon the following conditions precedent being satisfied:

- (a) The Agent having received an opinion of Davies Ward Phillips & Vineberg LLP (Ontario law), in respect of the Borrower and Guarantor;
- (b) The Agent having received an executed officer's certificate in respect of the Borrower and Guarantor which shall include the resolutions authorizing the execution, delivery and performance of each Credit Party's respective obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of the Credit Parties executing this Agreement or any other documents to be provided pursuant to the provisions hereof; and
- (c) The Agent having received a limited partner report for the Borrower and a certificate of status for the Guarantor.

Section 6 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Fifth Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 7 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Fifth Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Fifth Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) set forth therein including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Fifth Amending Agreement.

Section 8 Counterparts

This Fifth Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 9 Governing Law

This Fifth Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

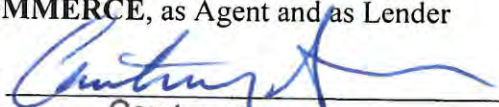
MASTERMIND LP, by its general partner,
MASTERMIND GP INC.

By: P. L.
Name: PINDEL BASI
Title: EVP + CFO

MASTERMIND GP INC.

By: P. L.
Name: PINDEL BASI
Title: EVP + CFO

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent and as Lender**

By: 
Name: **Courtney Savage**
Title: **Authorized Signatory**

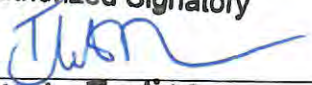
By: 
Name: **Italo Fortino**
Title: **Authorized Signatory**

EXHIBIT 1

SCHEDULE A

COMMITMENTS

<u>Lender</u>	<u>Lending Commitment</u>	<u>Term Commitment</u>	<u>Total Commitments</u>
Canadian Imperial Bank of Commerce	\$35,000,000	\$3,000,000	\$38,000,000

EXHIBIT 2

EXHIBIT G

FORM OF RESPONSIBLE OFFICER'S CERTIFICATE

TO: Canadian Imperial Bank of Commerce, as Agent

The undersigned, _____ **[TITLE of AUTHORIZED SIGNING OFFICER]**, of Mastermind LP (the "**Borrower**"), pursuant to Section 5.1 of the credit agreement dated as of October 24, 2014, between, amongst others, Canadian Imperial Bank of Commerce, as Agent, Mastermind GP Inc., as guarantor, and the Borrower (as amended, restated, supplemented, replaced or otherwise modified from time to time the "**Credit Agreement**"), **DOES HEREBY CERTIFY** in **[his/her]** capacity as an authorized signing officer of the general partner of the Borrower and not in **[his/her]** personal capacity that:

1. The financial statements attached hereto present fairly, in all material respects, the financial condition of the Borrower on a consolidated basis at the end of the particular accounting period set out in such financial statements, as well as the Borrower's results of operations during such accounting period, subject to normal year-end audit adjustments and the absence of notes;

2. A review of such financial statements and of the activities of the Borrower and its Subsidiaries during the period covered by such financial statements has been made under my supervision has been made with a view to determining whether the Borrower and the Subsidiaries have fulfilled all of their obligations;

3. During the accounting period set out in such financial statements:

(a) there has been no Default or Event of Default under the Credit Agreement, except as disclosed to the Agent;

(b) no Material Adverse Change has occurred;

(c) the representation and warranties contained in the Credit Agreement and the other Loan Documents are correct in all material respects on and as of the date hereof as though made on and as of such date, other than any such representation or warranty which relates to a specified prior date and except to the extent that the Agent has been notified in writing by the Borrower that any representation or warranty is not correct and the Lenders have explicitly waived in writing compliance with such representation or warranty;

(d) no change in GAAP or in the application thereof has occurred since the date of the most recent audited annual financial statements of the Borrower delivered to the Agent **[Note: - If a change has occurred, specify the details of the change and its effect on the accompanying financial statements]**;

(e) the Fixed Charge Coverage Ratio of the Borrower is equal to _____ as at **[insert last month end date]** (as evidenced by the statements and calculations attached hereto as Annex A); and

(f) the Borrower and the other Credit Parties have been in compliance with Section 6.4 of the Credit Agreement and Annex B hereto sets out details of all transactions contemplated by Section 6.4 of the Credit Agreement and the details of such compliance.

4. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Responsible Officer's certificate on behalf of the Borrower as of the _____ day of _____, 20____.

By:_____

Name:

Title:

ANNEX A

ANNEX B

THIS FOURTH AMENDING AGREEMENT (this “**Fourth Amending Agreement**”)
made as of the 24 day of April, 2017.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014 (the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain terms and conditions of the Credit Agreement in accordance with the terms and conditions set forth in this Amending Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Fourth Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Fourth Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Fourth Amending Agreement otherwise requires, the Credit Agreement, First Amending Agreement dated as of July 29, 2015, Second Amending Agreement dated as of April 4, 2016, Third Amending Agreement dated as of September 26, 2016 and this Fourth Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement, First Amending Agreement, Second Amending Agreement, Third Amending Agreement, and this Fourth Amending Agreement were contained in one agreement. The term "Agreement" when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

- (a) Section 2.1 (b) is hereby deleted in its entirety and replaced with the following:

"Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a "Term Loan") to the Borrower from time to time during the period commencing on the Effective Date and ending on the Maturity Date (each such commitment, a "Term Commitment") in an aggregate principal amount up to the amount set forth beside such Lender's name in Schedule A under the heading "Term Commitment". The Term Credit shall be available for a period of 36 months following the Effective Date. Each Borrowing shall be in a minimum amount of \$500,000 and shall be denominated and maintained thereafter in Cdn.\$. Should the full amount of the Commitments to make Term Loans (being \$3,000,000 as at the Effective Date) not be fully drawn by the Borrower within 36 months of the Effective Date, such undrawn amount shall be immediately and permanently cancelled."

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Fourth Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- (a) the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- (b) as of the date of the effectiveness of this Fourth Amending Agreement, no Default or Event of Default exists.

Section 5 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Fourth Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 6 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Fourth Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Fourth Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Fourth Amending Agreement.

Section 7 Counterparts

This Fourth Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

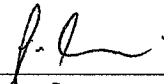
Section 8 Governing Law

This Fourth Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.


[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

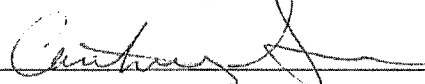
MASTERMIND LP by its general partner,
MASTERMIND GP INC.

By: 
Name: P. J. Bax
Title: ENP + CFO

MASTERMIND GP INC.

By: 
Name: P. J. Bax
Title: ENP + CFO

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent and as Lender**

By: 
Name: _____
Title: **Courtney Savage**
Authorized Signatory

By: 
Name: _____
Title: **Anthony Tsuen**
Authorized Signatory

THIS THIRD AMENDING AGREEMENT (this "Third Amending Agreement") made as of the 26th day of September, 2016.

A M O N G:

MASTERMIND LP

(hereinafter called the "**Borrower**"),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the "**Guarantor**"),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the "**Lenders**"),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the "**Agent**")

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014 (the "**Credit Agreement**");

AND WHEREAS the parties hereto wish to amend certain terms and conditions of the Credit Agreement in accordance with the terms and conditions set forth in this Amending Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Third Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Third Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Third Amending Agreement otherwise requires, the Credit Agreement, First Amending Agreement dated as of July 29, 2015, Second Amending Agreement dated as of April 4, 2016, and this Third Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement, First Amending Agreement, Second Amending Agreement, and this Third Amending Agreement were contained in one agreement. The term "Agreement" when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

- (a) Section 2.1 (b) is hereby deleted in its entirety and replaced with the following:

"Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a "Term Loan") to the Borrower from time to time during the period commencing on the Effective Date and ending on the Maturity Date (each such commitment, a "Term Commitment") in an aggregate principal amount up to the amount set forth beside such Lender's name in Schedule A under the heading "Term Commitment". The Term Credit shall be available for a period of 30 months following the Effective Date. Each Borrowing shall be in a minimum amount of \$500,000 and shall be denominated and maintained thereafter in Cdn.\$. Should the full amount of the Commitments to make Term Loans (being \$3,000,0000 as at the Effective Date) not be fully drawn by the Borrower within 30 months of the Effective Date, such undrawn amount shall be immediately and permanently cancelled."

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Third Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- (a) the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- (b) as of the date of the effectiveness of this Third Amending Agreement, no Default or Event of Default exists.

Section 5 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Third Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 6 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Third Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Third Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Third Amending Agreement.

Section 7 Counterparts

This Third Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

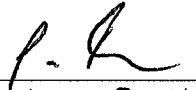
Section 8 Governing Law

This Third Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.


[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

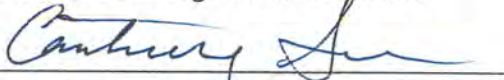
MASTERMIND LP by its general partner,
MASTERMIND GP INC.

By: 
Name: PINDER BASSI
Title: EVPI & CEO

MASTERMIND GP INC.

By: 
Name: PINDER BASSI
Title: EVPI & CEO


CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent and as Lender

By: 

Name:

Title:

Courtney Savage
Authorized Signatory

By: 

Name:

Title:

Geoff Golding
Authorized Signatory

THIS SECOND AMENDING AGREEMENT (this “**Second Amending Agreement**”) made as of the 4th day of April, 2016.

A M O N G:

MASTERMIND LP

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the “**Guarantor**”),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the “**Lenders**”),

OF THE THIRD PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent

(hereinafter called the “**Agent**”)

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014 (the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to amend certain terms and conditions of the Credit Agreement in accordance with the terms and conditions set forth in this Amending Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Second Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Second Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Second Amending Agreement otherwise requires, the Credit Agreement, First Amending Agreement dated as of July 29, 2015, and this Second Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement, First Amending Agreement and this Second Amending Agreement were contained in one agreement. The term "Agreement" when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

- (a) Section 2.1 (b) is hereby deleted in its entirety and replaced with the following:

"Subject to the terms and conditions set forth herein, each Lender commits to make Loans (each such Loan made under this Section 2.1, a "Term Loan") to the Borrower from time to time during the period commencing on the Effective Date and ending on the Maturity Date (each such commitment, a "Term Commitment") in an aggregate principal amount up to the amount set forth beside such Lender's name in Schedule A under the heading "Term Commitment". The Term Credit shall be available for a period of 24 months following the Effective Date. Each Borrowing shall be in a minimum amount of \$500,000 and shall be denominated and maintained thereafter in Cdn.\$.. Should the full amount of the Commitments to make Term Loans (being \$3,000,0000 as at the Effective Date) not be fully drawn by the Borrower within 24 months of the Effective Date, such undrawn amount shall be immediately and permanently cancelled."

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Second Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- (a) the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- (b) as of the date of the effectiveness of this Second Amending Agreement, no Default or Event of Default exists.

Section 5 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Second Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 6 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Second Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Second Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Second Amending Agreement.

Section 7 Counterparts

This Second Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

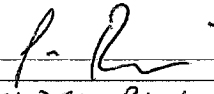
Section 8 Governing Law

This Second Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.

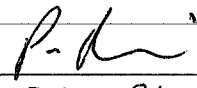
[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MASTERMIND LP by its general partner,
MASTERMIND GP INC.

By: 
Name: P. N. Basi
Title: EVP + CFO

MASTERMIND GP INC.

By: 
Name: P. N. Basi
Title: EVP + CFO

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as Agent and as Lender

By: 

Name:

Courtney Savage

Title:

Authorized Signatory

By: 

Name:

Geoff Golding

Title:

Authorized Signatory

THIS FIRST AMENDING AGREEMENT (this "**First Amending Agreement**") made as of the 29th day of July, 2015.

A M O N G:

MASTERMIND LP

(hereinafter called the "**Borrower**"),

OF THE FIRST PART

- and -

MASTERMIND GP INC.

(hereinafter called the "**Guarantor**"),

OF THE SECOND PART

- and -

**THE LENDERS FROM TIME TO TIME PARTIES
HERETO**

(hereinafter called the "**Lenders**"),

OF THE THIRD PART

- and -

**CANADIAN IMPERIAL BANK OF COMMERCE, as
administrative agent**

(hereinafter called the "**Agent**")

OF THE FOURTH PART

WHEREAS the Borrower, the Guarantor, the Agent and the Lenders are party to a credit agreement dated as of October 24, 2014 (the "**Credit Agreement**");

AND WHEREAS the Borrower has requested to permanently increase the Revolving Credit in the aggregate principal amount of \$5,000,000 pursuant to Section 2.1(a) of the Credit Agreement (the "**Commitment Increase**");

AND WHEREAS the parties hereto wish to amend certain terms and conditions of the Credit Agreement to reflect the Commitment Increase;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this First Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This First Amending Agreement is an amendment to the Credit Agreement. Unless the context of this First Amending Agreement otherwise requires, the Credit Agreement and this First Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this First Amending Agreement were contained in one agreement. The term "Agreement" when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

- (a) The definition of "Credit" is hereby deleted in its entirety and replaced with the following:

""Credit" means the Revolving Credit, being (i) a Cdn.\$15,000,000 revolving credit facility which has been increased pursuant to Section 2.1(a) in an aggregate principal amount of \$5,000,000 and for greater certainty equals \$20,000,000 and (ii) the Term Credit, being the \$3,000,000 delayed draw term facility established pursuant to the Commitments of the Lenders."

- (b) The definition of "Revolving Credit" is hereby deleted in its entirety and replaced with the following:

""Revolving Credit means the \$15,000,000 revolving credit facility which has been increased pursuant to Section 2.1(a) in an aggregate principal amount of \$5,000,000 and for greater certainty equals \$20,000,000 made available by the Lenders to the Borrower."

- (c) Schedule A of the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit 1 hereto.

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this First Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- (a) the representations and warranties set forth in Article 3 of the Credit Agreement (other than those representations and warranties given as of a certain date) are true and correct in all material respects as of the date hereof (unless such representation is qualified as to materiality in which case it shall be true in all respects); and
- (b) as of the date of the effectiveness of this First Amending Agreement, no Default or Event of Default exists.

Section 5 Conditions Precedent

This First Amending Agreement shall be subject to and conditional upon the following conditions precedent being satisfied:

- (a) the Borrower shall pay to the Agent for the account of the Lenders, a one-time fee in an amount equal to 0.35% of the amount of the Commitment Increase.

Section 6 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this First Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 7 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this First Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this First Amending Agreement that each Security Document as it relates to any Credit Party secures, *inter alia*, the payment of all of the obligations of the Borrower (or such Credit Party) including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this First Amending Agreement.

Section 8 Counterparts

This First Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

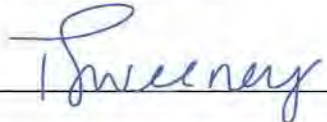
Section 9 Governing Law

This First Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Ontario.

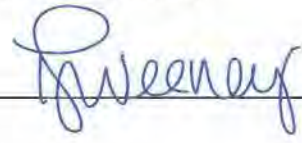
[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Amending Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

MASTERMIND LP by its general partner,
MASTERMIND GP INC.

By: 
Name:
Title:

MASTERMIND GP INC.

By: 
Name:
Title:

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent and as Lender**

By: 
Name: David Holding
Title: Authorized Signatory

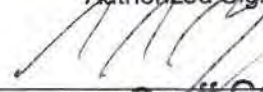
By: 
Name: Geoff Golding
Title: Authorized Signatory

EXHIBIT 1
SCHEDULE A
COMMITMENTS

<u>Lender</u>	<u>Lending Commitment</u>	<u>Term Commitment</u>	<u>Total Commitments</u>
Canadian Imperial Bank of Commerce	\$20,000,000	\$3,000,000	\$23,000,000

TAB G

This is Exhibit "G" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE

MASTERMIND GP INC.

GUARANTEE

THIS GUARANTEE (as amended, modified, supplemented, restated or replaced from time to time, this “**Guarantee**”), dated as of October 24, 2014, made by **MASTERMIND GP INC.**, a corporation existing under the laws of Ontario (the “**Guarantor**”), in favour of **CANADIAN IMPERIAL BANK OF COMMERCE**, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity and assigns, the “**Agent**”) for the Lenders (as defined below);

WHEREAS pursuant to a credit agreement dated as of October 24, 2014 (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the “**Credit Agreement**”), among the Agent, Mastermind GP Inc., as guarantor, the other financial institutions party thereto from time to time, as lenders (each a “**Lender**” and collectively the “**Lenders**” and together with the Agent and their respective successors and assigns, the “**Lender Parties**”) and the Borrower (as defined below), as borrower, the Lenders have extended Commitments to make Loans to the Borrower;

AND WHEREAS as a condition precedent to the making of Loans under the Credit Agreement, the Guarantor is required to execute and deliver this Guarantee in favour of the Agent, as agent for the Lenders;

AND WHEREAS the Guarantor has duly authorized the execution, delivery and performance of this Guarantee;

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans pursuant to the Credit Agreement, the Guarantor agrees, for the benefit of each Lender Party, as follows:

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Guarantee have the meanings defined in the Credit Agreement, and the following terms have the following meanings:

- (a) “**Borrower**” means Mastermind LP and its successors and permitted assigns; and
- (b) “**Guaranteed Liabilities**” means all of the Obligations of the Borrower.

In this Guarantee words importing the singular number only include the plural and *vice versa*.

2. The Guarantor hereby unconditionally and irrevocably guarantees to the Agent on its own behalf and for the benefit of the Lenders the full and punctual payment and performance when due, whether at stated maturity, by required payment, by acceleration, declaration, demand or otherwise, of the Guaranteed Liabilities.

3. If any or all of the Guaranteed Liabilities are not duly paid by the Borrower and are not recoverable under paragraph 2 hereof for any reason whatsoever, the Guarantor will, as a

separate and distinct obligation, indemnify and save harmless each of the Lender Parties from and against all losses resulting from the failure of the Borrower to pay such Guaranteed Liabilities.

4. If any or all of the Guaranteed Liabilities are not duly paid by the Borrower and are not recoverable under paragraph 2 hereof or the Lender Parties are not indemnified under paragraph 3 hereof, in each case, for any reason whatsoever, or from the enforcement of this Guarantee and such Guaranteed Liabilities will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

5. This Guarantee shall be a continuing, absolute, unconditional and irrevocable Guarantee of all of the Guaranteed Liabilities, shall apply to and secure all and any of the Guaranteed Liabilities, and shall remain in full force and effect until all of the Guaranteed Liabilities have been paid in full and the Commitments have been terminated; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender Parties.

6. This Guarantee constitutes a guarantee of payment when due and not of collection, and the Guarantor specifically agrees that the Agent shall not be bound to pursue or exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before being entitled to payment from the Guarantor.

7. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been made in writing on the Guarantor in accordance with the provisions hereof (including, without limitation, paragraph 13 hereof) and the Guarantor's liability shall bear interest from the date of such demand at the rate or rates set out in paragraph 8 hereof.

8. The rate or rates of interest payable by the Guarantor from the date of a demand for payment under this Guarantee shall be the rate or rates of interest payable by the Borrower in respect of the Guaranteed Liabilities under the Credit Agreement. Whenever interest to be paid is to be calculated on the basis of a year of 360 days or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or such other period of time, as the case may be.

9. The Guarantor hereby agrees that:

(a) all payments by the Guarantor hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Indemnified Taxes. In the event that any withholding or deduction from any payment to be made by the Guarantor hereunder is required in respect of any Indemnified Taxes pursuant to any applicable law, rule or regulation, then the Guarantor will:

(i) pay directly to the relevant authority the full amount required to be so withheld or deducted, including, without limitation, the full amount of any Indemnified Taxes to be withheld or deducted in respect of any additional amount referred to in clause (iii) below;

- (ii) promptly forward to the relevant Lender Party an official receipt or other documentation satisfactory to such Lender Party evidencing such payment to such authority; and
- (iii) pay to such Lender Party such additional amount or amounts as is necessary to ensure that the net amount actually received by such Lender Party will equal the full amount such Lender Party would have received had no such withholding or deduction been required.

Moreover, if any Indemnified Taxes are directly asserted against any of the Lender Parties with respect to any payment received by such Lender Party hereunder, such Lender Party may pay such Indemnified Taxes and the Guarantor will promptly pay such additional amounts (including any penalties, interest or expenses) as are necessary in order that the net amount received by such Lender Party after the payment of such Indemnified Taxes (including any Indemnified Taxes on such additional amount) shall equal the amount such Lender Party would have received had such Indemnified Taxes not been asserted.

- (b) if the Guarantor fails to pay any Indemnified Taxes when due to the appropriate taxing authority or fails to remit to any of the Lender Parties the required receipts or other required documentary evidence, the Guarantor shall indemnify such Lender Party for any incremental Indemnified Taxes, interest or penalties that may become payable by such Lender Party as a result of any such failure; and
- (c) without prejudice to the survival of any other agreement of the Guarantor hereunder, the agreements and obligations of the Guarantor contained in this paragraph 9 shall survive the payment in full of the Guaranteed Liabilities.

If, after any payment of Indemnified Taxes by the Guarantor under this paragraph, any part of any Indemnified Tax paid by any of the Lender Parties is subsequently recovered by such Lender Party, such Lender Party shall reimburse the Guarantor to the extent of the amount so recovered.

10. The Guarantor hereby agrees that payments hereunder on account of the Guaranteed Liabilities shall be made in the currency (the “**Agreed Currency**”) in which each such Guaranteed Liability is payable and if any payment is received in another currency (the “**Other Currency**”), such payment shall constitute a discharge of the liability of the Guarantor hereunder only to the extent of the amount of the Agreed Currency which the Agent is able to purchase with the amount of the Other Currency received by it on the Business Day immediately following such receipt in accordance with normal procedures and after deducting any premium and costs of exchange.

11. The Guarantor hereby agrees that:

- (a) if, for the purpose of obtaining judgment in any court in any jurisdiction, it becomes necessary to convert into a particular currency (the “**Judgment Currency**”) any amount due in the Agreed Currency, then the conversion shall be made on the basis of the rate of exchange prevailing at noon (Toronto time) on the Business Day before the day on which judgment is given. For the foregoing purposes “**rate of exchange**” means the rate at which the Agent, in accordance with its normal

banking procedures at its head office in Toronto, Ontario, is able on the relevant date to purchase the Agreed Currency with the Judgment Currency after deducting any reasonable out-of-pocket premium and costs of exchange; and

- (b) the obligation of the Guarantor in respect of any sum due to the Agent on behalf of any of the Lender Parties hereunder shall, notwithstanding any judgment in a currency other than the Agreed Currency, be discharged only to the extent that on the Business Day following receipt by the Agent of any sum adjudged to be so due in such other currency, the Agent may, in accordance with normal banking procedures, purchase the Agreed Currency with such other currency after deducting any reasonable out-of-pocket premiums and costs of exchange. In the event that the Agreed Currency so purchased is less than the sum originally due to such Lender Party in the Agreed Currency, the Guarantor, as a separate obligation and notwithstanding any such judgment, hereby indemnifies and holds harmless such Lender Party against such loss and, if the amount of the Agreed Currency so purchased exceeds the sum originally due to such Lender Party in the Agreed Currency, the Agent shall remit such excess to the Guarantor.

12. Upon the occurrence and during the continuance of an Event of Default, the Lender Parties may treat all Guaranteed Liabilities as due and payable and the Agent, for and on behalf of the Lender Parties, may forthwith demand payment under this Guarantee and collect from the Guarantor the total amount hereby guaranteed. A written statement of an officer of the Agent as to the amount of Guaranteed Liabilities remaining unpaid to the Lender Parties at any time shall be *prima facie* evidence thereof absent manifest error.

13. This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Lender Parties may now or hereafter hold in respect of the Guaranteed Liabilities and none of the Lender Parties shall be under any obligation to marshal in favour of the Guarantor or exercise any right or remedies under any other guarantees or other securities or any moneys or other assets which any of the Lender Parties may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which any of the Lender Parties may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of any of the Lender Parties or otherwise, shall in any way limit or lessen the Guarantor's liability.

14. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Agent may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Borrower and others, including the Guarantor and any other guarantor as the Agent may see fit, and the Agent may take, abstain from taking or perfecting, vary, exchange, renew, compromise, discharge, give up, realize on or otherwise deal with securities and guarantees in such manner as the Agent may see fit; and the liability of the Guarantor hereunder shall be absolute, unconditional and irrevocable irrespective of any other circumstance which would constitute a defence available to or a discharge of the liabilities of a guarantor. The Agent may apply all moneys received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities, subject to the terms of the Credit Agreement, as the Agent may see fit and change any such application in whole or in part from time to time.

15. Until repayment in full of all of the Guaranteed Liabilities and termination of all Commitments, (i) all dividends, compositions, proceeds of securities, securities valued or payments received by the Agent from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and (ii) the Guarantor shall not claim or prove in the bankruptcy or insolvency of the Borrower in competition with any of the Lender Parties or in any circumstances have any right to be subrogated to any of the Lender Parties.

16. This Guarantee shall not be discharged or otherwise affected by the loss of capacity of the Borrower, by any change in the name of the Borrower or in the objects, capital structure or constitution of the Borrower, or by the sale of the Borrower's business or any part thereof, or by the Borrower being amalgamated with a corporation or by any amendment, supplement or replacement of the Credit Agreement or any other Loan Document, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred.

17. All advances, renewals and credits made or granted by any of the Lender Parties to or for the Borrower after the bankruptcy or insolvency of the Borrower, but before the Agent has received notice of such bankruptcy or insolvency, shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals and credits obtained from any of the Lender Parties under or pursuant to the Credit Agreement by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not any of the Lender Parties had knowledge thereof; and (without limiting the generality of paragraph 4 hereof) any such advance, renewal or credit which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to such Lenders or the Agent on demand with interest at the rate set out in paragraph 8 hereof.

18. Until payment in full to the Lender Parties of the Guaranteed Liabilities and termination of all Commitments, the Guarantor hereby irrevocably waives any claim or other rights which it may now have or may hereafter acquire against the Borrower that arise from the existence, payment, performance or enforcement of the Guarantor's obligations under this Guarantee, including any right of subrogation, reimbursement, exoneration or indemnification, any right to participate in any claim or remedy of the Lender Parties against the Borrower which any Lender Party now has or hereafter acquires, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including the right to take or receive from the Borrower, directly or indirectly, in cash or other property or by set-off or in any manner, payment of security on account of such claim or other rights. If any amount shall be paid to the Guarantor in violation of the preceding sentence and the Guaranteed Liabilities shall not have been paid in cash in full, such amount shall be deemed to have been paid to the Guarantor for the benefit of, and held in trust for, the Lender Parties, and shall forthwith be paid to the Agent to be credited and applied against the Guaranteed Liabilities, whether matured or unmatured. If (a) the Guarantor shall make payment to the Agent and/or the Lenders of all or any part of the Obligations and (b) all the Obligations shall be paid in full, the Agent will, at the Guarantor's request, forthwith, execute and deliver to the Guarantor appropriate documents, without recourse and without representation or warranty,

necessary to evidence the transfer by subrogation to the Guarantor of its interest in the Obligations resulting from such payment by the Guarantor. The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that the waiver set forth in this paragraph is knowingly made in contemplation of such benefits.

19. The Guarantor agrees that all debts and liabilities, present and future, of the Borrower to the Guarantor (“**Intercorporate Indebtedness**”) are hereby assigned to the Agent, as agent for and on behalf of the Lenders, and postponed to the Guaranteed Liabilities. Until the Guaranteed Liabilities have become due and payable hereunder, and subject to the terms and conditions of the Credit Agreement, the Guarantor may receive payments in respect of Intercorporate Indebtedness in accordance with its terms. Upon the Guaranteed Liabilities having become due and payable hereunder, all money received by the Guarantor in respect of Intercorporate Indebtedness will be held in trust for the Agent and forthwith upon receipt will be paid over to the Agent on behalf of the Lenders, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement, until all Guaranteed Liabilities are performed and paid in full.

20. The Guarantor agrees that except as contained in this Guarantee or any other Loan Document, there are no collateral agreements between the Guarantor and the Lender Parties in respect of the subject matter hereof; and it is specifically agreed that none of the Lender Parties shall not be bound by any representations or promises made by the Borrower or anyone else whomsoever to the Guarantor. Possession of this instrument by any of the Lender Parties shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with. No amendment or waiver of the terms hereof shall be effective unless made in writing.

21. The Guarantor hereby waives notice of acceptance of this instrument.

22. Any notice or communication to be given under this Guarantee to the Guarantor or the Agent shall be effective if given in accordance with the provisions of the Credit Agreement as to the giving of notice to each but using the address set forth hereunder for the Guarantor, and the Guarantor and the Agent may change their respective address for notices in accordance with the said provisions.

23. This Guarantee shall be irrevocable and the liability of the Guarantor hereunder shall be absolute and unconditional irrespective of any lack of validity or enforceability of the Credit Agreement or any of the other Loan Documents.

24. The Guarantor acknowledges that it possesses and will possess all information with respect to the Borrower which is and may be material to this Guarantee and that the Lender Parties have no obligation to disclose to the Guarantor any information which any of them may now or hereafter possess concerning the Borrower.

25. This Guarantee is governed by the laws of the Province of Ontario (without reference to its choice of law rules) and the federal laws of Canada applicable therein. Any litigation based hereon, or arising out of, under, or in connection with, this Guarantee and any other document, or any course of conduct, course of dealing, statements (whether oral or written) or actions of the Agent or the Guarantor shall be brought and maintained in the courts of the Province of Ontario; provided, however, that any suit seeking enforcement against any collateral or other property may be brought, at the option of the Agent, in the courts of any jurisdiction where such collateral or other property may be found. The Guarantor hereby expressly and irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario sitting in the City of Toronto, Ontario, Canada for the purpose of any such litigation as set forth above and, to the fullest extent permitted by law, irrevocably agrees to be bound by any final, non-appealable judgment rendered thereby in connection with such litigation or by a final, non-appealable judgment of any applicable appellate court. The Guarantor hereby expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such litigation brought in any such court referred to above and any claim that any such litigation has been brought in an inconvenient forum. To the extent that the Guarantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, to the fullest extent permitted by law, the Guarantor hereby irrevocably waives such immunity in respect of its obligations under this Guarantee.

26. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Liabilities is rescinded or must otherwise be returned by a Lender Party upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payments had not been made.

27. In the event of any conflict between the provisions hereunder and the provisions of the Credit Agreement then, notwithstanding anything contained in this Guarantee, the provisions contained in the Credit Agreement shall prevail and the provisions of this Guarantee will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Guarantor is expressly permitted under the Credit Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Credit Agreement does not expressly relieve the Guarantor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Credit Agreement.


28. If any provision of this Guarantee is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

29. This Guarantee shall enure to the benefit of and be binding upon each of the Lender Parties and their respective successors and permitted assigns and the Guarantor and its successors; provided that the Guarantor shall not have the right to assign its obligations hereunder and the Lender Parties may only assign their rights, title and interest in, to and arising under this Guarantee in accordance with the provisions of the Credit Agreement concerning assignments and participations.

[Signature page to follow]

IN WITNESS WHEREOF the Guarantor has caused this Guarantee to be duly executed and delivered by its officer thereunto duly authorized.

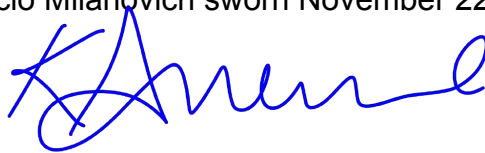
MASTERMIND GP INC.

By: 
Name: PINDER RASI
Title: VP + CFO

Address: 415 Milner Avenue
Toronto, Ontario M1B 2L1
Fax: 416-321-8988
Attention: Chief Financial Officer

TAB H(1)

This is Exhibit "H" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.

A handwritten signature in blue ink, appearing to read 'Kristine Spence', written in a cursive style.

Commissioner for Taking Affidavits

KRISTINE SPENCE

PROMISSORY NOTE

June 11, 2020

For value received, MASTERMIND LP (the “**Debtor**”) hereby acknowledges itself indebted to Birch Hill Equity Partners (Entrepreneurs) IV, LP (the “**Holder**”) and unconditionally promises to pay to, or to the order of, the Holder on the earlier of: (a) DEMAND and (b) February 28, 2022, the principal amount set forth on the grid attached as Schedule A under the column “Aggregate Unpaid Balances of Advances” from time to time in lawful money of Canada together with interest thereon as hereinafter provided.

Interest shall be payable on the principal amount of this Promissory Note outstanding from time to time (including any overdue interest), both before and after maturity, default and judgment until paid, at a rate per annum equal to 10% per annum. Interest shall accrue daily and shall be payable in arrears on December 31 of each year. The interest owing shall be paid in cash, or at the Debtor’s election, may be satisfied by the issuance by the Debtor to the Holder of a demand non-interest bearing promissory note with a principal amount equal to the amount of the interest being satisfied by such issuance.

The Debtor hereby appoints Holder as its duly authorized agent to record on the grid schedule attached hereto (i) all advances made by Holder to the Debtor, including receivables owing to the Holder by the Debtor recorded hereunder, and (ii) all payments made by the Debtor on account of the amounts outstanding from time to time under this Promissory Note, and to adjust the balance of amounts owing under this Promissory Note by the Debtor to Holder from time to time.

The amounts outstanding from time to time under this Promissory Note as evidenced on the grid schedule attached hereto as Schedule A shall, in the absence of manifest error, be conclusive and binding on the Debtor; provided that notwithstanding the state of the grid schedule attached hereto, the failure of Holder to record any amounts owing hereunder on the grid schedule attached hereto shall not affect the obligation of the Debtor to pay to Holder the amounts due and payable by the Debtor.

All principal and interest payable on this Promissory Note shall be payable at the office of the Holder at 100 Wellington Street West, TD West Tower, Suite 2300, P.O. Box 22, Toronto, Ontario M5K 1A1 or as may be otherwise directed in writing by the Holder.

The whole or any part of the principal amount of this Promissory Note, together with any accrued and unpaid interest thereon, may be prepaid by the Debtor at any time or from time to time without notice, bonus or penalty of any kind.

This Promissory Note is issued pursuant to and shall be interpreted and enforced in accordance with, and the obligations of the Debtor shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

The Debtor hereby waives presentment for payment, notice of non-payment, protest and notice of protest and waives any defences based upon any and all indulgences and forbearances which may be granted by the Holder to the Debtor at any time.

[Remainder of page intentionally left blank.]

DATED as of the first date written above.

MASTERMIND LP, by its general partner,
MASTERMIND GP INC.

A handwritten signature in black ink, appearing to read "Thecla E. Sweeney", written in a cursive style.

Name: Thecla E. Sweeney
Title: Secretary

SCHEDULE A

Date	Amount of Advance/Repayment	Aggregate Unpaid Balances of Advances (excluding accrued interest)	Notation Made By
June 11, 2020		\$13,182.49	

TAB H(2)

PROMISSORY NOTE

June 11, 2020

For value received, MASTERMIND LP (the “**Debtor**”) hereby acknowledges itself indebted to Birch Hill Equity Partners (US) IV, LP (the “**Holder**”) and unconditionally promises to pay to, or to the order of, the Holder on the earlier of: (a) DEMAND and (b) February 28, 2022, the principal amount set forth on the grid attached as Schedule A under the column “Aggregate Unpaid Balances of Advances” from time to time in lawful money of Canada together with interest thereon as hereinafter provided.

Interest shall be payable on the principal amount of this Promissory Note outstanding from time to time (including any overdue interest), both before and after maturity, default and judgment until paid, at a rate per annum equal to 10% per annum. Interest shall accrue daily and shall be payable in arrears on December 31 of each year. The interest owing shall be paid in cash, or at the Debtor’s election, may be satisfied by the issuance by the Debtor to the Holder of a demand non-interest bearing promissory note with a principal amount equal to the amount of the interest being satisfied by such issuance.

The Debtor hereby appoints Holder as its duly authorized agent to record on the grid schedule attached hereto (i) all advances made by Holder to the Debtor, including receivables owing to the Holder by the Debtor recorded hereunder, and (ii) all payments made by the Debtor on account of the amounts outstanding from time to time under this Promissory Note, and to adjust the balance of amounts owing under this Promissory Note by the Debtor to Holder from time to time.

The amounts outstanding from time to time under this Promissory Note as evidenced on the grid schedule attached hereto as Schedule A shall, in the absence of manifest error, be conclusive and binding on the Debtor; provided that notwithstanding the state of the grid schedule attached hereto, the failure of Holder to record any amounts owing hereunder on the grid schedule attached hereto shall not affect the obligation of the Debtor to pay to Holder the amounts due and payable by the Debtor.

All principal and interest payable on this Promissory Note shall be payable at the office of the Holder at 100 Wellington Street West, TD West Tower, Suite 2300, P.O. Box 22, Toronto, Ontario M5K 1A1 or as may be otherwise directed in writing by the Holder.

The whole or any part of the principal amount of this Promissory Note, together with any accrued and unpaid interest thereon, may be prepaid by the Debtor at any time or from time to time without notice, bonus or penalty of any kind.

This Promissory Note is issued pursuant to and shall be interpreted and enforced in accordance with, and the obligations of the Debtor shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

The Debtor hereby waives presentment for payment, notice of non-payment, protest and notice of protest and waives any defences based upon any and all indulgences and forbearances which may be granted by the Holder to the Debtor at any time.

[Remainder of page intentionally left blank.]

DATED as of the first date written above.

MASTERMIND LP, by its general partner,
MASTERMIND GP INC.

A handwritten signature in black ink, appearing to read 'Thecla E. Sweeney', written in a cursive style.

Name: Thecla E. Sweeney
Title: Secretary

SCHEDULE A

Date	Amount of Advance/Repayment	Aggregate Unpaid Balances of Advances (excluding accrued interest)	Notation Made By
June 11, 2020		\$736,627.81	

ТАВ Н(3)

PROMISSORY NOTE

June 11, 2020

For value received, MASTERMIND LP (the “**Debtor**”) hereby acknowledges itself indebted to Birch Hill Equity Partners IV, LP (the “**Holder**”) and unconditionally promises to pay to, or to the order of, the Holder on the earlier of: (a) DEMAND and (b) February 28, 2022, the principal amount set forth on the grid attached as Schedule A under the column “Aggregate Unpaid Balances of Advances” from time to time in lawful money of Canada together with interest thereon as hereinafter provided.

Interest shall be payable on the principal amount of this Promissory Note outstanding from time to time (including any overdue interest), both before and after maturity, default and judgment until paid, at a rate per annum equal to 10% per annum. Interest shall accrue daily and shall be payable in arrears on December 31 of each year. The interest owing shall be paid in cash, or at the Debtor’s election, may be satisfied by the issuance by the Debtor to the Holder of a demand non-interest bearing promissory note with a principal amount equal to the amount of the interest being satisfied by such issuance.

The Debtor hereby appoints Holder as its duly authorized agent to record on the grid schedule attached hereto (i) all advances made by Holder to the Debtor, including receivables owing to the Holder by the Debtor recorded hereunder, and (ii) all payments made by the Debtor on account of the amounts outstanding from time to time under this Promissory Note, and to adjust the balance of amounts owing under this Promissory Note by the Debtor to Holder from time to time.

The amounts outstanding from time to time under this Promissory Note as evidenced on the grid schedule attached hereto as Schedule A shall, in the absence of manifest error, be conclusive and binding on the Debtor; provided that notwithstanding the state of the grid schedule attached hereto, the failure of Holder to record any amounts owing hereunder on the grid schedule attached hereto shall not affect the obligation of the Debtor to pay to Holder the amounts due and payable by the Debtor.

All principal and interest payable on this Promissory Note shall be payable at the office of the Holder at 100 Wellington Street West, TD West Tower, Suite 2300, P.O. Box 22, Toronto, Ontario M5K 1A1 or as may be otherwise directed in writing by the Holder.

The whole or any part of the principal amount of this Promissory Note, together with any accrued and unpaid interest thereon, may be prepaid by the Debtor at any time or from time to time without notice, bonus or penalty of any kind.

This Promissory Note is issued pursuant to and shall be interpreted and enforced in accordance with, and the obligations of the Debtor shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

The Debtor hereby waives presentment for payment, notice of non-payment, protest and notice of protest and waives any defences based upon any and all indulgences and forbearances which may be granted by the Holder to the Debtor at any time.

[Remainder of page intentionally left blank.]

DATED as of the first date written above.

MASTERMIND LP, by its general partner,
MASTERMIND GP INC.

A handwritten signature in black ink, appearing to read 'Thecla E. Sweeney', written in a cursive style.

Name: Thecla E. Sweeney
Title: Secretary

SCHEDULE A

Date	Amount of Advance/Repayment	Aggregate Unpaid Balances of Advances (excluding accrued interest)	Notation Made By
June 11, 2020		\$500,189.70	

TAB I(1)

This is Exhibit "I" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE

Issuer legal name: Mastermind LP

Prom note holders:	BHEP US IV LP		PIK Notes		BHEP IV LP		PIK Notes		BHEP (Ent) IV LP		PIK Notes	
Prom note dated Jun 11, 2020	\$	736,627.81			\$	500,189.70			\$	13,182.49		
PIK Dec 31, 2020			\$	37,368.95			\$	27,332.78			\$	720.33
PIK Dec 31, 2021			\$	68,564.92			\$	50,019.00			\$	1,318.25
PIK Jan 3, 2023			\$	68,564.94			\$	50,019.00			\$	1,318.25
	\$	736,627.81	\$	174,498.81	\$	500,189.70	\$	127,370.78	\$	13,182.49	\$	3,356.83

TAB I(2)

PROMISSORY NOTE

Amount: \$720.33

December 31, 2020

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners (Entrepreneurs) IV, LP (the "**Holder**") the amount of \$720.33 (the "**Amount**") of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Thecla Sweeney
Name: Thecla E. Sweeney
Title: Secretary

TAB I(3)

PROMISSORY NOTE

Amount: \$1,318.25

December 31, 2021

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners (Entrepreneurs) IV, LP (the “**Holder**”) the amount of \$1,318.25 (the “**Amount**”) of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Thecla Sweeney
Name: Thecla E. Sweeney
Title: Secretary

TAB I(4)

PROMISSORY NOTE

Amount: \$1,318.25

January 3, 2023

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners (Entrepreneurs) IV, LP (the “**Holder**”) the amount of \$1,318.25 (the “**Amount**”) of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Stephen Dent
Name: Stephen Dent
Title: Chairman

TAB I(5)

PROMISSORY NOTE

Amount: \$37,368.95

December 31, 2020

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners (US) IV, LP (the “**Holder**”) the amount of \$37,368.95 (the “**Amount**”) of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Thecla Sweeney
Name: Thecla E. Sweeney
Title: Secretary

TAB I(6)

PROMISSORY NOTE

Amount: \$27,332.78

December 31, 2020

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners IV, LP (the “**Holder**”) the amount of \$27,332.78 (the “**Amount**”) of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Thecla Sweeney
Name: Thecla E. Sweeney
Title: Secretary

TAB I(7)

PROMISSORY NOTE

Amount: \$50,019.00

December 31, 2021

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners IV, LP (the “**Holder**”) the amount of \$50,019.00 (the “**Amount**”) of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Thecla Sweeney
Name: Thecla E. Sweeney
Title: Secretary

TAB I(8)

PROMISSORY NOTE

Amount: \$50,019.00

January 3, 2023

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners IV, LP (the “**Holder**”) the amount of \$50,019.00 (the “**Amount**”) of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Stephen Dent
Name: Stephen Dent
Title: Chairman

TAB I(9)

PROMISSORY NOTE

Amount: \$68,564.92

December 31, 2021

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners (US) IV, LP (the “**Holder**”) the amount of \$68,564.92 (the “**Amount**”) of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Thecla Sweeney
Name: Thecla E. Sweeney
Title: Secretary

TAB I(10)

PROMISSORY NOTE

Amount: \$68,564.94

January 3, 2023

FOR VALUE RECEIVED, the undersigned, Mastermind LP, hereby acknowledges being indebted to, and promises to pay on demand to or to the order of Birch Hill Equity Partners (US) IV, LP (the “**Holder**”) the amount of \$68,564.94 (the “**Amount**”) of lawful money of Canada.

This promissory note shall be non-interest bearing.

The undersigned hereby waives presentment, notice and protest, waives diligence in collection or bringing suit, and consents to all extensions of time, renewals, waivers or modifications that may be granted by the Holder with respect to this promissory note.

The undersigned shall have the right to prepay, at any time and from time to time, all or any part of the Amount then outstanding without notice, bonus or penalty.

The undersigned hereby agrees that any and all costs and expenses incurred by the Holder in connection with the demand, enforcement of or default under this promissory note shall be for the account of the undersigned.

This promissory note and every part hereof shall be binding upon the undersigned and its successors and shall enure to the benefit of and be enforceable by the Holder and any of its successors.

This promissory note shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally left blank.]

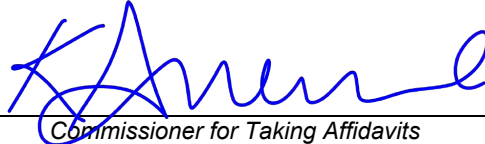
DATED as of the date first written above.

MASTERMIND GP INC., in its capacity
as general partner of **MASTERMIND LP**

By: Stephen Dent
Name: Stephen Dent
Title: Chairman

TAB J

This is Exhibit "J" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE

MASTERMIND LP

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (as amended, modified, supplemented, restated or replaced from time to time, this “**Agreement**”), dated as of October 24, 2014, made by **MASTERMIND GP INC.**, as general partner and on behalf of **MASTERMIND LP**, a limited partnership existing under the laws of the Province of Ontario (together with any successors and permitted assigns, the “**Obligor**”), in favour of Canadian Imperial Bank of Commerce, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity and assigns, the “**Agent**”) for the Lender Parties (as defined below).

WITNESSETH:

WHEREAS pursuant to a credit agreement dated as of October 24, 2014 (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the “**Credit Agreement**”), among the Agent, Mastermind GP Inc., as guarantor, the other financial institutions party thereto from time to time, as lenders (each a “**Lender**” and collectively the “**Lenders**”) and together with the Agent and their respective successors and assigns the “**Lender Parties**”) and Mastermind LP, as borrower (together with its successors and permitted assigns, the “**Borrower**”), the Lenders have extended Commitments to make Loans to the Borrower;

AND WHEREAS as a condition precedent to the making of Loans under the Credit Agreement, the Obligor is required to execute and deliver this Agreement as continuing collateral security to secure the performance of the Obligations (as defined below);

AND WHEREAS the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of each Lender Party, as follows:

1. As general and continuing security for the payment and performance of the Obligations the Obligor, subject to the terms of this Agreement, grants, assigns, transfers, sets over, mortgages and charges to the Agent, for the benefit of the Lender Parties, and grants in favour of the Agent, for the benefit of the Lender Parties, a security interest in, as and by way of a fixed and specific mortgage, charge and security interest in, all of the present and future assets, personal property and undertaking of the Obligor and in all right, title and interest which the Obligor now has or may hereafter have in all of its assets, personal property and undertaking (other than the Trademark Collateral (as defined below)), including without limitation, all present and after acquired assets, personal property and undertaking of the kinds hereinafter described (collectively, the “**Collateral**”):

- (a) all goods comprising the inventory of the Obligor, including but not limited to goods held for sale or lease or furnished or to be furnished under a contract of service or

that are raw materials, work in progress or materials used or consumed in a business or profession or finished goods, including, without limitation, “inventory” as defined in the PPSA (hereinafter sometimes collectively referred to as “**Inventory**”);

- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, including, without limitation, “equipment” as defined in the PPSA (hereinafter sometimes collectively referred to as “**Equipment**”);
- (c) all Computer Hardware and Software Collateral (as defined below);
- (d) all accounts, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Obligor and all claims of any kind which the Obligor now has or may hereafter have, including but not limited to claims against the Crown and claims under insurance policies (hereinafter sometimes collectively referred to together with intangibles and the Collateral described in paragraphs 1(f) and (n) as “**Receivables**”);
- (e) all Intellectual Property Collateral (as defined below) (other than Trademark Collateral);
- (f) all chattel paper;
- (g) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (h) all instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities;
- (i) all financial assets;
- (j) all securities entitlements;
- (k) all investment property;
- (l) all securities accounts in the name of the Obligor, including any and all assets of whatever type or kind deposited in or credited to such securities accounts, including all financial assets, all security entitlements related to such financial assets, and all certificates and other instruments from time to time representing or evidencing the same, and all dividends, interest, distributions, cash and other property from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any or all of the foregoing;
- (m) all rights, contracts (including, without limitation, rights and interests arising thereunder or subject thereto), instruments, agreements, licences, permits, consents, leases, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans and specifications all of which may or may not be

personal property but may be rights in which the Obligor has interests, all as may be amended, modified, supplemented, replaced or restated from time to time;

- (n) all rents, present or future, under any lease or agreement to lease any part of the lands of the Obligor or any building, erection, structure or facility now or hereafter constructed or located on such lands, income derived from any tenancy, use or occupation thereof and any other income and profit derived therefrom;
- (o) all intangibles, including but not limited to all money, cheques, deposit accounts, letters of credit, advances of credit and goodwill but excluding Trademark Collateral;
- (p) with respect to the property described in paragraphs 1(a) to (o) inclusive, all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (q) with respect to the property described in paragraphs 1(a) to (p) inclusive, all substitutions and replacements thereof and increases, additions and accessions thereto; and
- (r) with respect to the property described in paragraphs 1(a) to (q) inclusive, all proceeds therefrom including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security;

provided, however, the security interest created shall not charge, encumber, create a lien upon or otherwise mortgage any consumer goods which the Obligor may own. In this Agreement, the words “accessions”, “account”, “chattel paper”, “consumer goods”, “document of title”, “equipment”, “goods”, “instrument”, “intangible”, “inventory” and “proceeds” shall have the same meanings as their defined meanings in the *Personal Property Security Act* of the Province of Ontario, as amended, re-enacted or replaced from time to time (the “PPSA”), and the terms “certificated security”, “entitlement holder”, “financial asset”, “security”, “securities account”, “security entitlement”, “security intermediary” and “uncertificated security” whenever used herein have the meanings given to these terms in the *Securities Transfer Act, 2006* (Ontario) (the “STA”) as amended, re-enacted or replaced from time to time.

The said mortgage, charge, assignment, transfer or security interest shall not extend or apply to:

- (i) the last day of the term of any lease of real property or any agreement therefor now held or hereafter acquired by the Obligor, but should such mortgage, charge, assignment, transfer and security interest become enforceable, the Obligor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any Person acquiring such term or the part thereof assigned, transferred, mortgaged and charged in the course of

any enforcement of the said assignment, transfer, mortgage, charge and security or any realization of the subject matter thereof; or

- (ii) any present or after-acquired agreement or Authorization (for the purpose of this paragraph, the “contractual rights”) to which the Obligor is a party or of which the Obligor has the benefit to the extent that the creation of the mortgage, charge or security therein or the transfer or assignment thereof would constitute a breach of the terms of or permit any Person to terminate any of the contractual rights or otherwise constitute a breach of or violation of such contractual rights under any Applicable Law to which the Obligor is subject, provided that all such contractual rights will be held in trust by the Obligor for the benefit of the Agent. Notwithstanding the foregoing, neither the said mortgage, charge and security interest nor the assignment or transfer shall apply to any proceeds of the disposition of any such contractual rights and the Obligor further agrees to hold such proceeds in trust for the Agent and to keep, subject to the terms of the Credit Agreement, such proceeds in a segregated account for the benefit of the Agent. In addition, the said mortgage, charge and security interest shall extend to the contractual rights upon delivery by the Agent to the Obligor of written notice to such effect following the occurrence of an Event of Default.

2. As general and continuing security for the payment and performance of the Obligations the Obligor, subject to the terms of this Agreement, grants a security interest to the Agent in all Trademark Collateral and all proceeds therefrom.

3. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement, and in this Agreement:

- (a) **“Agreement”** is defined in the preamble;
- (b) **“Computer Hardware and Software Collateral”** means:
 - (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;
 - (ii) all software programs (including both source code, object code and all related applications and data files), whether now owned, licenced or leased or hereafter acquired by the Obligor, designed for use on the computers and electronic data processing hardware described in clause (i) above;
 - (iii) all firmware associated therewith;
 - (iv) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (i) through (iii); and

- (v) all rights with respect to all of the foregoing, including, without limitation, any and all intellectual property rights, copyrights, leases, licences, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (c) **“Control Agreement”** means:
 - (i) with respect to any uncertificated securities included in the Collateral, an agreement between the issuer of such uncertificated securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated securities, without the further consent of the Obligor; and
 - (ii) with respect to any security entitlements in respect of financial assets deposited in or credited to a securities account included in the Collateral, an agreement between the securities intermediary and another Person in respect of such security entitlements pursuant to which such securities intermediary agrees to comply with any entitlement orders with respect to such security entitlements that are originated by the Agent, without the further consent of the Obligor.
- (d) **“Copyright Collateral”** means:
 - (i) all copyrights (including without limitation copyrights for semi-conductor chip product mask works and all integrated circuit topography) of the Obligor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, and all applications for registration thereof, whether pending or in preparation, and all copyrights resulting from such applications;
 - (ii) all extensions and renewals of any thereof;
 - (iii) all copyright licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);
 - (iv) the right to sue for past, present and future infringements of any of the Copyright Collateral referred to in clauses (i) and (ii) and, to the extent applicable, clause (iii); and
 - (v) all proceeds of the foregoing, including, without limitation, licences, royalties, income, payments, claims, damages and proceeds of suit;
- (e) **“Credit Agreement”** is defined in the first recital;
- (f) **“Intellectual Property Collateral”** means, collectively, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral;

- (g) **“Obligations”** means all Obligations of the Obligor;
- (h) **“Patent Collateral”** means:
 - (i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;
 - (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the items described in clause (i);
 - (iii) all patent licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);
 - (iv) the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent licence; and
 - (v) all proceeds of, and rights associated with, the foregoing (including licence royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world;
- (i) **“Trademark Collateral”** means:
 - (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs of the Obligor (all of the foregoing items in this clause (i) being collectively called a **“Trademark”**), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Trade-marks Branch of the Canadian Intellectual Property Office or in any office or agency of Canada or any Province thereof or any foreign country, and all reissues, extensions or renewals thereof;
 - (ii) all Trademark licences and other agreements providing the Obligor with the right to use any items of the type described in clause (i), including each Trademark licence referred to in Schedule 3.22 of the Credit Agreement;
 - (iii) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (i);
 - (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and

- (v) all proceeds of, and rights associated with, the foregoing, including any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in Schedule 3.22 of the Credit Agreement, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licence and all rights corresponding thereto throughout the world;
 - (j) “**Trade Secrets Collateral**” means all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by the Obligor against disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of the Obligor, including without limitation recipes and food processing know-how (all of the foregoing being collectively called a “**Trade Secret**”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licences, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret licence.
4. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all Obligations.
5. Following the occurrence of an Event of Default which is continuing, (i) the Agent may notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby, (ii) upon written request of the Agent, the Obligor will, at its own expense, notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder, and (iii) any payment or other proceeds received by the Obligor from any party obligated on any of the Collateral shall be held by the Obligor in trust for the Lender Parties and paid over to the Agent on request.
6. The Obligor agrees that, forthwith upon request by the Agent, from time to time at its own expense, the Obligor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and reasonably requested by the Agent in order to perfect, preserve and protect any mortgages, charges and security interest created, granted or purported to be created or granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Obligor will:
- (a) if reasonably requested by the Agent, mark conspicuously each chattel paper included in the Receivables and each related contract with a legend, in form and

substance satisfactory to the Agent, indicating that such document, chattel paper or related contract is subject to the security interest granted hereby;

- (b) if reasonably requested by the Agent, if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document or chattel paper, deliver and pledge to the Agent hereunder such promissory note, instrument, negotiable document or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Agent;
- (c) execute and file such financing or financing change statements, or amendments thereto (including, without limitation, any assignment of claim from or other formality under or pursuant to the *Financial Administration Act* (Canada) or similar provincial or territorial legislation), and such other instruments or notices, as may be necessary and reasonably requested by the Agent in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Agent and the Lender Parties hereby;
- (d) furnish to the Agent, from time to time at the Agent's reasonable request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail;
- (e) following the occurrence of and during the continuance of an Event of Default, direct the issuer of any certificated securities included in or relating to the Collateral as the Agent may specify in its request to register the applicable security certificate in the name of the Agent or such nominee as it may direct,
- (f) following the occurrence of and during the continuance of an Event of Default, direct the issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request to register in the books and records of such issuer the Agent or such nominee as it may direct as the registered owner of the uncertificated security; and
- (g) following the occurrence of and during the continuance of an Event of Default, direct the securities intermediary for any security entitlements in respect of financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request to transfer any or all of the financial assets to which such security entitlements relate as the Agent may specify,

and the Agent will be entitled but not bound or required to exercise any of the rights that any holder of the above may at any time have. The Agent will not be responsible for any loss occasioned by its exercise of such rights or by failure to exercise the same within the time limited for the exercise thereof other than any loss resulting from the gross negligence or wilful misconduct of the Agent.

With respect to the foregoing and the grant of the security interest hereunder, the Obligor hereby authorizes the Agent on behalf of the Lender Parties to file one or more financing or financing

change statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Obligor where permitted by law. The Agent shall provide a copy of such statement to the Obligor together with details of registration thereof. A photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

7. The Obligor agrees that forthwith, upon request from time to time by the Agent acting reasonably, the Obligor shall give its consent in writing to:

- (a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such uncertificated securities, which consent may be incorporated into an agreement to which such issuer, the Agent and the Obligor are parties; and
- (b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such security entitlements which consent may be incorporated into an agreement to which such securities intermediary, the Agent and the Obligor are parties.

8. The Obligor agrees that it shall not consent to:

- (a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral of a Control Agreement in respect of such uncertificated securities with any Person other than the Agent or such nominee or agent as it may direct; or
- (b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral of a Control Agreement with respect to such securities accounts or security entitlements with any Person other than the Agent or such nominee or agent as it may direct.

9. Unless an Event of Default has occurred and is continuing, the Obligor may use the Collateral in any lawful manner not inconsistent with this Agreement or the Credit Agreement.

10. Following the occurrence of and during the continuance of an Event of Default, the Agent may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such securities may at any time have, but the Agent shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limit for the exercise thereof.

11. Upon the Obligor's failure to perform any of its duties hereunder the Agent may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Obligor shall pay to the Agent, forthwith upon written demand therefor, an amount equal to the reasonable out-of-pocket costs, fees and expenses incurred by the Agent in so

doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate or rates set out in the Credit Agreement.

12. Upon the occurrence of an Event of Default that is continuing, the security hereby granted shall immediately become enforceable and the Agent may, in its sole discretion, forthwith or at any time thereafter:

- (a) declare any or all of the Obligations not then due and payable to be immediately due and payable and, in such event, such Obligations shall be forthwith due and payable to the Agent without presentment protest or notice of dishonour;
- (b) commence legal action to enforce payment or performance of the Obligations;
- (c) require the Obligor to disclose to the Agent the location or locations of the Collateral and the Obligor agrees to make such disclosure when so required by the Agent;
- (d) require the Obligor, at the Obligor's sole expense, to assemble the Collateral and deliver or make the Collateral available at a place or places designated by the Agent to the Obligor that is reasonably convenient for the Obligor, and the Obligor agrees to so assemble, deliver or make available the Collateral;
- (e) enter any premises where the Collateral may be situate and take possession of the Collateral by any method permitted by law;
- (f) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Obligor or otherwise and take such steps as it considers necessary to maintain, preserve or protect the Collateral;
- (g) seize, collect, realize or dispose of the Collateral by private sale, public sale, lease, or otherwise upon such terms and conditions as the Agent may determine or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and of such times as may seem to the Agent advisable;
- (h) carry on all or any part of the business or businesses of the Obligor and may, to the exclusion of all others, enter upon, occupy and use all or any of such premises, buildings, plant, undertaking and other property of or used by the Obligor as part of or for such time and in such manner as the Agent sees fit, free of charge, and the Agent shall not be liable to the Obligor for any act, omission, or negligence (other than gross negligence or wilful misconduct) in so doing or for any rent, charges, depreciation, damages or other amount in connection therewith or resulting therefrom and any sums expended by the Agent shall bear interest at the rate or rates set out in the Credit Agreement;
- (i) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Obligor;

- (j) borrow money for the purpose of carrying on the business of the Obligor or for the maintenance, preservation or protection of the Collateral and mortgage, charge, pledge or grant a security interest in the Collateral, whether or not in priority to the security created herein, to secure repayment of any money so borrowed;
- (k) where the Collateral has been disposed of by the Lender Parties as provided in paragraph 12(g), commence legal action against the Obligor for any deficiency;
- (l) pay or discharge any Lien or claims by any Person in the Collateral and the amount so paid shall be added to the Obligations and secured hereby and shall bear interest at the highest rate of interest charged by the Lenders at that time in respect of any of the Obligations until payment thereof;
- (m) take any other action, suit, remedy or proceeding authorized or permitted by this Agreement, the PPSA or by law or equity;
- (n) to the extent permitted by Applicable Law, transfer any securities forming part of the Collateral into the name of the Agent or its nominee, with or without disclosing that the securities are subject to a security interest and cause the Agent or its nominee to become the entitlement holder with respect to any security entitlements forming part of the Collateral; and
- (o) sell, transfer or use any investment property included in the Collateral of which the Agent or its agent has "control" within the meaning of subsection 1(2) of the PPSA.

13. Where required to do so by the PPSA or other Applicable Law, the Agent shall give to the Obligor the written notice required by the PPSA or other Applicable Law of any intended disposition of the Collateral.

14. Any notice or communication to be given under this Agreement to the Obligor or the Agent shall be effective if given in accordance with the provisions of the Credit Agreement as to the giving of notice to each (with the exception of the Obligor's address for notice, which is set out on the signature pages to this Agreement), and the Obligor and the Agent may change their respective address for notices in accordance with the said provisions.

15. If the Agent is entitled to exercise its rights and remedies in accordance with paragraph 12 hereof, the Agent may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) (each herein referred to as a "**Receiver**") of the Collateral or may by appointment in writing appoint any Person to be a Receiver of the Collateral and may remove any Receiver so appointed by the Agent and appoint another in its stead; and any such Receiver appointed by instrument in writing shall have powers of the Agent set out in subparagraphs 12(b) to (l), inclusive, including, without limitation, the power (i) to take possession of the Collateral, (ii) to carry on the business of the Obligor, (iii) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Obligor on the security of the Collateral in priority to the security interest created under this Agreement, and (iv) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such

time and upon such terms and conditions as the Receiver may determine; provided that, to the extent permitted and in the manner prescribed by law any such Receiver shall be deemed the agent of the Obligor and no Lender Party shall be in any way responsible for any misconduct or negligence of any such Receiver.

16. Any proceeds of any disposition of any Collateral may be applied by the Agent to the payment of reasonable out-of-pocket expenses incurred in connection with retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including the remuneration of any Receiver appointed pursuant to paragraph 15, solicitor's fees on a substantial indemnity basis and legal expenses and any other expenses), and any balance of such proceeds may be applied by the Agent towards the payment of the Obligations in such order of application as the Lender Parties may from time to time elect, subject to the provisions of the Credit Agreement. All such expenses and all amounts borrowed on the security of the Collateral under paragraphs 12 and 15 hereof shall bear interest at the rate or rates set out in the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations and the expenses incurred by the Lender Parties, the Obligor shall be liable to pay any deficiency to the Lender Parties on demand.

17. Subject to Applicable Law, the Agent is authorized, in connection with any offer or sale of any securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such securities. Subject to Applicable Law, the Agent will not be liable or accountable to the Obligor for any discount allowed by reason of the fact that such securities are sold in compliance with any such limitation or restriction.

18. The Obligor further agrees that:

- (a) the Obligor shall not be discharged by any extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest upon the full payment of the Obligations including reasonable charges, expenses, fees, costs and interest;
- (b) any failure by the Agent to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations;
- (c) the Agent may waive, in whole or in part, any breach by the Obligor of any of the provisions of this Agreement, any default by the Obligor in payment or performance of any of the Obligations or any of its rights and remedies, whether provided for herein or otherwise, provided that no such waiver shall be effective unless given by the Agent to the Obligor in writing;

- (d) no waiver given in accordance with paragraph 18(c) shall be a waiver of any other or subsequent breach by the Obligor of any of the provisions of this Agreement, of any other or subsequent default by the Obligor in payment or performance of any of the Obligations or any of the rights and remedies of the Agent, whether provided for herein or otherwise;
- (e) all rights of the Agent and the Lender Parties hereunder shall be assignable to the extent permitted under the Credit Agreement;
- (f) the mortgage, charge and security interest created by this Agreement is intended to attach when this Agreement is signed by the Obligor with respect to all items of Collateral in which the Obligor has rights at that moment, and shall attach to all other Collateral immediately upon the Obligor acquiring any rights therein; and
- (g) value has been given.

19. The Obligor acknowledges having received an executed copy of this Agreement and of the financing statement registered under the PPSA evidencing the security interest created hereby.

20. The Obligor hereby irrevocably constitutes and appoints the Agent and each of its officers holding office from time to time as the true and lawful attorney of the Obligor with power of substitution in the name of the Obligor, to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Agent, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the proceeds, including, without limitation:

- (a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;
- (c) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender Parties with respect to any of the Collateral; and
- (d) to perform the affirmative obligations of the Obligor hereunder.

The Obligor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this paragraph is irrevocable (until termination of the security interest hereunder) and coupled with an interest. The Obligor hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this paragraph. The Agent agrees that it shall not exercise the power of attorney granted pursuant to this paragraph 20 unless an Event of Default has occurred and is continuing.

21. The powers conferred on the Lender Parties hereunder are solely to protect their interests in the Collateral and shall not impose any duty on the Agent to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

22. Notwithstanding any other term or condition of this Agreement, this Agreement shall not relieve the Obligor or any other party to any of the Collateral from the observance or performance of any term, covenant, condition or agreement on its part to be observed or performed thereunder or from any liability to any other party or parties thereto or impose any obligation on the Agent to observe or perform any such term, covenant, condition or agreement to be so observed or performed, and the Obligor hereby agrees to indemnify and hold harmless the Agent from and against any and all losses, liabilities (including liabilities for penalties), costs and expenses which may be incurred by the Agent under the Collateral and from all claims, alleged obligation or undertaking on its part to observe, perform or discharge any of the terms, covenants and agreements contained in the Collateral. The Agent may, at its option, perform any term, covenant, condition or agreement on the part of the Obligor to be performed under or in respect of the Collateral (and/or enforce any of the rights of the Obligor thereunder) without thereby waiving any rights to enforce this Agreement. Nothing contained in this paragraph 25 shall be deemed to constitute the Agent the mortgagee in possession of the Collateral or the lessee under any lease or agreement to lease unless the Agent has agreed to become such mortgagee in possession or to be a lessee.

23. All rights of the Lender Parties hereunder shall enure to the benefit of their respective successors and permitted assigns, provided that no Lender Party shall be entitled to transfer or assign any of its right, title or interest in, to, or arising under this Agreement except in accordance with the provisions governing assignment contained in the Credit Agreement and all obligations of the Obligor hereunder shall bind the Obligor and its successors and assigns.

24. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

25. In the event of any conflict between the provisions hereunder and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail and the provisions of this Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Obligor is expressly permitted under the Credit Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Credit Agreement does not expressly relieve the Obligor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Credit Agreement.

26. This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Agent and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Agent.

27. The Obligor will not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by the Agent.

28. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

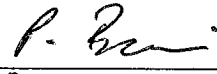
29. The Obligor hereby waives the right to receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms the registration of a financing statement or financing change statement, relating to this Agreement, the Credit Agreement or any other agreement between the Obligor and the Lender Parties.

30. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by its officer thereunto duly authorized as of the date first written above.


**MASTERMIND LP, by its general partner,
MASTERMIND GP INC.**

By: 
Name: *PINDAR PASI*
Title: *EVLP & CFO*

By: _____
Name:
Title:

Address: 415 Milner Avenue
Toronto, Ontario M1B 2L1
Fax: 416-321-8988
Attention: Chief Financial Officer

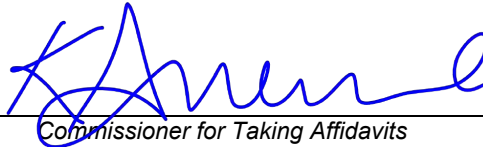
CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: 
Name: **Jomo Russell**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **Kyle Lane**
Title: **Authorized Signatory**

TAB K

This is Exhibit "K" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.

A handwritten signature in blue ink, appearing to read "Kristine Spence", is written over a horizontal line.

Commissioner for Taking Affidavits

KRISTINE SPENCE



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	ONCORP - DWPV - Burcin Erol
Reference :	Lisa Hughes
Docket :	288133
Search ID :	947027
Date Processed :	11/13/2023 12:21:25 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	MASTERMIND LP
Search Type :	Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND LP

FILE CURRENCY: November 12, 2023

RESPONSE CONTAINS: APPROXIMATELY 2 FAMILIES and 4 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND LP

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 4

SEARCH : BD : MASTERMIND LP

00 FILE NUMBER : 700732503 EXPIRY DATE : 16OCT 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20141016 1108 1862 3009 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: MASTERMIND LP
OCN :
04 ADDRESS : 415 MILNER AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M1B 2L1
05 IND DOB : IND NAME:
06 BUS NAME: MASTERMIND GP INC.
OCN :
07 ADDRESS : 415 MILNER AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M1B 2L1

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
09 ADDRESS : 199 BAY STREET, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M5L 1A2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: MCCARTHY TETRAULT LLP (N. RUMBLE)
17 ADDRESS : STE. 5300, TD BANK TOWER, TD CENTRE
CITY : TORONTO PROV: ONT POSTAL CODE: M5K 1E6

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND LP

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 4

SEARCH : BD : MASTERMIND LP

00 FILE NUMBER : 762333147 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2066 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: MASTERMIND LP
OCN :
04 ADDRESS : 415 MILNER AVENUE
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 2L1
05 IND DOB : IND NAME:
06 BUS NAME: MASTERMIND GP INC.
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: DAVIES WARD PHILLIPS & VINEBERG LLP (JOSEPH DIPONIO)

17 ADDRESS : 155 WELLINGTON STREET WEST

CITY : TORONTO PROV: ON POSTAL CODE: M5V 3J7

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND LP

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 3 OF 4

SEARCH : BD : MASTERMIND LP

00 FILE NUMBER : 762333147 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2066 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND LP

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 2 ENQUIRY PAGE : 4 OF 4

SEARCH : BD : MASTERMIND LP

00 FILE NUMBER : 762333147 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2066 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS (US) IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

Business Debtor - "MASTERMIND LP"

Search Date and Time: November 13, 2023 at 9:21:46 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 5

	Base Registration	Base Registration Date	Debtor Name	Page
1	236166I	October 16, 2014	* MASTERMIND LP	2
2	253894M	June 3, 2020	* MASTERMIND LP	4

Base Registration Number: 236166I

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 16, 2014 at 11:17:57 am Pacific time
Current Expiry Date and Time:	October 16, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of November 13, 2023 at 9:21:46 am Pacific time)

Secured Party Information

CANADIAN IMPERIAL BANK OF
COMMERCE, AS AGENT

Address

199 BAY STREET, 4TH FLR
TORONTO ON
M5L 1A2 Canada

Debtor Information

MASTERMIND LP

Address

415 MILNER AVENUE
TORONTO ON
M1B 2L1 Canada

MASTERMIND GP INC

Address

415 MILNER AVENUE
TORONTO ON
M1B 2L1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT).

Original Registering Party

MCCARTHY TETRAULT LLP

Address

SUITE 2400, 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada



Base Registration Number: 253894M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 3, 2020 at 9:14:20 am Pacific time
Current Expiry Date and Time:	June 3, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of November 13, 2023 at 9:21:46 am Pacific time)

Secured Party Information

**BIRCH HILL EQUITY PARTNERS
(ENTREPRENEURS) IV, LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

**BIRCH HILL EQUITY PARTNERS IV,
LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

**BIRCH HILL EQUITY PARTNERS (US)
IV, LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

Debtor Information

MASTERMIND LP

Address

415 MILNER AVENUE
SCARBOROUGH ON
M1B 2L1 Canada

MASTERMIND GP INC

Address

415 MILNER AVENUE
SCARBOROUGH ON
M1B 2L1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS AND ALL PROCEEDS THEREOF. PROCEEDS: ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL. TERMS USED IN THIS GENERAL COLLATERAL ,DESCRIPTION WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) SHALL HAVE THE MEANINGS SPECIFIED IN THE ACT, UNLESS THE CONTEXT OTHERWISE INDICATES. . THE FULL ADDRESS OF THE SECURED PARTIES IS: 100 WELLINGTON STREET ,WEST, TD WEST TOWER, SUITE 2300, TORONTO, ON M5K 1A1.

Original Registering Party

MLT AIKINS LLP

Address

2600 - 1066 WEST HASTINGS ST
VANCOUVER BC
V6E 3X1 Canada

Search ID #: Z16762870

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 04953695-EDD3 5
3794

Search ID #: Z16762870

Date of Search: 2023-Nov-13

Time of Search: 10:22:29

Business Debtor Search For:

MASTERMIND LP

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z16762870

Business Debtor Search For:

MASTERMIND LP

Search ID #: Z16762870

Date of Search: 2023-Nov-13

Time of Search: 10:22:29

Registration Number: 14101608931

Registration Date: 2014-Oct-16

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Oct-16 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 MASTERMIND LP
415 MILNER AVENUE
TORONTO, ON M1B 2L1

Current

Block

Status

2 MASTERMIND GP INC.
415 MILNER AVENUE
TORONTO, ON M1B 2L1

Current

Secured Party / Parties

Block

Status

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
199 BAY STREET, 4TH FLOOR
TORONTO, ON M5L 1A2

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16762870

Business Debtor Search For:

MASTERMIND LP

Search ID #: Z16762870

Date of Search: 2023-Nov-13

Time of Search: 10:22:29

Registration Number: 20060232794

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jun-02

Registration Status: Current

Expiry Date: 2030-Jun-02 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 MASTERMIND LP
415 MILNER AVENUE
SCARBOROUGH, ON M1B 2L1

Block

Status

Current

2 MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH, ON M1B 2L1

Secured Party / Parties

Block

Status

Current

1 BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Block

Status

Current

2 BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Block

Status

Current

3 BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Search ID #: Z16762870

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after-acquired personal property of the debtors.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The complete address for each Secured Party in Blocks 1, 2 and 3 is as follows: 100 Wellington Street West TD West Tower, Suite 2300 Toronto, ON M5K 1A1	Current

Search ID #: Z16762870

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

MASTERMIND DEVELOPMENTS INC
UNIT 305, 919 CENTRE STREET INC.
CALGARY, AB T2E 2P6

Reg.#

05122323792

LAND CHARGE

Debtor Name / Address

MASTERMIND DEVELOPMENTS INC.
UNIT 305, 919 CENTRE STREET NORTH
CALGARY, AB T2E 2P6

Reg.#

05122323776

SECURITY AGREEMENT

Debtor Name / Address

MASTERMIND LOGISTICS INC.
425-8525 106A AVE NW
EDMONTON, AB T5H0K1

Reg.#

18051121354

SECURITY AGREEMENT

Result Complete



Saskatchewan Personal Property Registry Search Result

Searching Party: OnCorp Direct Inc.
Search Date: 13-Nov-2023 11:46:41
Search Type: Standard

Search #: 204283274
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

MASTERMIND LP

The following list displays all matches & indicates the ones that were selected.

6 Registration(s) Found: Exacts (2) - Similar (4)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301453686	Personal Property Security Agreement	MASTERMIND LP	TORONTO	N/A
Yes	Exact	302039929	Personal Property Security Agreement	Mastermind LP	Scarborough	N/A
No	Similar	301453681	Personal Property Security Agreement	MASTERMIND GP INC.	TORONTO	N/A
No	Similar	301453686	Personal Property Security Agreement	MASTERMIND GP INC.	TORONTO	N/A
No	Similar	302039929	Personal Property Security Agreement	Mastermind GP Inc.	Scarborough	N/A
No	Similar	302039933	Personal Property Security Agreement	Mastermind GP Inc.	Scarborough	N/A



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 03-Mar-2016 11:49:57

Registration #: 301453686
Expiry Date: 03-Mar-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	150150499-1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9 Canada

Secured Party

Item #:	1	Address:	199 BAY STREET, 4TH FLOOR
Party ID:	151702939-1		TORONTO, Ontario
Entity Type:	Business		M5L1A2
Name:	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT		Canada

Debtor Party

Item #:	1	Address:	415 MILNER AVENUE
Party ID:	152506264-1		TORONTO, Ontario
Entity Type:	Business		M1B2L1
Name:	MASTERMIND GP INC.		Canada
* Item #:	2	Address:	415 MILNER AVENUE
Party ID:	152506271-1		TORONTO, Ontario
Entity Type:	Business		M1B2L1
Name:	MASTERMIND LP		Canada

General Property

All of the Debtors' present and after-acquired personal property.



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 02-Jun-2020 15:30:31

Registration #: 302039929
Expiry Date: 02-Jun-2030

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9 Canada

Secured Party

Item #:	1	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462950-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners (Entrepreneurs) IV, LP		
Item #:	2	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462953-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners IV, LP		
Item #:	3	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462954-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners (US) IV, LP		

Debtor Party


* Item #:	1	Address:	415 Milner Avenue Scarborough, Ontario
Party ID:	153462951-1		M1B2L1
Entity Type:	Business		Canada
Name:	Mastermind LP		
Item #:	2	Address:	415 Milner Avenue Scarborough, Ontario
Party ID:	153462952-1		M1B2L1
Entity Type:	Business		Canada
Name:	Mastermind GP Inc.		

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.

End of Search Result

Sue Shaunessy
(odi1ssha)

 Logoff

Services

Account Services

Account Statements

Registration Services

Financing Statement

Change Statement

Discharge Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit Submission

Title Check

Account Information

Business Debtor

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Help

Search by Business Debtor

Date: 2023-11-13
Time: 11:46:31 AM
Transaction Number: 10271173918

Business Name: MASTERMIND LP

1 exact match was found.

1 similar match was found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Mastermind LP	2

1. Mastermind LP

1.1 Mastermind LP: Registration 202008332802 (2020-06-02 3:46:25 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-06-02
Debtor Address	415 Milner Avenue Scarborough, Ontario Canada M1B 2L1
This registration is jointly registered with these business debtors	Mastermind GP Inc.
Secured Parties (party code, name, address)	Birch Hill Equity Partners (Entrepreneurs) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners (US) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
General Collateral Description	The security interest is taken in all of the debtors' present and after-acquired personal property.

1.2 Mastermind LP: Registration 201513979300 (2015-07-24 4:24:27 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2024-07-24
Debtor Address	415 Milner Avenue Toronto, ON Canada M1B 2L1
This registration is jointly registered with these business debtors	Mastermind GP Inc.
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce, as Agent 199 Bay Street, 4th Floor Toronto, ON Canada M5L 1A2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To view similar matches, please select the "Similar Matches" tab.

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.

To start a new search, please select the "New Search" button:

New Search

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

ENGLISH
FRANÇAIS

The Property Registry

A Service Provider
for the Province of Manitoba

Sue Shaunessy
(odi1ssha)



Logoff

Business Debtor

Search Results	Similar Matches	Print Requests	Mailing Information	Payment
----------------	-----------------	----------------	---------------------	---------

Help

Search by Business Debtor: 1 similar match was found.

Business Debtor Name	No. of Registrations
1. Mastermind GP Inc.	4

1. Mastermind GP Inc. ☐ Include in Printed Search Results

1.1 Mastermind GP Inc.: Registration 202008333302 (2020-06-02 3:55:44 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-06-02
Debtor Address	415 Milner Avenue Scarborough, Ontario Canada M1B 2L1
Secured Parties (party code, name, address)	Birch Hill Equity Partners (Entrepreneurs) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners (US) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.2 Mastermind GP Inc.: Registration 202008332802 (2020-06-02 3:46:25 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-06-02
Debtor Address	415 Milner Avenue Scarborough, Ontario Canada M1B 2L1
This registration is jointly registered with these business debtors	Mastermind LP
Secured Parties (party code, name, address)	Birch Hill Equity Partners (Entrepreneurs) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners (US) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
General Collateral Description	The security interest is taken in all of the debtors' present and after-acquired personal property.

1.3 Mastermind GP Inc.: Registration 201513979300 (2015-07-24 4:24:27 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2024-07-24
Debtor Address	415 Milner Avenue Toronto, ON Canada M1B 2L1
This registration is jointly registered with these business debtors	Mastermind LP
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce, as Agent 199 Bay Street, 4th Floor Toronto, ON Canada M5L 1A2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.4 Mastermind GP Inc.: Registration 201513978907 (2015-07-24 4:20:27 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2024-07-24
Debtor Address	415 Milner Avenue Toronto, ON Canada M1B 2L1
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce, as Agent 199 Bay Street, 4th Floor Toronto, ON Canada M5L 1A2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

[Back to Top](#)

Search Results	Similar Matches	Print Requests	Mailing Information	Payment
--------------------------------	---------------------------------	--------------------------------	-------------------------------------	-------------------------

[Printer Friendly Version](#)

[Privacy](#)

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)
Search Criteria: MASTERMIND LP
Date and Time of Search (YYYY-MM-DD hh:mm): 2023-11-13 13:25 (Atlantic)
Transaction Number: 24985422
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	27869742	MASTERMIND LP	TORONTO
*	*	32841454	MASTERMIND LP	SCARBOROUGH

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 27869742

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27869742	2017-06-29 18:11	2024-06-29	SM001505

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND LP

415 MILNER AVENUE
TORONTO ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
TORONTO ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
199 BAY STREET
4TH FLOOR
TORONTO ON M5L 1A2
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 32841454

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	32841454	2020-06-03 10:03	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND LP
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1

Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

General Collateral

A security interest is taken in all of the debtors' present and after-acquired personal property.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)
Search Criteria: MASTERMIND LP
Date and Time of Search (YYYY-MM-DD hh:mm): 2023-11-13 13:26 (Atlantic)
Transaction Number: 24985426
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	29157021	MASTERMIND LP	TORONTO
*	*	33697095	MASTERMIND LP	SCARBOROUGH

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 29157021

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	29157021	2017-06-29 18:11	2024-06-29	SM001505

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND LP

415 MILNER AVENUE
TORONTO ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
TORONTO ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
199 BAY STREET
4TH FLOOR
TORONTO ON M5L 1A2
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 33697095

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33697095	2020-06-03 10:03	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND LP
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1

Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

General Collateral

A security interest is taken in all of the debtors' present and after-acquired personal property.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)
Search Criteria: MASTERMIND LP
Date and Time of Search (YYYY-MM-DD hh:mm): 2023-11-13 13:27 (Atlantic)
Transaction Number: 24985428
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	15918444	Mastermind LP	Toronto
*	*	17887613	MASTERMIND LP	SCARBOROUGH

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 15918444

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	15918444	2018-05-10 17:25	2028-05-10	350505171

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Mastermind LP

415 Milner Avenue
Toronto ON M1B 2L1
Canada

Type: Enterprise
Mastermind GP Inc.
415 Milner Avenue
Toronto ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
Canadian Imperial Bank of Commerce, as Agent
199 Bay Street, 4th Floor
Toronto ON M5L 1A2
Canada

General Collateral

All present and after acquired personal property of the debtor.

Registration Details for Registration Number: 17887613

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	17887613	2020-06-03 10:03	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND LP
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

General Collateral

A security interest is taken in all of the debtors' present and after-acquired personal property.

END OF REPORT



PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : ONCORP - DWPV - Burcin Erol
Reference : Lisa Hughes
Docket : 288133
Search ID : 947028
Date Processed : 11/13/2023 12:21:29 PM
Report Type : PPSA Electronic Response
Search Conducted on : MASTERMIND GP INC.
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

RESPONSE CONTAINS: APPROXIMATELY 4 FAMILIES and 8 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 8

SEARCH : BD : MASTERMIND GP INC.

00 FILE NUMBER : 700732503 EXPIRY DATE : 16OCT 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20141016 1108 1862 3009 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: MASTERMIND LP
OCN :
04 ADDRESS : 415 MILNER AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M1B 2L1
05 IND DOB : IND NAME:
06 BUS NAME: MASTERMIND GP INC.
OCN :
07 ADDRESS : 415 MILNER AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M1B 2L1

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
09 ADDRESS : 199 BAY STREET, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M5L 1A2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: MCCARTHY TETRAULT LLP (N. RUMBLE)
17 ADDRESS : STE. 5300, TD BANK TOWER, TD CENTRE
CITY : TORONTO PROV: ONT POSTAL CODE: M5K 1E6

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 4 ENQUIRY PAGE : 2 OF 8

SEARCH : BD : MASTERMIND GP INC.

00 FILE NUMBER : 700732512 EXPIRY DATE : 16OCT 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20141016 1108 1862 3010 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: MASTERMIND GP INC.
OCN :
04 ADDRESS : 415 MILNER AVENUE
CITY : TORONTO PROV: ON POSTAL CODE: M1B 2L1
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
09 ADDRESS : 199 BAY STREET, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M5L 1A2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: MCCARTHY TETRAULT LLP (N. RUMBLE)

17 ADDRESS : STE. 5300, TD BANK TOWER, TD CENTRE

CITY : TORONTO PROV: ONT POSTAL CODE: M5K 1E6

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 3 OF 8

SEARCH : BD : MASTERMIND GP INC.

00 FILE NUMBER : 762333129 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2065 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: MASTERMIND GP INC.
OCN :
04 ADDRESS : 415 MILNER AVENUE
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 2L1
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: DAVIES WARD PHILLIPS & VINEBERG LLP (JOSEPH DIPONIO)

17 ADDRESS : 155 WELLINGTON STREET WEST

CITY : TORONTO PROV: ON POSTAL CODE: M5V 3J7

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 4 OF 8

SEARCH : BD : MASTERMIND GP INC.

00 FILE NUMBER : 762333129 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2065 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 5 OF 8

SEARCH : BD : MASTERMIND GP INC.

00 FILE NUMBER : 762333129 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2065 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS (US) IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 6 OF 8

SEARCH : BD : MASTERMIND GP INC.

00 FILE NUMBER : 762333147 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2066 REG TYP: P PPSA REG PERIOD: 10
02 IND DOB : IND NAME:
03 BUS NAME: MASTERMIND LP
OCN :
04 ADDRESS : 415 MILNER AVENUE
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B 2L1
05 IND DOB : IND NAME:
06 BUS NAME: MASTERMIND GP INC.
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: DAVIES WARD PHILLIPS & VINEBERG LLP (JOSEPH DIPONIO)

17 ADDRESS : 155 WELLINGTON STREET WEST

CITY : TORONTO PROV: ON POSTAL CODE: M5V 3J7

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 7 OF 8

SEARCH : BD : MASTERMIND GP INC.

00 FILE NUMBER : 762333147 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2066 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: MASTERMIND GP INC.

FILE CURRENCY: November 12, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 8 OF 8

SEARCH : BD : MASTERMIND GP INC.

00 FILE NUMBER : 762333147 EXPIRY DATE : 02JUN 2030 STATUS :
01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20200602 1616 9234 2066 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
BIRCH HILL EQUITY PARTNERS (US) IV, LP
09 ADDRESS : 100 WELLINGTON ST W, TD W TWR, STE 2300
CITY : TORONTO PROV: ON POSTAL CODE: M5K 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

Business Debtor - "MASTERMIND GP INC."

Search Date and Time: November 13, 2023 at 9:21:56 am Pacific time
Account Name: Not available.

TABLE OF CONTENTS

4 Matches in 4 Registrations in Report

Exact Matches: 4 (*)

Total Search Report Pages: 9

	Base Registration	Base Registration Date	Debtor Name	Page
1	236163I	October 16, 2014	* MASTERMIND GP INC	2
2	236166I	October 16, 2014	* MASTERMIND GP INC	4
3	253894M	June 3, 2020	* MASTERMIND GP INC	6
4	254012M	June 3, 2020	* MASTERMIND GP INC	8

Base Registration Number: 236163I

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 16, 2014 at 11:17:10 am Pacific time
Current Expiry Date and Time:	October 16, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of November 13, 2023 at 9:21:56 am Pacific time)

Secured Party Information

CANADIAN IMPERIAL BANK OF
COMMERCE, AS AGENT

Address

199 BAY STREET, 4TH FLR
TORONTO ON
M5L 1A2 Canada

Debtor Information

MASTERMIND GP INC

Address

415 MILNER AVENUE
TORONTO ON
M1B 2L1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT).

Original Registering Party

MCCARTHY TETRAULT LLP

Address

SUITE 2400, 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada



Base Registration Number: 236166I

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	October 16, 2014 at 11:17:57 am Pacific time
Current Expiry Date and Time:	October 16, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of November 13, 2023 at 9:21:56 am Pacific time)

Secured Party Information

CANADIAN IMPERIAL BANK OF
COMMERCE, AS AGENT

Address

199 BAY STREET, 4TH FLR
TORONTO ON
M5L 1A2 Canada

Debtor Information

MASTERMIND LP

Address

415 MILNER AVENUE
TORONTO ON
M1B 2L1 Canada

MASTERMIND GP INC

Address

415 MILNER AVENUE
TORONTO ON
M1B 2L1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, CHATTEL PAPER, CROPS, DOCUMENTS OF TITLE, EQUIPMENT, FIXTURES, GOODS, INSTRUMENTS, INTANGIBLES, INVENTORY, LICENCES, MONEY AND INVESTMENT PROPERTY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT).

Original Registering Party

MCCARTHY TETRAULT LLP

Address

SUITE 2400, 745 THURLOW STREET
VANCOUVER BC
V6E 0C5 Canada



Base Registration Number: 253894M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 3, 2020 at 9:14:20 am Pacific time
Current Expiry Date and Time:	June 3, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of November 13, 2023 at 9:21:56 am Pacific time)

Secured Party Information

**BIRCH HILL EQUITY PARTNERS
(ENTREPRENEURS) IV, LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

**BIRCH HILL EQUITY PARTNERS IV,
LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

**BIRCH HILL EQUITY PARTNERS (US)
IV, LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

Debtor Information

MASTERMIND LP

Address

415 MILNER AVENUE
SCARBOROUGH ON
M1B 2L1 Canada

MASTERMIND GP INC

Address

415 MILNER AVENUE
SCARBOROUGH ON
M1B 2L1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS AND ALL PROCEEDS THEREOF. PROCEEDS: ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL. TERMS USED IN THIS GENERAL COLLATERAL ,DESCRIPTION WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) SHALL HAVE THE MEANINGS SPECIFIED IN THE ACT, UNLESS THE CONTEXT OTHERWISE INDICATES. . THE FULL ADDRESS OF THE SECURED PARTIES IS: 100 WELLINGTON STREET ,WEST, TD WEST TOWER, SUITE 2300, TORONTO, ON M5K 1A1.

Original Registering Party

MLT AIKINS LLP

Address

2600 - 1066 WEST HASTINGS ST
VANCOUVER BC
V6E 3X1 Canada

Base Registration Number: 254012M

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	June 3, 2020 at 9:40:13 am Pacific time
Current Expiry Date and Time:	June 3, 2030 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of November 13, 2023 at 9:21:56 am Pacific time)

Secured Party Information

**BIRCH HILL EQUITY PARTNERS
(ENTREPRENEURS) IV, LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

**BIRCH HILL EQUITY PARTNERS IV,
LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

**BIRCH HILL EQUITY PARTNERS (US)
IV, LP**

Address

2300 - 100 WELLINGTON ST W.
TORONTO ON
M5K 1A1 Canada

Debtor Information

MASTERMIND GP INC

Address

415 MILNER AVENUE
SCARBOROUGH ON
M1B 2L1 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND ALL PROCEEDS THEREOF. PROCEEDS: ALL GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES OR MONEY NOW OR HEREAFTER FORMING PROCEEDS OF THE FOREGOING COLLATERAL. TERMS USED IN THIS GENERAL COLLATERAL ,DESCRIPTION WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (BRITISH COLUMBIA) SHALL HAVE THE MEANINGS SPECIFIED IN THE ACT, UNLESS THE CONTEXT OTHERWISE INDICATES. . THE FULL ADDRESS OF THE SECURED PARTIES IS: 100 WELLINGTON STREET ,WEST, TD WEST TOWER, SUITE 2300, TORONTO, ON M5K 1A1.

Original Registering Party

MLT AIKINS LLP

Address

2600 - 1066 WEST HASTINGS ST
VANCOUVER BC
V6E 3X1 Canada

Search ID #: Z16762871

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 04953696-EDD3 5
3794

Search ID #: Z16762871

Date of Search: 2023-Nov-13

Time of Search: 10:22:37

Business Debtor Search For:

MASTERMIND GP INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z16762871

Business Debtor Search For:

MASTERMIND GP INC.

Search ID #: Z16762871

Date of Search: 2023-Nov-13

Time of Search: 10:22:37

Registration Number: 14101608871

Registration Date: 2014-Oct-16

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Oct-16 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 MASTERMIND GP INC.
415 MILNER AVENUE
TORONTO, ON M1B 2L1

Secured Party / Parties

Block

Status

Current

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
199 BAY STREET, 4TH FLOOR
TORONTO, ON M5L 1A2

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16762871

Business Debtor Search For:

MASTERMIND GP INC.

Search ID #: Z16762871

Date of Search: 2023-Nov-13

Time of Search: 10:22:37

Registration Number: 14101608931

Registration Date: 2014-Oct-16

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Oct-16 23:59:59

Exact Match on:

Debtor

No: 2

Debtor(s)

Block

Status

Current

1 MASTERMIND LP
415 MILNER AVENUE
TORONTO, ON M1B 2L1

Block

Status

Current

2 MASTERMIND GP INC.
415 MILNER AVENUE
TORONTO, ON M1B 2L1

Secured Party / Parties

Block

Status

Current

1 CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
199 BAY STREET, 4TH FLOOR
TORONTO, ON M5L 1A2

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Current

Search ID #: Z16762871

Business Debtor Search For:

MASTERMIND GP INC.

Search ID #: Z16762871

Date of Search: 2023-Nov-13

Time of Search: 10:22:37

Registration Number: 20060232794

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jun-02

Registration Status: Current

Expiry Date: 2030-Jun-02 23:59:59

Exact Match on:

Debtor

No: 2

Debtor(s)

Block

Status

Current

1 MASTERMIND LP
415 MILNER AVENUE
SCARBOROUGH, ON M1B 2L1

Block

Status

Current

2 MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH, ON M1B 2L1

Secured Party / Parties

Block

Status

Current

1 BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Block

Status

Current

2 BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Block

Status

Current

3 BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Search ID #: Z16762871

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after-acquired personal property of the debtors.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The complete address for each Secured Party in Blocks 1, 2 and 3 is as follows: 100 Wellington Street West TD West Tower, Suite 2300 Toronto, ON M5K 1A1	Current

Search ID #: Z16762871

Business Debtor Search For:

MASTERMIND GP INC.

Search ID #: Z16762871

Date of Search: 2023-Nov-13

Time of Search: 10:22:37

Registration Number: 20060232816

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jun-02

Registration Status: Current

Expiry Date: 2030-Jun-02 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH, ON M1B 2L1

Secured Party / Parties

Block

Status

Current

1 BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Block

Status

Current

2 BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Block

Status

Current

3 BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TORONTO, ON M5K 1A1
Email: tsweeney@birchhillequity.com

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the debtor.

Current

Search ID #: Z16762871

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The complete address for each Secured Party in Blocks 1, 2 and 3 is as follows: 100 Wellington Street West TD West Tower, Suite 2300 Toronto, ON M5K 1A1	Current

Result Complete



Saskatchewan Personal Property Registry Search Result

Searching Party: OnCorp Direct Inc.
Search Date: 13-Nov-2023 11:46:22
Search Type: Standard

Search #: 204283273
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

MASTERMIND GP INC.

The following list displays all matches & indicates the ones that were selected.

6 Registration(s) Found: Exacts (4) - Similar (2)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301453681	Personal Property Security Agreement	MASTERMIND GP INC.	TORONTO	N/A
Yes	Exact	301453686	Personal Property Security Agreement	MASTERMIND GP INC.	TORONTO	N/A
Yes	Exact	302039929	Personal Property Security Agreement	Mastermind GP Inc.	Scarborough	N/A
Yes	Exact	302039933	Personal Property Security Agreement	Mastermind GP Inc.	Scarborough	N/A
No	Similar	301453686	Personal Property Security Agreement	MASTERMIND LP	TORONTO	N/A
No	Similar	302039929	Personal Property Security Agreement	Mastermind LP	Scarborough	N/A



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 03-Mar-2016 11:49:07

Registration #: 301453681
Expiry Date: 03-Mar-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	150150499-1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9 Canada

Secured Party

Item #:	1	Address:	199 BAY STREET, 4TH FLOOR
Party ID:	151702939-1		TORONTO, Ontario
Entity Type:	Business		M5L1A2
Name:	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT		Canada

Debtor Party

* Item #:	1	Address:	415 MILNER AVENUE
Party ID:	152506264-1		TORONTO, Ontario
Entity Type:	Business		M1B2L1
Name:	MASTERMIND GP INC.		Canada

General Property

All of the Debtor's present and after-acquired personal property.



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 03-Mar-2016 11:49:57

Registration #: 301453686
Expiry Date: 03-Mar-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	150150499-1	Address:	1500 - 1881 Scarth Street
Entity Type:	Business		Regina, Saskatchewan
Name:	MCDUGALL GAULEY LLP		S4P4K9 Canada

Secured Party

Item #:	1	Address:	199 BAY STREET, 4TH FLOOR
Party ID:	151702939-1		TORONTO, Ontario
Entity Type:	Business		M5L1A2
Name:	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT		Canada

Debtor Party

* Item #:	1	Address:	415 MILNER AVENUE
Party ID:	152506264-1		TORONTO, Ontario
Entity Type:	Business		M1B2L1
Name:	MASTERMIND GP INC.		Canada
Item #:	2	Address:	415 MILNER AVENUE
Party ID:	152506271-1		TORONTO, Ontario
Entity Type:	Business		M1B2L1
Name:	MASTERMIND LP		Canada

General Property

All of the Debtors' present and after-acquired personal property.



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 02-Jun-2020 15:30:31

Registration #: 302039929
Expiry Date: 02-Jun-2030

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9 Canada

Secured Party

Item #:	1	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462950-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners (Entrepreneurs) IV, LP		
Item #:	2	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462953-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners IV, LP		
Item #:	3	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462954-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners (US) IV, LP		

Debtor Party

Item #:	1	Address:	415 Milner Avenue Scarborough, Ontario
Party ID:	153462951-1		M1B2L1
Entity Type:	Business		Canada
Name:	Mastermind LP		
* Item #:	2	Address:	415 Milner Avenue Scarborough, Ontario
Party ID:	153462952-1		M1B2L1
Entity Type:	Business		Canada
Name:	Mastermind GP Inc.		

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 02-Jun-2020 15:32:12

Registration #: 302039933
Expiry Date: 02-Jun-2030

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9 Canada

Secured Party

Item #:	1	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462950-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners (Entrepreneurs) IV, LP		
Item #:	2	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462953-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners IV, LP		
Item #:	3	Address:	100 Wellington Street West, TD West Tower, Suite 2300 Toronto, Ontario
Party ID:	153462954-1		M5K1A1
Entity Type:	Business		Canada
Name:	Birch Hill Equity Partners (US) IV, LP		

Debtor Party

* Item #:	1	Address:	415 Milner Avenue
Party ID:	153462952-1		Scarborough, Ontario
Entity Type:	Business		M1B2L1
Name:	Mastermind GP Inc.		Canada

General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

End of Search Result

Sue Shaunessy
(odi1ssha)

 Logoff

Services

Account Services

Account Statements

Registration Services

Financing Statement

Change Statement

Discharge Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit Submission

Title Check

Account Information

Business Debtor

Search Results

Similar Matches

Print Requests

Mailing Information

Payment

Help

Search by Business Debtor

Date: 2023-11-13
Time: 11:47:21 AM
Transaction Number: 10271173954

Business Name: MASTERMIND GP INC.

1 exact match was found.

1 similar match was found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Mastermind GP Inc.	4

1. Mastermind GP Inc.

1.1 Mastermind GP Inc.: Registration 202008333302 (2020-06-02 3:55:44 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-06-02
Debtor Address	415 Milner Avenue Scarborough, Ontario Canada M1B 2L1
Secured Parties (party code, name, address)	Birch Hill Equity Partners (Entrepreneurs) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners (US) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.2 Mastermind GP Inc.: Registration 202008332802 (2020-06-02 3:46:25 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-06-02
Debtor Address	415 Milner Avenue Scarborough, Ontario Canada M1B 2L1
This registration is jointly registered with these business debtors	Mastermind LP
Secured Parties (party code, name, address)	Birch Hill Equity Partners (Entrepreneurs) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners (US) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
General Collateral Description	The security interest is taken in all of the debtors' present and after-acquired personal property.

1.3 Mastermind GP Inc.: Registration 201513979300 (2015-07-24 4:24:27 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2024-07-24
Debtor Address	415 Milner Avenue Toronto, ON Canada M1B 2L1

This registration is jointly registered with these business debtors	Mastermind LP
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce, as Agent 199 Bay Street, 4th Floor Toronto, ON Canada M5L 1A2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

1.4 Mastermind GP Inc.: Registration 201513978907 (2015-07-24 4:20:27 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2024-07-24
Debtor Address	415 Milner Avenue Toronto, ON Canada M1B 2L1
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce, as Agent 199 Bay Street, 4th Floor Toronto, ON Canada M5L 1A2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

To view similar matches, please select the "Similar Matches" tab.
To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

New Search

Search Results	Similar Matches	Print Requests	Mailing Information	Payment
----------------	-----------------	----------------	---------------------	---------

[Printer Friendly Version](#)

Privacy

ENGLISH
FRANÇAIS

The Property Registry

A Service Provider
for the Province of Manitoba

Business Debtor

Search Results	Similar Matches	Print Requests	Mailing Information	Payment
----------------	-----------------	----------------	---------------------	---------

Help

Search by Business Debtor: 1 similar match was found.

Business Debtor Name	No. of Registrations
1. Mastermind LP	2

1. Mastermind LP ☐ Include in Printed Search Results

1.1 Mastermind LP: Registration 202008332802 (2020-06-02 3:46:25 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2030-06-02
Debtor Address	415 Milner Avenue Scarborough, Ontario Canada M1B 2L1
This registration is jointly registered with these business debtors	Mastermind GP Inc.
Secured Parties (party code, name, address)	Birch Hill Equity Partners (Entrepreneurs) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
	Birch Hill Equity Partners (US) IV, LP 100 Wellington Street West TD West Tower, Suite 2300 Toronto, Ontario Canada M5K 1A1
General Collateral Description	The security interest is taken in all of the debtors' present and after-acquired personal property.

1.2 Mastermind LP: Registration 201513979300 (2015-07-24 4:24:27 PM)

Sue Shaunessy
(odi1ssha)



Services

Account Services

Account
Statements

Registration
Services

Financing
Statement

Change Statement

Discharge
Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration
Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration
Land Titles Online
Plan Deposit
Submission
Title Check
Account
Information

Registered under	The Personal Property Security Act			
Expiry Date (YYYY-MM-DD)	2024-07-24			
Debtor Address	415 Milner Avenue Toronto, ON Canada M1B 2L1			
This registration is jointly registered with these business debtors	Mastermind GP Inc.			
Secured Parties (party code, name, address)	Canadian Imperial Bank of Commerce, as Agent 199 Bay Street, 4th Floor Toronto, ON Canada M5L 1A2			
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.			
Back to Top				
Search Results	Similar Matches	Print Requests	Mailing Information	Payment

[Printer Friendly Version](#)

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)
Search Criteria: MASTERMIND GP INC.
Date and Time of Search (YYYY-MM-DD hh:mm): 2023-11-13 13:25 (Atlantic)
Transaction Number: 24985425
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	27869742	MASTERMIND GP INC.	TORONTO
*	*	32841454	MASTERMIND GP INC.	SCARBOROUGH
*	*	32841686	MASTERMIND GP INC.	SCARBOROUGH

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 3 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 27869742

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27869742	2017-06-29 18:11	2024-06-29	SM001505

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

MASTERMIND LP
415 MILNER AVENUE
TORONTO ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
TORONTO ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
199 BAY STREET
4TH FLOOR
TORONTO ON M5L 1A2
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 32841454

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	32841454	2020-06-03 10:03	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND LP
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE

SCARBOROUGH ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

General Collateral

A security interest is taken in all of the debtors' present and after-acquired personal property.

Registration Details for Registration Number: 32841686

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	32841686	2020-06-03 10:24	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1

Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

General Collateral

A security interest is taken in all of the debtor's present and after-acquired personal property.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: New Brunswick
Type of Search: Debtors (Enterprise)
Search Criteria: MASTERMIND GP INC.
Date and Time of Search (YYYY-MM-DD hh:mm): 2023-11-13 13:26 (Atlantic)
Transaction Number: 24985427
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	29157021	MASTERMIND GP INC.	TORONTO
*	*	33697095	MASTERMIND GP INC.	SCARBOROUGH
*	*	33697343	MASTERMIND GP INC.	SCARBOROUGH

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 3 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 29157021

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	29157021	2017-06-29 18:11	2024-06-29	SM001505

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

MASTERMIND LP
415 MILNER AVENUE
TORONTO ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
TORONTO ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT
199 BAY STREET
4TH FLOOR
TORONTO ON M5L 1A2
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Registration Details for Registration Number: 33697095

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33697095	2020-06-03 10:03	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND LP
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE

SCARBOROUGH ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

General Collateral

A security interest is taken in all of the debtors' present and after-acquired personal property.

Registration Details for Registration Number: 33697343

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33697343	2020-06-03 10:24	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1

Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

General Collateral

A security interest is taken in all of the debtor's present and after-acquired personal property.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)
Search Criteria: MASTERMIND GP INC.
Date and Time of Search (YYYY-MM-DD hh:mm): 2023-11-13 13:27 (Atlantic)
Transaction Number: 24985431
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	15918444	Mastermind GP Inc.	Toronto
*	*	17887613	MASTERMIND GP INC.	SCARBOROUGH
*	*	17887753	MASTERMIND GP INC.	SCARBOROUGH

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 3 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 15918444

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	15918444	2018-05-10 17:25	2028-05-10	350505171

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

Mastermind LP
415 Milner Avenue
Toronto ON M1B 2L1
Canada

Type: Enterprise
Mastermind GP Inc.
415 Milner Avenue
Toronto ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
Canadian Imperial Bank of Commerce, as Agent
199 Bay Street, 4th Floor
Toronto ON M5L 1A2
Canada

General Collateral

All present and after acquired personal property of the debtor.

Registration Details for Registration Number: 17887613

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	17887613	2020-06-03 10:03	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND LP
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

General Collateral

A security interest is taken in all of the debtors' present and after-acquired personal property.

Registration Details for Registration Number: 17887753

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	17887753	2020-06-03 10:24	2030-06-03	SM998999.7493

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
MASTERMIND GP INC.
415 MILNER AVENUE
SCARBOROUGH ON M1B 2L1
Canada

Secured Parties

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

Type: Enterprise
BIRCH HILL EQUITY PARTNERS (US) IV, LP
100 WELLINGTON STREET WEST
TD WEST TOWER, SUITE 2300
TORONTO ON M5K 1A1
Canada

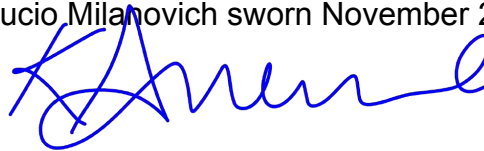
General Collateral

A security interest is taken in all of the debtor's present and after-acquired personal property.

END OF REPORT

TAB L

This is Exhibit "L" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE

Subordination and Postponement Agreement

between

CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as agent for the Senior Lenders

and

**BIRCH HILL EQUITY PARTNERS (US) IV, LP, BIRCH HILL EQUITY PARTNERS IV, LP,
BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP and BHEP (US)
MASTERMIND INC.**

and

MASTERMIND LP

June 11, 2020

TABLE OF CONTENTS

Article 1 – Interpretation	1
1.01 Definitions	1
1.02 Headings	3
1.03 Extended Meanings	3
1.04 Statutory References	4
Article 2 – Subordination and Postponement	4
2.01 Subordination and Postponement.....	4
2.02 Repayment of Subordinate Debt.....	5
2.03 Restriction on Enforcement.....	5
2.04 Subordinate Security.....	6
2.05 No Objection	6
2.06 Enforcement Standbys.....	6
2.07 Application of Proceeds	6
2.08 Liquidation, Dissolution, Bankruptcy, etc.	7
2.09 Payments Received by the Subordinate Lenders.....	8
2.10 Senior Creditors’ Rights	8
2.11 Representations and Warranties	9
2.12 No Waiver of Subordination Provisions	9
2.13 Waivers of the Subordinate Lenders.....	10
2.14 No Release	11
2.15 No Rights to Debtor	11
Article 3 – General	12
3.01 Further Assurances.....	12
3.02 Benefit of the Agreement	12
3.03 Assignment	12
3.04 Entire Agreement	12
3.05 Amendments and Waivers.....	12
3.06 Severability	12
3.07 Notices	13
3.08 Termination	14
3.09 Counterparts	14
3.10 Electronic Execution	14
3.11 Governing Law	14
3.12 Executed Copy.....	14
Schedule A Subordinate Security	A-1

Subordination and Postponement Agreement

This Agreement is made June 11, 2020

between

CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, in its capacity as agent for the Senior Lenders (the "**Agent**"),

and

BIRCH HILL EQUITY PARTNERS (US) IV, LP, BIRCH HILL EQUITY PARTNERS IV, LP and **BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP**, each a limited partnership formed under the laws of the Province of Ontario, and **BHEP (US) MASTERMIND INC.**, a corporation formed under the laws of the Province of Ontario (collectively, the "**Subordinate Lenders**"),

and

MASTERMIND LP, a limited partnership formed under the laws of the Province of Ontario (the "**Debtor**").

Recitals:

- A. Pursuant to a credit agreement dated as of October 24, 2014, as amended by a first amending agreement dated July 29, 2015, a second amending agreement dated April 4, 2016, a third amending agreement dated September 26, 2016, a fourth amending agreement dated April 24, 2017, a fifth amending agreement dated July 25, 2017, a sixth amending agreement dated January 14, 2019 a seventh amending agreement dated January 22, 2020 and an eighth amending agreement and consent dated as of the date hereof (as so amended and as may be further amended, supplemented, restated or otherwise modified from time to time the "**Senior Credit Agreement**") between, *inter alios*, the Debtor, as borrower, the Agent, as administrative agent for the lenders party thereto from time to time (collectively, the "**Senior Lenders**"), the Senior Lenders, the Senior Lenders have agreed to make certain credit facilities available to the Debtor;
- B. The Subordinate Lenders are Affiliates of the Debtor and may from time to time extend certain loans to the Debtor (the "**Subordinated Loans**");
- C. Subject to the terms of this Agreement, the Subordinate Lenders have agreed to unconditionally and irrevocably subordinate and postpone the Subordinate Indebtedness to the indefeasible repayment of in full by the Debtor of the Senior Indebtedness;

In consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“Affiliate” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent” has the meaning set out in the recitals.

“Agreement” means this agreement, including its recitals and schedules, as amended from time to time.

“Applicable Law” means:

- (a) any applicable domestic or foreign law including any statute, subordinate legislation or treaty; and
- (b) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority whether or not having the force of law.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. **“Controlling”** and **“Controlled”** have corresponding meanings.

“Debtor” has meaning set out in the recitals.

“Governmental Authority” means any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances.

“Insolvency or Liquidation Proceeding” has the meaning set out in Section 2.01(2)(h).

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Senior Credit Agreement” has the meaning set out in the recitals.

“Senior Creditors” means, collectively, the Agent and the Senior Lenders and **“Senior Creditor”** means, individually, the Agent or any Senior Lender.

“Senior Indebtedness” means all obligations of the Debtor to the Senior Creditors or any of them under or in connection with the Senior Credit Agreement or the other Senior Loan Documents, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Debtor to the Senior Creditors or any of them under or in connection with the Senior Credit Agreement or other Senior Loan Documents whether arising from dealings between the Senior Creditors or any of them and the Debtor or

from any other dealings or proceedings by which the Senior Creditors or any of them may be or become in any manner whatever a creditor of the Debtor pursuant to the Senior Credit Agreement or other Senior Loan Documents, and wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses relating thereto.

“Senior Lenders” has the meaning set out in the recitals.

“Senior Loan Documents” means (a) the Senior Credit Agreement, (b) the Senior Security and (c) all present and future agreements, documents, certificates and instruments delivered by the Debtor to the Agent for and on behalf of the Senior Creditors pursuant to or in respect of the Senior Credit Agreement or the Senior Security, in each case as the same may from time to time be amended.

“Senior Security” means any and all liens, charges, pledges, security interests and security agreements of any nature or kind, now or hereafter granted by the Debtor to the Agent on behalf of the Senior Creditors, through assignment or otherwise, which secures the payment of the Senior Indebtedness.

“Subordinate Credit Agreement” means any note or other instrument or agreement entered into from time to time by the Debtor and any Subordinate Lender in respect of the Subordinated Loans.

“Subordinate Indebtedness” means all obligations of the Debtor to the Subordinate Lenders, under or in connection with the Subordinated Loans, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Debtor to any Subordinate Lender under or in connection with the Subordinated Loans whether arising from dealings between any Subordinate Lender and the Debtor or from any other dealings or proceedings by which any Subordinate Lender may be or become in any manner whatever a creditor of the Debtor pursuant to the Subordinated Loans, and wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses relating thereto.

“Subordinate Lenders” has the meaning set out in the recitals and **“Subordinate Lender”** means, individually, any of the Subordinate Lenders.

“Subordinated Loans” has the meaning set out in the recitals and Subordinated Loan means, individually, any of the Subordinated Loans.

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa* and words importing any gender include all genders. The term “including” means “including without limiting the generality of the foregoing”.

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re enacted or replaced and includes any regulation thereunder.

ARTICLE 2 – SUBORDINATION AND POSTPONEMENT

2.01 **Subordination and Postponement**

(1) All Subordinate Indebtedness is unconditionally and irrevocably deferred, postponed and subordinated in all respects to the prior indefeasible repayment in full by the Debtor of all the Senior Indebtedness; provided that notwithstanding any provisions contained herein, the Debtor shall be able to pay interest on the Subordinate Indebtedness by issuing additional Subordinated Loans (which, for the avoidance of doubt, shall constitute Subordinated Indebtedness) to the Subordinate Lenders.

(2) Without limiting the generality of Section 2.01(1), the deferment, postponement and subordination of the Subordinate Indebtedness contained herein will be effective notwithstanding:

- (a) the dates of any advances secured by the Senior Security;
- (b) the time or sequence of giving any notice or the making of any demand in respect of the Senior Indebtedness, the Senior Security or the Subordinate Indebtedness or the timing of creation, execution, delivery, attachment, registration, perfection or enforcement of the security constituted by the Senior Security;
- (c) that any of the Senior Security is defective, unperfected or unenforceable for any reason whatsoever;
- (d) the method of perfection of the Senior Security;
- (e) the provisions of the Senior Security;
- (f) any invalidity or unenforceability of, or any limitation on, the liability of the Debtor;
- (g) any defence, compensation, set off or counterclaim which the Debtor may have or assert;
- (h) any dissolution, bankruptcy, receivership, winding up, liquidation or other similar proceedings in respect of the Debtor (whether voluntary or involuntary), any proposal or similar proceeding made or commenced by the Debtor under any

laws relating to the bankruptcy, insolvency, moratorium, reorganization or compromise of creditors' claims including the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada), any distribution of assets of the Debtor among its creditors in any manner whatsoever or any sale of all or substantially all of the assets of the Debtor (each an "**Insolvency or Liquidation Proceeding**");

- (i) the taking of any collection, enforcement or realization proceedings pursuant to the Senior Security or the Subordinate Indebtedness;
- (j) the date of obtaining any judgment or the order of any bankruptcy court or any court administering bankruptcy, insolvency, receivership or similar proceedings as to the entitlement of either the Senior Lenders or the Subordinate Lenders to any money or property of the Debtor;
- (k) the giving or failing to give any notice, or the sequence of giving any notice to the Subordinate Lenders including the giving or failing to give notice of the acquisition of any additional Senior Security;
- (l) the failure to exercise any power or remedy reserved to the Agent or the Senior Lenders under the Senior Credit Agreement and the Senior Security or to insist upon a strict compliance with any of the terms thereof;
- (m) the date or dates of any default by the Debtor in respect of the Senior Indebtedness or any default under the Senior Security;
- (n) the rules of priority established under Applicable Law; and
- (o) any other matter whatsoever.

2.02 **Repayment of Subordinate Debt**

Until the Senior Indebtedness has been paid in full and the Senior Credit Agreement has been terminated, no direct or indirect, distribution, payment (including, but not limited to, principal, interest and fees), prepayment or repayment on account of, or other distribution in respect of, the Subordinate Indebtedness will be made by, or on behalf of, the Debtor or received by, or on behalf of, a Subordinate Lender; provided that notwithstanding any provisions contained herein, the Debtor shall be able to pay interest on the Subordinate Indebtedness by issuing additional Subordinated Loans (which, for the avoidance of doubt, shall constitute Subordinated Indebtedness) to the Subordinate Lenders.

2.03 **Restriction on Enforcement**

The Subordinate Lenders will not take any steps whatsoever to enforce payment of the Subordinate Indebtedness (including, without limitation, rights of set off, commencement of bankruptcy proceedings, foreclosure, sale, power of sale, taking of possession, appointing or making application to a court for an order appointing an agent or a receiver or receiver manager) unless, prior to the taking of any such steps, the Senior Indebtedness has been indefeasibly paid in full and the Senior Credit Agreement has been terminated. However, notwithstanding the foregoing or any other provision contained herein, each Subordinate Lender may (1) make a demand for payment, (2) file a claim with respect to the Subordinate

Indebtedness, provided that an Insolvency or Liquidation Proceeding has commenced (and take such other action as it deems in good faith to be necessary to protect its rights in such proceeding), (3) file any necessary actions, motions or pleadings to preserve or protect the interests of the Subordinate Lenders, including defensive or responsive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to, rejecting, denying or otherwise seeking the disallowance or determination of the claims of such Subordinate Lender, in each case, not in contravention of the terms of this Agreement, or (4) vote on any plan of compromise, arrangement, wind-up, liquidation and/or reorganization, file any proof of claim, make other filings and make any arguments and motions that are, in each case, not in contravention of the terms of this Agreement, with respect to the Subordinate Indebtedness.

2.04 **Subordinate Security**

The Subordinate Lenders acknowledge that any security granted to any Subordinate Lender by the Debtor to secure the Subordinate Indebtedness is subordinated and postponed to the Senior Security. The Subordinate Lenders will not take from the Debtor security for the payment of or performance of obligations in respect of the Subordinate Indebtedness other than the security listed on Schedule A attached hereto without the prior written consent of the Agent. The Debtor will not deliver to any Subordinate Lender any security for the payment of or performance of obligations in respect of the Subordinate Indebtedness other than the security listed on Schedule A.

2.05 **No Objection**

The Subordinate Lenders, in their capacity as creditors of the Debtor, will not take, or cause any other Person to take on its behalf, any steps whatsoever whereby the priority or validity of any of the Senior Security or the Senior Indebtedness or the rights of the Agent or any other Senior Creditor under the Senior Security, the Senior Credit Agreement or any other Senior Loan Document could be delayed, defeated, impaired or diminished and, without limiting the generality of the foregoing, the Subordinate Lenders, in their capacity as creditors of the Debtor, will not challenge, object to, compete with or impede in any manner any act taken or proceeding commenced by the Agent or any other Secured Creditor in connection with the enforcement by the Agent or any other Secured Creditor of the Senior Security.

2.06 **Enforcement Standbys**

Notwithstanding any provisions to the contrary contained herein (other than Section 2.03 hereof) or in any Subordinate Credit Agreement, no Subordinate Lender will accelerate the maturity of the Subordinate Indebtedness in whole or in part in respect of a default or an event of default under the Subordinate Indebtedness or otherwise or exercise any remedies (including enforcement) under any Subordinate Credit Agreement in respect of any such default or event of default, or make any demand for payment under or pursuant to the Subordinate Indebtedness except as provided in Section 2.03 or with the prior written consent of the Agent acting in its sole and unfettered discretion.

2.07 **Application of Proceeds**

The Subordinate Lenders acknowledge that all and every part of the Senior Security is held by the Agent on its own behalf and on behalf of the Senior Lenders as security for all and every part of the Senior Indebtedness and the Agent on its own behalf and on behalf

of the Senior Lenders may apply as a permanent reduction any monies received, whether from the enforcement of and realization upon any or all of the Senior Security or otherwise, to any part of the Senior Indebtedness as the Agent on its own behalf and on behalf of the Senior Lenders may determine appropriate in accordance with the provisions of the Senior Loan Documents.

2.08 Liquidation, Dissolution, Bankruptcy, etc.

(1) In the event of distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Debtor, or the proceeds thereof, to creditors in connection with the bankruptcy, liquidation or winding up of the Debtor or in connection with any composition with creditors or scheme of arrangement to which any Subordinate Lender is a party, the Senior Creditors will be entitled to receive (a) payment in full (including interest accruing to the date of receipt of such payment at the applicable rate whether or not allowed as a claim in any such proceeding) of the Senior Indebtedness before the Subordinate Lenders are entitled to receive any direct or indirect payment or distribution of any cash or other assets of the Debtor on account of the Subordinate Indebtedness, and (b) any payment or distribution of any kind or character, whether in cash or other assets, which is payable or deliverable upon or with respect to the Subordinate Indebtedness for application in payment of such Senior Indebtedness (to the extent necessary to pay all Senior Indebtedness in full after giving effect to any substantially concurrent payment or distribution to the Senior Creditors in respect of the Senior Indebtedness). To the extent any payment of Senior Indebtedness (whether by or on behalf of the Debtor, as proceeds of security or enforcement of any right of set off or otherwise) is declared to be a fraudulent preference or otherwise voidable, set aside or required to be paid to a trustee, receiver or other similar Person under any bankruptcy, insolvency, receivership or similar law, then if such payment is recoverable by, or paid over to, such trustee, receiver or other Person, the Senior Indebtedness or part thereof originally intended to be satisfied will be deemed to be reinstated and outstanding as if such payment had not occurred.

(2) In order to enable the Senior Creditors to enforce their rights hereunder in any of the actions or proceedings described in this Section 2.08, the Agent is irrevocably authorized and empowered, in its discretion, to make and present for and on behalf of the Subordinate Lenders, such proofs of claims or other motions or pleadings and to demand, receive and collect any and all dividends or other payments or disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Senior Indebtedness. The Subordinate Lenders will exercise any voting right or other privilege that they may have from time to time in any of the actions or proceedings described in this Section 2.08 in favour of any plan, proposal, compromise, arrangement or similar transaction so as to give effect to the right of the Senior Creditors to receive payments and distributions otherwise payable or deliverable upon or with respect to the Subordinate Indebtedness so long as any Senior Indebtedness remains outstanding.

(3) In the event of any dissolution, winding up, reorganization, bankruptcy, insolvency, receivership or other similar proceedings relating to the Debtor, all rights of the Subordinate Lenders to exercise the voting and other consensual rights pertaining to Subordinate Indebtedness and the securities it owns or holds in the capital of the Debtor of which it would otherwise be entitled to exercise will, at the option of the Agent, become vested in the Agent, for and on behalf of the Senior Creditors, and the Agent will thereupon have the right, but not the obligation, to exercise such voting and other consensual rights. For such purpose, the Subordinate Lenders irrevocably appoint the Agent or any officer of the Agent as

its attorney in fact, with full power and authority in the place and stead of the Subordinate Lenders and in the name of the Subordinate Lenders or otherwise, from time to time in the Agent's absolute discretion and to the fullest extent permitted by law, to take any action and to execute any instruments which the Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, and the Subordinate Lenders ratify all such actions that such attorney lawfully does or causes to be done by virtue hereof. This power of attorney is coupled with an assignment of the Subordinate Lenders' interests in any payments or distributions in respect of the Subordinate Indebtedness and is irrevocable.

2.09 **Payments Received by the Subordinate Lenders**

Prior to the indefeasible payment in full of the Senior Indebtedness and the termination of the Senior Credit Agreement, if any Subordinate Lender or any Person on its behalf receives any payment from a distribution of assets of the Debtor on account of any Subordinate Indebtedness, then such Subordinate Lender will, and will cause such other Person to, receive and hold such payment or distribution in trust for the benefit of the Senior Creditors and promptly pay the same over or deliver to the Agent in precisely the form received by such Subordinate Lender or such other Person on their behalf (except for any necessary endorsement or assignment) and such payment or distribution will be applied by the Agent to the repayment or payment of the Senior Indebtedness.

2.10 **Senior Creditors' Rights**

The Agent will be entitled to deal with the Senior Security in accordance with the terms of the documents representing the Senior Security and nothing herein will prevent, restrict or limit the Agent in any manner from exercising all or any part of its rights and remedies otherwise permitted by such documents and by Applicable Law upon any default under the terms of the Senior Indebtedness. Without limiting the generality of the foregoing:

(1) the Senior Creditors, in their absolute discretion and without diminishing the obligations of the Subordinate Lenders hereunder, may grant time or other indulgences to the Debtor or any other Person now or hereafter liable to the Senior Creditors in respect of the payment of the Senior Indebtedness, and the Agent may give up, modify, vary, exchange, renew or abstain from taking advantage of the Senior Security in whole or in part and may discharge any part or parts of or accept any composition or arrangements or realize upon the Senior Security when and in such manner as the Agent or any authorized officer or agent thereof may think expedient, and in no such case will the Agent be responsible for any neglect or omission with respect to the Senior Security or any part thereof;

(2) the Subordinate Lenders will not be released or exonerated from their obligations hereunder by extension of time periods or any other forbearance whatsoever, whether as to time, performance or otherwise or by any release, discharge, loss or alteration in or dealing with all or any part of the Senior Indebtedness and the Senior Security or any part thereof or by any failure or delay in giving any notice required under this Agreement, the Senior Credit Agreement, the Senior Indebtedness or the Senior Security or any part thereof, the waiver by any of the Senior Creditors of compliance with any conditions precedent to any advance of funds, or by any modification or alteration of the Senior Credit Agreement, the Senior Indebtedness or the Senior Security or any part thereof, or by anything done, suffered or permitted by any of the Senior Creditors, or as a result of the method or terms of payment under the Senior Credit Agreement or Senior Indebtedness or Senior Security or any part thereof or

any assignment or other transfer of all or any part of the Senior Credit Agreement, the Senior Indebtedness or the Senior Security or any part thereof;

(3) the Senior Creditors will not be bound to seek or exhaust any recourse against the Debtor or any other Person or against the property or assets of the Debtor or any other Person or against any security, guarantee or indemnity before being entitled to the benefit of the Subordinate Lenders' obligations hereunder and the Senior Creditors may enforce the various remedies available to them and may realize upon the various security documents, guarantees and indemnities or any part thereof, held by them in such order as the Senior Creditors may determine appropriate;

(4) the Subordinate Lenders are fully responsible for acquiring and updating information relating to the financial condition of the Debtor and all circumstances relating to the payment or non payment of the Subordinate Indebtedness;

(5) the Agent will not be required to marshal in favour of the Subordinate Lenders or any other Person the Senior Security or any other securities or any moneys or other assets which the Senior Creditors may be entitled to receive or upon which the Senior Creditors may have a claim; and

(6) the Senior Creditors will be entitled to advance their own monies as they see fit in order to preserve or protect the assets of the Debtor or any part thereof, and all such sums advanced to the extent reasonably advanced to preserve and protect the assets of the Subordinate Lenders or any part thereof will constitute part of the Senior Indebtedness and will be secured by the Senior Security.

2.11 **Representations and Warranties**

The Subordinate Lenders represent and warrant to the Senior Creditors that:

(1) the general partner of each of the Subordinate Lenders has all necessary power and authority to enter into this Agreement;

(2) this Agreement constitutes a valid and legally binding obligation of the Subordinate Lenders, enforceable against them in accordance with its terms subject to bankruptcy, insolvency, reorganization, arrangement, winding up, moratorium and other similar laws of general application limiting the enforcement of creditors' rights generally and to general equitable principles.

2.12 **No Waiver of Subordination Provisions**

(1) No right of the Agent to enforce the subordination as provided in this Agreement will at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Subordinate Lenders or by any act or failure to act by the Senior Creditors or any agent of or trustee for the Senior Creditors, or by any non compliance by the Subordinate Lenders with any of the agreements or instruments relating to the Subordinate Indebtedness or the Senior Indebtedness, regardless of any knowledge thereof which the Senior Creditors may have or be otherwise charged with. Without limiting the generality of the foregoing but in no way relieving the Subordinate Lenders of their obligations under this Agreement, the Senior Creditors may, at any time and from time to time, without the consent of or notice to the Subordinate Lenders and without impairing or releasing the subordination and other benefits provided in this Agreement

or the obligations hereunder of the Subordinate Lenders to the Senior Creditors, do any one or more of the following:

- (a) amend, supplement, modify, restate or replace the Senior Credit Agreement, any of the Senior Security or the other Senior Loan Documents;
- (b) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner any assets pledged or mortgaged for or otherwise securing the Senior Indebtedness or any liability of the Debtor or any liability incurred directly or indirectly in respect thereof;
- (c) settle or compromise any Senior Indebtedness or any other liability of the Debtor or any security thereof or any liability incurred directly or indirectly in respect thereof, and apply any sums by whomsoever paid and however realized to the Senior Indebtedness in any manner or order;
- (d) fail to take or to record or otherwise perfect or to preserve the perfection of any liens or security interest securing the Senior Indebtedness, exercise or delay in or refrain from exercising any right or remedy against the Debtor and elect any remedy and otherwise deal freely with the Debtor; and
- (e) change, whether by addition, substitution, renewal, succession, assignment, grant of participation, transfer or otherwise, any of the Senior Creditors (including the Agent).

(2) No loss of or in respect of any of the Senior Security or the Senior Indebtedness or otherwise or any carelessness or neglect by the Senior Creditors in asserting their rights or any other thing whatsoever, including without limitation the loss by operation of law of any right of the Senior Creditors against the Debtor or the loss or destruction of any security, will in any way impair or release the subordination and other benefits provided by this Agreement.

2.13 **Waivers of the Subordinate Lenders**

The Subordinate Lenders acknowledge that: (1) the Senior Creditors have made no representations or warranties with respect to the due execution, legality, validity, completeness or enforceability of any agreement or instrument relating to the Senior Credit Agreement, the Senior Security or the Senior Indebtedness or the collectability of the Senior Indebtedness; (2) each Senior Creditor is entitled to manage and supervise its loans and other financial accommodations to the Debtor in accordance with Applicable Law and its usual practices, modified from time to time as it deems appropriate under the circumstances, or otherwise, without regard to the existence of any rights that any Subordinate Lender may now or hereafter have in or to any of the assets of the Debtor; and (3) each Senior Creditor will have no liability to the Subordinate Lenders, in their capacity as creditors of the Debtor, for, and, to the extent permitted by Applicable Law, the Subordinate Lenders waive any claims which they may now or hereafter have against the Senior Creditors out of, any and all actions which the Senior Creditors take or omit to take (including, without limitation, actions with respect to the creation, perfection or continuation of liens or security interest in any assets at any time securing payment of the Senior Indebtedness, actions with respect to the occurrence of any default under any agreement or instrument relating to the Senior Indebtedness, actions with respect to the release or depreciation of, or failure to realize upon, any assets securing payment of the Senior Indebtedness and actions with respect to the collection of any claims or all or any part of the

Senior Indebtedness from any account debtor, guarantor or any other Person) with respect to the Senior Indebtedness and any agreement or instrument related thereto or with respect to the collection of the Senior Indebtedness or the valuation, use, protection or release of any assets securing payment of the Senior Indebtedness.

2.14 **No Release**

This Agreement will remain in full force and effect without regard to, and the obligations of the Subordinate Lenders hereunder will not be released or otherwise affected or impaired by:

(1) any exercise or non exercise by the Senior Creditors of any right, remedy, power or privilege in the Senior Credit Agreement, any of the Senior Indebtedness or the Senior Security;

(2) any waiver, consent, extension, indulgence or other action, inaction or omission by the Senior Creditors under or in respect of this Agreement, the Senior Credit Agreement, any of the Senior Indebtedness or the Senior Security;

(3) any default by the Debtor under, any limitation on the liability of the Debtor on the method or terms of payment under, or any irregularity or other defect in, the Senior Credit Agreement or the Senior Security;

(4) the lack of authority or revocation hereof by any other party;

(5) the failure of the Senior Creditors to file or enforce a claim of any kind;

(6) any merger, consolidation or amalgamation of any of the Subordinate Lenders or the Debtor into or with any other Person;

(7) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding up, dissolution or similar proceeding involving or affecting the Subordinate Lenders or the Debtor; or

(8) any other act or thing that under applicable law might otherwise have the effect, directly or indirectly, of releasing, discharging, limiting or otherwise affecting in whole or in part the Subordinate Lenders' obligations hereunder.

2.15 **No Rights to Debtor**

Nothing in this Agreement will create any rights in favour of, or obligations to, the Debtor and the covenants and agreements of the Senior Creditors and the Subordinate Lenders will not be enforceable by the Debtor. No consent of the Debtor will be necessary for any amendment to this Agreement by the Agent and the Subordinate Lenders. The Debtor acknowledges and agrees that it will act in accordance with the terms, provisions and intent of this Agreement and consents to the Agent on behalf of the Senior Creditors and the Subordinate Lenders entering into this Agreement and the exchange of and access to information as to the business, financial and other affairs of the Debtor between such parties.

ARTICLE 3 – GENERAL

3.01 Further Assurances

The Subordinate Lenders will promptly execute and deliver to the Senior Creditors upon request by the Agent all such other and further documents, agreements, opinions, certificates and instruments in compliance with, or for the accomplishment of the covenants and agreements of the Subordinate Lenders hereunder and do all acts and things as the Agent may reasonably require to give full effect to the postponement and subordination of the rights and remedies of the Subordinate Lenders in respect to the Subordinate Indebtedness to the rights and remedies of the Senior Creditors in respect to the Senior Indebtedness and the Senior Security, all in accordance with the intent of this Agreement.

3.02 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

3.03 Assignment

The rights of the Agent may be assigned by the Agent without the prior consent of the Subordinate Lenders to the extent the rights of Agent are also assigned pursuant to the terms of the Senior Indebtedness. No Subordinate Lender may assign all or any part of its respective rights and obligations under this Agreement. Each Subordinate Lender may assign all or any part of its respective rights and obligations in respect of the Subordinate Indebtedness upon prior written notice to the Agent.

3.04 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.

3.05 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

3.06 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

3.07 **Notices**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and may be given by personal delivery, by registered mail or by electronic means of communication, addressed to the recipient as follows:

(a) To the Debtor:

MASTERMIND LP
415 Milner Avenue
Toronto, ON M1B 2L1

Fax: (416) 321-8988
Attention: Chief Financial Officer

with a copy to:

BIRCH HILL EQUITY PARTNERS MANAGEMENT LTD.
100 Wellington Street West, Suite 2300
Toronto, ON M5K 1A1

Attention: General Counsel
Email: finance@birchhillequity.com

(b) To the Agent:

CANADIAN IMPERIAL BANK OF COMMERCE
199 Bay Street, 4th Floor
Commerce Court West
Toronto, ON M5L 1A2

Fax: (416) 861-9422
Attention: Senior Director, Portfolio Management

with a copy to:

CANADIAN IMPERIAL BANK OF COMMERCE
199 Bay Street, 11th Floor
Commerce Court West
Toronto, ON M5L 1A9

Fax: (416) 304-4573
Attention: Tim Meadowcroft, Associate General Counsel
Email: tim.meadowcroft@cibc.com

(c) To the Subordinate Lenders:

BIRCH HILL EQUITY PARTNERS MANAGEMENT LTD.
100 Wellington Street West, Suite 2300
Toronto, ON M5K 1A1

Attention: General Counsel
Email: finance@birchhillequity.com

or such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the second Business Day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery or by electronic communication.

3.08 **Termination**

This Agreement will terminate upon the earlier of:

- (1) the repayment or payment in full of the Senior Indebtedness and all commitments of the Senior Creditors having been terminated; or
- (2) the written agreement of the Agent and the Subordinate Lenders.

3.09 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

3.10 **Electronic Execution**

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be effective as delivery of a manually executed copy of the Agreement by such party.

3.11 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

3.12 **Executed Copy**

The Subordinate Lenders acknowledge receipt of a fully executed copy of this Agreement and accept and further agree with the Agent to give effect to all of the provisions of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent**

Per: 
Name: Steven Filippi
Title: Authorized Signatory

Per: 
Name: Brian Chisholm
Title: Authorized Signatory

**BIRCH HILL EQUITY PARTNERS (US) IV,
LP, by its general partner, BIRCH HILL
EQUITY PARTNERS MANAGEMENT INC.,
as a Subordinate Lender**

Per: _____
Name: Thecla E. Sweeney
Title: Senior Vice-President

**BIRCH HILL EQUITY PARTNERS IV, LP,
by its general partner, BIRCH HILL EQUITY
PARTNERS MANAGEMENT INC., as a
Subordinate Lender**

Per: _____
Name: Thecla E. Sweeney
Title: Senior Vice-President

**BIRCH HILL EQUITY PARTNERS
(ENTREPRENEURS) IV, LP, by its general
partner, BIRCH HILL EQUITY PARTNERS
MANAGEMENT INC., as a Subordinate
Lender**

Per: _____
Name: Thecla E. Sweeney
Title: Senior Vice-President

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

**BIRCH HILL EQUITY PARTNERS (US) IV,
LP, by its general partner, BIRCH HILL
EQUITY PARTNERS MANAGEMENT INC.,
as a Subordinate Lender**

Per: Thecla E. Sweeney
Name: Thecla E. Sweeney
Title: Senior Vice-President

**BIRCH HILL EQUITY PARTNERS IV, LP,
by its general partner, BIRCH HILL EQUITY
PARTNERS MANAGEMENT INC., as a
Subordinate Lender**

Per: Thecla E. Sweeney
Name: Thecla E. Sweeney
Title: Senior Vice-President

**BIRCH HILL EQUITY PARTNERS
(ENTREPRENEURS) IV, LP, by its general
partner, BIRCH HILL EQUITY PARTNERS
MANAGEMENT INC., as a Subordinate
Lender**

Per: Thecla E. Sweeney
Name: Thecla E. Sweeney
Title: Senior Vice-President

Thecla E. Sweeney

BHEP (US) MASTERMIND INC., as a
Subordinate Lender

Per: Thecla E. Sweeney
Name: Thecla E. Sweeney
Title: Secretary

MASTERMIND LP, by its general partner,
MASTERMIND GP INC., as Debtor

Per: Thecla E. Sweeney
Name: Thecla E. Sweeney
Title: Secretary

**SCHEDULE A
SUBORDINATE SECURITY**

Debtor

General Security Agreement
Assignment of Insurance

Debtor GP

General Security Agreement

TAB M

This is Exhibit "M" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE

**SPECIAL SECURITY IN RESPECT OF
SPECIFIED PROPERTY OR CLASSES OF PROPERTY
DESCRIBED IN SECTION 427 OF THE BANK ACT**

For good and valuable consideration, MASTERMIND LP (together with its successors, the "Borrower") hereby assigns to CANADIAN IMPERIAL BANK OF COMMERCE (together with its successors and assigns, the "Lender") as continuing security for the payment of all loans and advances that have been or may be made by the Lender to the Borrower or renewals of such loans and advances, or substitutions therefor, and interest on such loans and advances and on any such renewals and substitutions, all property and classes of property hereinafter described of which the Borrower is now or may hereafter become the owner, to wit,

All goods, wares and merchandise manufactured, produced or otherwise purchased, shipped or dealt with by the Borrower and all goods, wares and merchandise procured for such manufacture, production, shipping or dealing and all goods, wares and merchandise used in or procured for the packing of goods, wares and merchandise so manufactured, produced, shipped or dealt with including, without limitation, all inventory of the Borrower and all raw materials or work in progress and finished goods used or procured in such manufacturing, shipping, dealing or production,

and that is now or may hereafter be in the place or places hereinafter designated as set out in Schedule "A" attached hereto or in any other place such property may be.

This security is given under Section 427 of the *Bank Act* (Canada).

The property now owned by the Borrower and hereby assigned is free from any mortgage, lien or charge thereon except for Permitted Liens (as such term is defined in a credit agreement dated as of October 24, 2014 among Canadian Imperial Bank of Commerce, as agent and lender, the lenders party thereto from time to time (including the Lender) and the Borrower, as borrower, as such agreement may be amended, restated, revised or replaced from time to time) and the Borrower warrants that the property that may hereafter be acquired by the Borrower and is hereby assigned shall be free from any mortgage, lien or charge thereon except for Permitted Liens.

DATED at Toronto, Ontario the 24th day of October, 2014.

**MASTERMIND LP, by its general partner,
MASTERMIND GP INC.**

Per: _____

Name: PINDER BAST
Title: EVPCFO

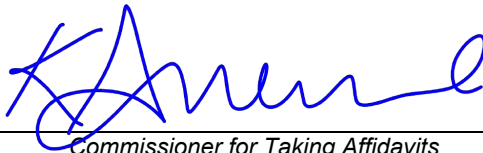
SCHEDULE "A"

Store #	Location	Address
	Head Office	415 Milner Avenue, Toronto
200	Yonge Street	3350 Yonge Street, Toronto
201	Pickering	Pickering Town Centre, Unit 124 and 123A
204	Markham	8555, 8557, and 8559 McCowan Road, Markham
207	Oakville	1011 Upper Middle Rd E, Oakville
208	Aurora	Aurora Gateway Centre
209	Mississauga	4099 Erin Mills Pkwy, Mississauga
210	Etobicoke	Kingsway Mills Shopping Centre, 4242 Dundas Street West, Etobicoke
211	Beaches	2134 Queen St. E, Toronto, ON
214	Richmond Hill	9350 Yonge Street, Hillcrest Mall, Richmond Hill
220	Mount Pleasant	637/639 Mount Pleasant Road, Toronto
250	London North	685 Fanshawe Park Road West, London
251	Burlington	1035 Brant Street
252	Vaughan	7621 Weston Rd., Vaughan
260	Newmarket	18267 Yonge St. East, Gwillimbury (Newmarket)
261	Hurontario	26 Eglinton Ave. W, Mississauga
262	Waterloo	405 King. St. N, Kitchener
263	Oshawa	991 Taunton Road E., Unit B2, Oshawa
265	Barrie	488 Bayfield St., Barrie
266	Bayview Village	Bayview Village Mall, 2901 Bayview Ave., Unit 150, North York
270	Milton	1079 Maple Avenue, Milton, Ontario L9T 0A5

271	St. Catherines	Unit MM, 210 Glendale Ave, Unit, St. Catherines
272	Kanata (Ottawa)	Kanata Ave and Earl Grey Drive, Ottawa - 145 Roland Michener Dr, Kanata
273	St. Laurent (Ottawa)	Unit #1A, RioCan St, St. Laurent, Ottawa - 1091 St. Laurent Blvd
274	Westhills, (Calgary)	Westhills Towne Center - 600 Stewart Green S.W. Calgary, Alberta
275	Windsor	3175 Howard Ave., Windsor, Ontario
276	London South	3120 Wonderland Road South, London
277	Kingston	2511 Princess Street, Kingston, Ontario
278	Langley	20085 Langley Bypass, Langley, BC
280	Shawnessy	16061 MacLeod Trail, SE Calgary, Alberta
281	Barrhaven	71 Marketplace Ave., Unit# L5, Nepean, Ontario K2J 5G3
282	Sherwood Park	Unit 140, Building-D, 222 Baseline Road, Sherwood Park, Alberta
283	Brampton	Trinity Common, Building H Unit 123 A, 160 Great Lakes Dr Brampton, Ont L6R 2K7
284	Country Hill (AB)	500 Country Hills Blvd. NE, Unit 140 TBC, Calgary, AB T3K 5K3
286	Coquitlam	3000 Lougheed Hwy, Coquitlam, BC V3B 1C5
287	Abbotsford	32470 South Fraser Way, Abbotsford, BC V2T 1X3
290	Windermere	6276 Currents Drive, Edmonton, Alberta T6W 0L8
301	Ontario Science Centre	Ontario Science Centre (Renewal of Contract for Retail Services)

TAB N

This is Exhibit "N" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.

A handwritten signature in blue ink, appearing to read 'Kristine Spence', is written over a horizontal line.

Commissioner for Taking Affidavits

KRISTINE SPENCE

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:23:50 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584912

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Ontario](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Ontario](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND LP](#)

Votre recherche pour la société

[MASTERMIND LP](#)

returns the following results:

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Expires	Number Numéro	Bank Banque
(2)	Mastermind LP	415 Milner Avenue Toronto ON M1B2L1	2017/10/20 09:08 AM PDT	2023/12/31	01314545	0010 CANADIAN IMPERIAL BANK OF COMMERCE 00002 - COMMERCE COURT-MAIN BANKING CENTRE 199 BAY ST CCW CONCOURSE LEVEL MAIN BRANCH - COMMERCE COURT TORONTO, ON M5L1G9



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.78	1	\$14.78	05584912 - R-R-SN-W

\$14.78

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:21:57 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584903

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [British Columbia](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Colombie-Britannique](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND LP](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND LP](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05584903 - R-R-SN-W
				\$14.30	

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:22:34 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584906

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Alberta](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Alberta](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND LP](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND LP](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05584906 - R-R-SN-W

\$14.30

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:23:14 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584909

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Saskatchewan](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Saskatchewan](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND LP](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND LP](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05584909 - R-R-SN-W

\$14.30

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:24:05 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584913

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Manitoba](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Manitoba](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND LP](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND LP](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05584913 - R-R-SN-W

\$14.30

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:24:36 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584916

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Nova Scotia](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Nouvelle-Écosse](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND LP](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND LP](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.90	1	\$14.90	05584916 - R-R-SN-W
				\$14.90	

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:24:55 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584918

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [New Brunswick](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Nouveau-Brunswick](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND LP](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND LP](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.90	1	\$14.90	05584918 - R-R-SN-W

\$14.90

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:25:31 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584920

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Newfoundland](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Terre-Neuve](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND LP](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND LP](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.90	1	\$14.90	05584920 - R-R-SN-W
				\$14.90	

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:21:42 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584902

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Ontario](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Ontario](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND GP INC.](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND GP INC.](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.78	1	\$14.78	05584902 - R-R-SN-W

\$14.78

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:22:11 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584905

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [British Columbia](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Colombie-Britannique](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND GP INC.](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND GP INC.](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05584905 - R-R-SN-W

\$14.30

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:22:55 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584908

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Alberta](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Alberta](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND GP INC.](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND GP INC.](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05584908 - R-R-SN-W

\$14.30

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:23:33 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584910

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Saskatchewan](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Saskatchewan](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND GP INC.](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND GP INC.](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05584910 - R-R-SN-W

\$14.30

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:24:23 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584915

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Manitoba](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Manitoba](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND GP INC.](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND GP INC.](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.30	1	\$14.30	05584915 - R-R-SN-W
				\$14.30	

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:26:00 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584922

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Nova Scotia](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Nouvelle-Écosse](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND GP INC.](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND GP INC.](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.90	1	\$14.90	05584922 - R-R-SN-W

\$14.90

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:25:14 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584919

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [New Brunswick](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Nouveau-Brunswick](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND GP INC.](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND GP INC.](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.90	1	\$14.90	05584919 - R-R-SN-W
				\$14.90	

GST-HST / TPS-TVH #: 713 901 494 RT0001

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2023/11/13 09:25:44 AM PST

Dye & Durham Corporation
1100-25 York Street
Toronto, Ontario
M5J 2V5

Ref / Objet: 05584921

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Monsieur / Madame

Re: **Bank Act Security - Section 427**

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) A search has been made of the [notices of intention to give security](#) under the Bank Act registered in the province of [Newfoundland](#). As at the date and time above, our records indicate the following.

REFERENCE

(2) Nous avons examiné [les préavis](#) qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: [Terre-Neuve](#). À la date et à l'heure indiquées ci-dessus.

Your search for the company

[MASTERMIND GP INC.](#)

returns the following results:

Votre recherche pour la société

[MASTERMIND GP INC.](#)

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

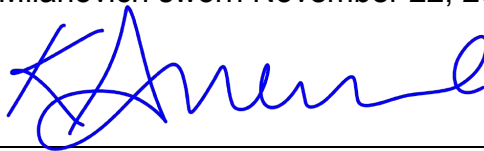
Type	Fee Tarif	GST/HST TPS/TVH	Qty Qté	TOTAL	Receipt No. Numéro du reçu
(2)	\$14.00	\$0.90	1	\$14.90	05584921 - R-R-SN-W

\$14.90

GST-HST / TPS-TVH #: **713 901 494 RT0001**

TAB O

This is Exhibit "O" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.



Commissioner for Taking Affidavits

KRISTINE SPENCE

November 13, 2023

BY FACSIMILE & EMAIL

Mastermind LP
415 Milner Avenue
Toronto, Ontario, M1B 2L1
Facsimile: 416.321.8988

Attention: Chief Financial Officer

Dear Sirs / Mesdames:

Re: Credit Agreement dated as of October 24, 2014 between Mastermind LP (the “Borrower”), Mastermind GP Inc. (the “Guarantor”), the lenders party thereto from time to time, and Canadian Imperial Bank of Commerce, as agent, (as amended from time to time, the “Credit Agreement”)

Reference is made to the Credit Agreement.

Capitalized terms used in this letter and not otherwise defined herein shall have the meaning specified in the Credit Agreement.

Please be advised that certain Defaults and Events of Default have occurred and continue to exist under the Credit Agreement, including:

1. Commencing in December 31, 2022, and in all months thereafter, the Borrower's Fixed Charge Coverage Ratio was less than 1.0:1.0 as at the last day of each month, in breach of section 5.14 (Fixed Charge Coverage Ratio) of the Credit Agreement, which breach continued for a period of more than 30 days after notice thereof, resulting in an Event of Default under section 7.1(e) of the Credit Agreement.
2. In addition, the Borrower has failed to maintain the minimum required year to date EBITDA from April 30, 2023 forward, which breach continued for a period of more than 30 days after notice thereof, resulting in an Event of Default under section 7.1(e) of the Credit Agreement.

(collectively, the “**Existing Defaults**”).

The Existing Defaults have continued for an extended period while the Agent worked cooperatively with the Borrower to seek to implement a number of value maximizing transaction options that have not been executed upon.

This letter shall serve to advise you that (i) the Lenders and the Agent have not waived, and are not in a position to waive, the Existing Defaults and any such waiver, if granted, shall be granted only by a written instrument executed and delivered in accordance with the Credit Agreement; (ii) as the conditions of Section 4.2 of the Credit Agreement with respect to Borrowings cannot be satisfied due to the Existing Defaults, the Lenders are not obligated to make any Loan or to permit the issuance of any Letter of Credit or to permit the Borrower to obtain any F/X Contract, and any decision by the Lenders or the Agent to provide, or continue to provide, a Borrowing to the Borrower is entirely at the discretion of the Lenders and the Agent which decision may be revoked at any time and nothing herein shall be construed to obligate the Lenders or the Agent to make any Borrowings available, and (iii) any provisions of Borrowing (if any) to the Borrower or any delay or any failure to exercise any rights, remedies, powers and privileges by the Lenders

or the Agent under the Credit Agreement or the other Loan Documents with respect to the Existing Defaults or any other Default or Event of Default (whether now existing or hereafter occurring) shall not be, and shall not be construed as, a waiver thereof. Further, all of the provisions of the Credit Agreement and the other Loan Documents remain in full force and effect.

The Lenders and the Agent continue to reserve the right to impose Availability Reserves as the Agent may at any time deem necessary.

This letter is written under reserve of, and without prejudice to, all of the rights, remedies and recourses of Lenders and the Agent under the Loan Documents and the Lenders and the Agent reserve their rights to fully invoke any and all of their rights, remedies, powers or privileges under the Credit Agreement and the Loan Documents or Applicable Law (including, without limitation the right to take such steps and do such things, at any time, as they may consider necessary to protect or preserve their positions, all without further notice to the Borrower or any other Credit Party or Person) in respect of the Existing Default or any other Default or Event of Default that may now or hereafter exist.

This letter may be executed in one or more counterparts, including by way of facsimile or other electronic means, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Yours very truly,

CANADIAN IMPERIAL BANK OF COMMERCE, as
agent, by its counsel Norton Rose Fulbright Canada
LLP

Per: *Evan Cobb*
Name: Evan Cobb
Title: Partner

Copy to:

**Birch Hill Equity Partners Management
Ltd.**

100 Wellington Street West

Suite 2300

Toronto, Ontario, M5K 1A1

Email: finance@birchhillequity.com

Attention: General Counsel

TAB P

This is Exhibit "P" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.

A handwritten signature in blue ink, appearing to read 'Kristine Spence', is written over a horizontal line.

Commissioner for Taking Affidavits

KRISTINE SPENCE

SUPPLEMENTARY INFORMATION REQUEST
Mastermind LP and Mastermind GP Inc.

A. INSTRUCTIONS

In order to facilitate the handling and orderly maintenance of Records, including data, provided in response to this Supplementary Information Request (“SIR”), the following procedures shall be observed:

1. *General*

- (a) Subject to subparagraphs 1(b) and 1(c), unless otherwise specified, this SIR requires the production of all responsive Records, including data, in the possession, custody, or control of the Company on the date that this SIR was issued.
- (b) Notwithstanding subparagraph 1(a) above, and subject to subparagraph 1(c) below, the Company may be required to produce information and Records in response to certain paragraphs or subparagraphs of this SIR up to thirty (30) calendar days prior to the date of the Company’s full compliance with this SIR, except responsive Records that must be translated into English or French, for which the date is forty-five (45) calendar days prior to the date of the Company’s full compliance with this SIR (“Continuing Production Requirement”).
- (c) Unless otherwise specified,
 - (i) if the Company’s full compliance with this SIR occurs within ninety (90) calendar days of the date of issuance of the SIR, then only paragraphs 2, 9, 10, 11, 12, 13, 14, and 15 of Part D of this SIR are subject to the Continuing Production Requirement; and
 - (ii) if the Company’s compliance with this SIR is completed more than ninety (90) calendar days after the date of the issuance of the SIR, then the entire SIR is subject to the Continuing Production Requirement.
- (d) Unless otherwise specified, each paragraph and subparagraph of Part D of this SIR that requests Records, other than data, requires the Company to submit all responsive Records that were created or received by the Company during the two (2) calendar years immediately preceding the year of issuance of this SIR. The Company shall also submit Records for the period from January 1 of the current year to the later of either: (i) the date of issuance of this SIR, or (ii) such time as specified by a Continuing Production Requirement.
- (e) Unless otherwise specified, each paragraph and subparagraph of Part D of this SIR that requests data requires the Company to submit such data for the period of three (3) calendar years immediately preceding the year of issuance of this SIR. The Company shall also submit data for the period from January 1 of the current year to the later of either: (i) the

date of issuance of this SIR, or (ii) such time as specified by a Continuing Production Requirement.

- (f) All responsive Records are to be produced in their entirety. If any portion of any Record is responsive to any paragraph or subparagraph of Part D of this SIR, then the entire responsive Record, as well as any other stapled or otherwise attached Records, shall be produced with privileged material redacted and recorded in a manner set forth in paragraphs 2(g) and 3(b) of Part A of this SIR.
- (g) The Company shall provide an index that shall include an entry for each paragraph and subparagraph of Part D of this SIR, and a corresponding reference to all Records that are responsive to such paragraph or subparagraph. Records that are responsive to a particular paragraph or subparagraph may be referenced as a group. For example, a statement that the Records in “Binder 1”, “Tab 1”, “Box 1”, or “CD 1” are responsive to paragraph 1 of Part D is acceptable. In the alternative, the Company shall provide a list of search terms used to identify potentially responsive documents and information or to eliminate potentially non-responsive documents and information provided in response to each paragraph and subparagraph of Part D of this SIR.
- (h) Where a Record is responsive to more than one paragraph or subparagraph of Part D of this SIR, the Company may produce it only once, but must indicate in the index required in subparagraph (g) all paragraphs or subparagraphs to which the Record is responsive.
- (i) The Records produced are to be either original Records or certified by affidavit of a duly authorized representative of the Company to be true copies.
- (j) Those Records written in a language other than English or French must be translated into either English or French. The foreign language document must be submitted with the English or French translation attached thereto.

2. *Electronic Records*

- (a) All electronically stored information (“ESI”) (i.e., information readable in a computer system) should be produced free of computer viruses or malware, be accessible, readable and printable, and be devoid of passwords or encryption.
- (b) All ESI should be produced in its original electronic format (i.e., native format) except where near-native format is required by subparagraph 2(c)(ii) and paragraph 2(f) of Part A of this SIR. Detailed instructions are set out in Schedule A of Part F for production using computer systems without application export capabilities and in Schedule B of Part F for production using litigation application exports. The Bureau’s preference is to receive ESI in accordance with Schedule B of Part F.
- (c) Where a Record being produced is part of a family, all parent and child Records should be produced and the parent/child relationship should be preserved. A family is a collection of

pages or files produced manually or by a software application, constituting a logical single communication of information, but consisting of more than one single stand-alone Record. Examples include:

- (i) a fax cover, the faxed letter, and an attachment to the letter, where the fax cover is the parent and the letter and attachment are each a child;
 - (ii) email repositories (e.g., Outlook .PST, Lotus .NSF) can contain a variety of Records, including messages, calendars, contacts, and tasks. For purposes of production, all parent Records, both native (e.g., documents, spreadsheets, presentations) and near-native (e.g., email, calendar, contacts, tasks, notes), and child Records (e.g., object linking and embedding items and attachments of files to emails or to other parent records) should be produced with the parent/child relationship preserved. Similar items found and collected outside an email repository (e.g., .MSG, .EML, .HTM, .MHT) should be produced in the same manner; and
 - (iii) archive file types (e.g., .zip, .rar) should be uncompressed for processing. Each file contained within an archive file should be produced as a child to the parent archive file. If the archive file is itself an attachment, that parent/child relationship should also be preserved.
- (d) Hard copy or paper Records produced as ESI should be produced as single page TIFF images with a resolution of 300 dpi (dots per inch) and OCR generated text. The Records should be produced as they are kept, reflecting attachment relationships between Records and information about the file folders within which the Record is found. Where colour is required to interpret the Record, such as hard copy photos, and certain charts, that image should be produced in colour. These colour images are to be produced as .jpg format. Hard copy photographs should be produced as colour .jpg, if originally in colour, or greyscale .tif files if originally in black and white.

The following bibliographic information, if it is available, should also be provided for each Record:

- (i) document ID
 - (ii) date
 - (iii) author / author organization
 - (iv) recipient / recipient organization
- (e) Each database Record submitted in response to a paragraph or subparagraph of Part D of the SIR:
- (i) should be produced whole, in a flat file, in a non-relational format and exported as a delimited text file where fields are separated by the pipe character (|) and a caret (^) is used as the text qualifier (e.g. ^Field1^| ^Field2^| ^Field3^ etc.); and

- (ii) should include a list of field names; a definition for each field as it is used by the Company, including the meanings of all codes that can appear as field values; the format, including variable type and length, of each field; and the primary key in a given table that defines a unique observation.
- (f) The Company may use de-duplication or email threading software if the Company provides the Bureau with a written description of the proposed process to be used, including what is considered a duplicate, and the Bureau confirms that the deployment of such processes permits the Company to comply fully with this SIR.
- (g) Documents requiring redaction pursuant to any claim of privilege should be produced as single-page TIFF or multi-page PDF images and designated “Redacted” in the field as described in Schedule B of Part F of this SIR. Appropriately redacted searchable text (OCR of the redacted images is acceptable), metadata, and bibliographic information must also be provided. All documents that are part of a document family that includes a document withheld pursuant to any claim of privilege will be designated “Family Member of Privileged Doc” in the field as described in Schedule B for all other documents in its family. Placeholder images with BEGDOC#, FILENAME, FILEPATH and reason withheld (e.g., “Privileged”) should be provided in place of the document images of the privileged document.
- (h) All ESI should be provided on portable storage media appropriate to the volume of data (e.g., USB/flash drive, CD, DVD, hard drive) and should be identified with a label setting out the matter name, the contents and the date of production. Each medium should contain no more than 250,000 files (e.g., native ESI or images or a combination of both).
- (i) In the event that ESI is delivered in a format that is not one of the formats set out in Schedule A or Schedule B of Part F of this SIR, the ESI should be provided along with all available instructions and other materials, including software, as necessary for the retrieval and use of the ESI (subject to any software licensing restrictions, which the Company and the Bureau should discuss in advance of production).

3. *Completeness*

- (a) In accordance with section 118 of the *Competition Act*, the information supplied to the Commissioner pursuant to this SIR shall be certified on oath or solemn affirmation by:
 - (i) an officer of the Company supplying the information or other person duly authorized by the board of directors or other governing body of the Company; or
 - (ii) in the case of any other person supplying the information, by that person;

as having been examined by that person and as being, to the best of his/her knowledge and belief, correct and complete in all material respects.

- (b) For each Record or portion thereof or any other information withheld under a claim pursuant to section 116 of the Competition Act, including:
 - (i) information that is not known or reasonably obtainable;
 - (ii) information that cannot be supplied because of the privilege that exists between lawyers and notaries and their clients, or information that cannot be supplied because of a confidentiality requirement established by law;
 - (iii) information that could not, on any reasonable basis, be considered to be relevant to an assessment by the Commissioner as to whether the Proposed Transaction would or would be likely to prevent or lessen competition substantially; or
 - (iv) information that has been previously supplied to the Commissioner;

the Company shall inform the Commissioner under oath or solemn affirmation of the reason why the information cannot or has not been supplied, as applicable, and where information has been previously supplied, the date such information was supplied.

B. QUESTIONS RELATING TO THIS SIR

Any questions you have relating to the scope or meaning of anything in this SIR should be directed to Eric Widdowson at 819-661-5649.

Please contact Ariane Jaros-Denis, Associate Deputy Commissioner, Mergers Directorate to discuss any objections regarding the scope of this SIR or compliance with this SIR. Where any objections remain unresolved following such discussions, the Company may submit a request to have such objections reviewed in accordance with the appeal procedures outlined in section 3.7 of the Bureau's *Merger Review Process Guidelines*.

C. DEFINITIONS

- 4. For the purposes of this SIR, the following definitions shall apply:
 - (a) "Act" means the *Competition Act*, R.S.C., 1985, c. C-34, as amended;
 - (b) "Affiliate" has the same meaning as in subsection 2(2) of the Act;
 - (c) "Bureau" means the Competition Bureau;
 - (d) "Commissioner" means the Commissioner of Competition;
 - (e) "Company" means Birch Hill Equity Partners Management Inc., BHEP (US) Mastermind Inc., Mastermind (Newco) Inc., Mastermind LP and Mastermind GP Inc., their domestic and foreign parents, predecessors, divisions, Affiliates, and all directors, officers and employees of the foregoing;

- (f) “Data Dictionary” means documentation of the organization and structure of data, including: a list of field names; a definition for each field as it is used by the Company, including the meanings of all codes that can appear as field values; the format, including variable type and length, of each field; and the primary key in a given table that defines a unique observation;
- (g) “Distributor” means a Person that acquires goods in bulk and engages in the distribution, resale, wholesale, or supply of goods to Retailers;
- (h) “dollar” means Canadian currency;
- (i) “Everest” means 1322297 Ontario Ltd., its domestic and foreign parents, predecessors, divisions, Affiliates, and all directors, officers and employees of the foregoing;
- (j) “Local Manager” means any local manager of a retail location operated by Mastermind or any individual who performs their functions;
- (k) “Mastermind” means Mastermind LP and Mastermind GP Inc., their domestic and foreign parents, predecessors, divisions, Affiliates, and all directors, officers and employees of the foregoing;
- (l) “Person” means any individual, partnership, limited partnership, firm, corporation, association, trust, unincorporated organization, or other entity;
- (m) “Proposed Transaction” means the proposed acquisition by 1000659568 Ontario Inc. of all the issued and outstanding shares of Mastermind GP Inc. and all of the issued and outstanding units in Mastermind LP from Birch Hill Equity Partners Management Inc., BHEP (US) Mastermind Inc. and Mastermind (Newco) Inc. pursuant to an Equity Purchase Agreement made as of September 22, 2023;
- (n) “Record” has the same meaning as in subsection 2(1) of the Act and, for greater certainty, includes any email or other correspondence, memorandum, pictorial or graphic work, spreadsheet or other machine readable record and any other documentary material, regardless of physical form or characteristics;
- (o) “Relevant Area” means Canada;
- (p) “Relevant Downstream Product” means, collectively and individually, the supply of toys, including, but not limited to:
 - (i) children’s books;
 - (ii) outdoor & sports toys;
 - (iii) infant/toddler/preschool toys;
 - (iv) games and puzzles;
 - (v) dolls;

- (vi) toy building sets;
- (vii) plush toys;
- (viii) action figures & action figure accessories;
- (ix) toy vehicles;
- (x) arts & crafts toys;
- (xi) youth electronics; and
- (xii) other toys;

by a Retailer to retail customers, either online or through brick-and-mortar stores. For greater clarity, Relevant Downstream Product also includes broader product categories that include any of the foregoing;

- (q) “Relevant Period” means (unless otherwise specified in a particular paragraph or subparagraph of this SIR): in respect of Records, January 1, 2021 to the date of issuance of this SIR, inclusive; and in respect of data, January 1, 2020 to the date of issuance of this SIR, inclusive;
- (r) “Relevant Product” means, collectively and individually, any of the following:
 - (i) Relevant Upstream Product; and
 - (ii) Relevant Downstream Product;
- (s) “Relevant Upstream Product” means, collectively and individually, the supply of toys, including, but not limited to:
 - (i) children’s books;
 - (ii) outdoor & sports toys;
 - (iii) infant/toddler/preschool toys;
 - (iv) games and puzzles;
 - (v) dolls;
 - (vi) toy building sets;
 - (vii) plush toys;
 - (viii) action figures & action figure accessories;
 - (ix) toy vehicles;
 - (x) arts & crafts toys;
 - (xi) youth electronics; and
 - (xii) other toys;

by a Distributor to a Retailer. For greater clarity, Relevant Upstream Product also includes broader product categories that include any of the foregoing;

- (t) “Retailer” means a Person that finds, buys and gathers products or services from multiple suppliers and sells them to consumers, online and/or through brick-and-mortar stores;
- (u) “Senior Officer” means the chairperson, president, chief executive officer, vice-president, secretary, treasurer, chief financial officer, chief operating officer, general manager, managing director, regional manager, Local Manager, or any individual who performs their functions or performed their functions;

- (v) “SIR” means this request for additional information made by the Commissioner pursuant to subsection 114(2) of the Act;
- (w) “SKU” means stock keeping unit; and
- (x) “Subsidiary” has the same meaning as in subsection 2(3) of the Act.

D. SPECIFICATIONS

D.1 General

1. Provide a current organizational chart and identify the individuals searched for the purpose of responding to this SIR, including their names, titles and a description of their roles and responsibilities.
2. Provide all Records prepared for the purpose of analyzing the Proposed Transaction with respect to market shares, competition, competitors, pricing strategies, markets, potential for sales growth or expansion in new products or geographic regions, potential for exit or reductions in sales of products or geographic regions, exclusivity relationships, availability of product, relationships with other Retailers, product rationalization, and considered alternatives to the Proposed Transaction.
3. Provide all Records prepared or received by a Senior Officer during the Relevant Period in respect of any Relevant Product in the Relevant Area relating to:
 - a. the market share or competitive position of Mastermind, or any of its potential or actual competitors;
 - b. the competitive strengths or weaknesses of any Person offering or potentially offering any Relevant Product (including Mastermind);
 - c. any entry, exit, expansion, potential entry, potential exit or potential expansion by any Person (including Mastermind);
 - d. Mastermind's considered or actual competitive responses to any Person;
 - e. pricing plans, pricing policies, pricing forecasts, pricing strategies, pricing analyses, price competition, price lists, price matching, discounts, rebates, price monitoring, local price differentiation, and price tactics;
 - f. potential or actual customer wins and losses, customer retention, customer responses to pricing changes or product introduction, or customer switching behavior between any Persons (including Mastermind);
 - g. promotional activity, selling tactics, customer solicitation, potential or actual customer wins and losses, and customer retention;
 - h. customer responses to price changes, product quality, service, innovation or market changes, and customer switching behavior between any products, services, or Persons;
or
 - i. inventory or supply management strategies, allocation of supply, and past supply disputes.

4. Provide all reports, studies, surveys, analyses, and strategic, business, and marketing plans prepared or received by a Senior Officer with respect to any Relevant Product in the Relevant Period relating to customer segments, customer profiles, and brand positioning, including but not limited to customer preferences such as distribution channels, services, products, bundling and customer characteristics such as demographics, product categorization, and geographic location.
5. Provide a copy of all contracts or agreements related to any Relevant Upstream Product, including any contracts or agreements between Mastermind and any manufacturer of toys, that was in force at any time during the Relevant Period.
6. Provide all Records relating to the acquisition of, or attempted acquisition of, exclusive rights to sell any Relevant Products in the Relevant Area at any time during the Relevant Period.
7. Provide all Records related to the supply of any Relevant Upstream Products from Everest to Mastermind during the time period of January 1, 2020 to the date of issuance of this SIR, inclusive.
8. Provide a detailed explanation as to why the supply relationship between Everest and Mastermind ended in 2021, including the events leading up to the date the relationship ended and any subsequent communications between the two parties.
9. Provide all Records prepared or received by a Senior Officer during the Relevant Period in respect of:
 - a. The Company's plans if the Proposed Transaction does not close;
 - b. Offers or inquiries for the purchase of Mastermind as a whole or in part;
 - c. Considered alternatives to the Proposed Transaction, including other possible share or asset transactions, new partnerships, or joint ventures; and
 - d. Attempts or considerations to a restructuring or retrenchment of Mastermind by narrowing the scope of its operations, employing cost-cutting measures, or searching for strategic partners.
10. Provide all Records prepared or received by a Senior Officer in respect of the Company during the Relevant Period relating to the Company's attempts to obtain or extend financing; terms of all debt or bank overdraft; and communications with creditors.
11. Provide all Records prepared or received by a Senior Officer during the Relevant Period in relation to the financial valuation of the Proposed Transaction.

12. Provide the following financial statements that record Mastermind's financial data in the most disaggregated form available at any time during the Relevant Period:
 - a. the most recent, audited, financial statements, including notes and qualifications in the auditor's report and management commentary;
 - b. the auditor's report;
 - c. all profit and loss statements;
 - d. all cash flow statements;
 - e. long and short term projected cash flows;
 - f. liquidity forecasts;
 - g. solvency forecasts;
 - h. all balance sheets; and
 - i. all working capital calculations.
13. Provide all reports, studies, surveys, analyses, strategic, marketing and business plans that were prepared or received by a Senior Officer during the Relevant Period relating to or to support:
 - a. whether any of Mastermind's loans have been called, or further loans/line of credit advances at viable rates have been denied and are unobtainable elsewhere;
 - b. whether there have been persistent operating losses or a serious decline in net worth or in Mastermind's assets;
 - c. whether operating losses have been accompanied by an erosion of Mastermind's relative position in the market;
 - d. the extent to which Mastermind engages in "off balance sheet" financing (such as leasing); or
 - e. whether Mastermind is unlikely to be able to successfully reorganize pursuant to Canadian or foreign bankruptcy legislation, the Companies' Creditors Arrangement Act, or through a voluntary arrangement with its creditors.
14. Provide all communications in relation to Mastermind prepared by financial advisors of the Company and received by a Senior Officer during the Relevant Period.

15. Provide a list of all potential bidders contacted or considered during the Relevant Period as part of a sale of Mastermind, in whole or in part, with updated contact information including contact name, phone number and email address, and their response or position regarding a potential transaction. Describe the basis or rationale for inclusion on such list of potential bidders. Specify which potential bidders signed non-disclosure agreements and which submitted bids or offers.

D.2 Data

16. Provide any financial statement (e.g. profit and loss, income statement) that records financial data on Company revenues, costs, margins, and profits for the lines of business that include the Relevant Products in the Relevant Area and during the Relevant Period in the most disaggregated form available (e.g. Relevant Product and Relevant Area level).
17. Provide any Company data, including all relevant Data Dictionaries, that record retail sales data related to the Relevant Downstream Products in the Relevant Area during the Relevant Period in the most disaggregated form available (e.g. transaction level, if available). The response should contain, but should not be limited to, the information found in Appendix A.
18. Provide any Company data, including all relevant Data Dictionaries, that record purchase or cost data associated with the Relevant Products during the Relevant Period in the most disaggregated form available (e.g., transaction level, if available). The response should contain, but should not be limited to, the information found in Appendix B.
19. Provide a list of all Company retail stores and wholesale locations that were in operation at any point during the Relevant Period in the Relevant Area and any site related to the Relevant Products in the Relevant Area that Mastermind plans to open in the future. The response should contain, but should not be limited to, the information found in Appendix C.
20. Provide any third party data available to the Company, including relevant Data Dictionaries, related to the supply of the Relevant Products in the Relevant Area during the Relevant Period in the most disaggregated form available. Such data should include, but should not be limited to, pricing, revenues, quantities, margins, market shares, costs, capacities, or location of producers.

E. FORM OF CERTIFICATE

CERTIFICATE

Pursuant to sections 116 and 118 of the Competition Act, R.S.C., 1985, c. C-34, as amended (the “Act”);

In the matter of the *[insert a description of the proposed transaction]* (the “Proposed Transaction”); and

In the matter of the request for additional information made by the Commissioner of Competition (the “Commissioner”) pursuant to subsection 114(2) of the Act on *[insert date]* in respect of the Proposed Transaction (the “Supplementary Information Request”);

I, *[name of person]*, of the City of *[name of city]*, in the Province of *[name of province]*, make oath and swear (or solemnly affirm and declare) as follows:

1. I am *[position title]* of *[name of Company]*. I have knowledge of the matters set out herein and am duly authorized to execute this Certificate.
2. I have reviewed the information, which is being supplied to the Commissioner in response to the Supplementary Information Request.

[Note: Where information required by subsection 114(2) is not being supplied on the basis of subsection 116(1), 116(2), or 116(2.1), including the following applicable paragraphs. Please refer to the appropriate section or subsection of the Supplementary Information Request when describing the information that has not been supplied.]

3. Pursuant to subsection 116(1) of the Act, the following information has not been supplied for the following reasons:
 - (a) With respect to section [] of the Supplementary Information Request, information relating to *[insert description of omitted information]* cannot be supplied because *[Indicate which circumstance applies and the reason why information has not been supplied. E.g. it is not known or reasonably obtainable; of the privilege that exists in respect of lawyers and notaries and their clients; or it cannot be obtained without breaching a confidentiality requirement established by law.]*
 - (b) With respect to section [] of the Supplementary Information Request, etc.
4. Pursuant to subsection 116(2) of the Act, the following information has not been supplied and could not be considered relevant for the following reasons:
5. Pursuant to subsection 116(2.1) of the Act, the following information has not been supplied at this time and was previously supplied at the following time(s):

- (a) With respect to section [] of the Supplementary Information Request, information relating to *[insert description of omitted information]* has not been supplied because it has previously been supplied *[insert details of when and the matters in respect of which the information was previously supplied]*;
- (b) With respect to section [] of the Supplementary Information Request, etc.
6. In accordance with section 118 of the Act, I have examined the information supplied to the Commissioner under subsection 114(2) of the Act and hereby certify that *[if information has not been supplied pursuant to section 116, then insert “, except as described above,”]* the information so supplied is, to the best of my knowledge and belief, correct and complete in all material respects and the records supplied are certified true copies of the original records.

SWORN BEFORE ME,)
[or SOLEMNLY AFFIRMED BEFORE ME],)
at the City of *[name of city]*,)
in the Province of *[name of province]*,)
this *[number]* day of *[month]*, *[year]*.)
)
)
)

A Commissioner, etc.

[NAME]

F. PRODUCTION OF ELECTRONIC RECORDS

SCHEDULE A
Computer Systems With No Application Export Capabilities

1. ESI generated by office productivity suite software should be produced in its native format.
2. Emails should be produced in their near-native format. Where an email has attachments, the attachments should be left embedded in the native file and not extracted separately.

SCHEDULE B

Litigation Application Exports

1. A load file (e.g., Opticon (OPT), IPRO (LFP), Summation (DII) or Ringtail (MDB)) and all related ESI should be produced in native format, except where near-native format is required by subparagraph 2(c)(ii) and paragraph 2(f) of Part A of this SIR.
2. Within the delimited metadata file where fields are separated by the pipe character (|) and a caret (^) is used as the text qualifier (e.g. ^Field1^|^Field2^|^Field3^ etc.), and depending on the nature of the ESI, the following fields should be provided:

DOCID
BEGDOC
ENDDOC
BEGATTACH
ENDATTACH
FILEPATH
PARENTBATES (bates number of parent record)
CHILDBATES (bates number(s) of any child records)
MD5HASH (MD5HASH of the native format ESI)
TEXTPATH (link to extracted text on the production media for tiffs only)
NATIVEPATH (link to any files produced in native format on the production media)
CUSTODIAN
ALLCUSTODIAN
TO
FROM
AUTHOR
CC
BCC
SUBJECT/TITLE
FILENAME
DOCDATE
DATESENT
TIMESENT
DATECREATED
TIMECREATED
DATELASTMOD
TIMELASTMOD
DATEACCESSED
TIMEACCESSED
SPECIFICATION
FILEEXTENSION
REDACTED
FAMILYMEMBERPRIVILEGEDDOC

The ESI produced should be indexed by using the 'SPECIFICATION' field as being responsive to the paragraphs or subparagraphs of Part D of this SIR. If multiple values exist for the specification, they should be separated by a semi-colon (e.g. 1a;1b;2a, etc.)

APPENDIX A

- 1) Transaction information
 - a) Transaction ID
 - b) Transaction date
 - c) Number of units
 - d) Unit of measure
 - e) Any discounts or rebates
 - f) Final price (excluding taxes)
 - g) Tax
 - h) Cost of goods sold
- 2) Product information
 - a) Product ID
 - b) Product description
 - c) Product category and characteristics
- 3) Customer information
 - a) Customer ID
 - b) Customer information
 - c) Customer category and characteristics
- 4) Store information
 - a) Store ID (or “Online” for online store transactions)
 - b) Store name and address (or “Online” for online store transactions)
 - c) Store characteristics (e.g., square feet, number of SKUs, capacity, capacity utilization)

APPENDIX B

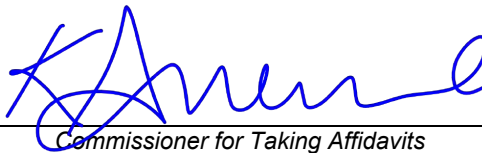
- 1) Transaction information
 - a) Transaction ID
 - b) Transaction date
 - c) Number of units
 - d) Unit of measure
 - e) Shipment cost to Company and charges to customer
 - f) Other charges to Company
 - g) Any discounts or rebates
 - h) Final price (excluding taxes)
 - i) Tax
- 2) Product information
 - a) Product ID
 - b) Product description
 - c) Product category and characteristics
- 3) Supplier information
 - a) Supplier ID
 - b) Supplier name and address
- 4) Contract information
 - a) Contract ID
 - b) Contract start date and term
 - c) Contract characteristics (e.g., MFNs, meet or release clauses, exclusivity clauses)
- 5) Shipment information
 - a) Shipment ID
 - b) Shipment date
 - c) Shipment method and characteristics
 - d) Ship-from site ID
 - e) Ship-from address (incl. postal code)
 - f) Ship-to site ID
 - g) Ship-to address (incl. postal code)

APPENDIX C

- 1) Site information
 - a) A unique identifier for the site;
 - b) Address;
 - c) Verified longitude and latitude;
 - d) Description of the service area of the site for the Relevant Products;
 - e) Owner of the site;
 - f) Operator of the site;
 - g) Description of the size or capacity of the site;
 - h) Whether the site opened or was acquired during the Relevant Data Period or has closed or has been divested, is slated for closure, divestiture, renovation, rebranding, or expansion, and the dates of any opening, closure, expected closure, renovation, rebranding, or expansion;
 - i) For the Relevant Period on an annual basis:
 - i) Quantities sold of the Relevant Products;
 - ii) Revenues earned from sales of the Relevant Products;
 - j) For each site that Mastermind plans to open in the future:
 - i) Expected date of opening;
 - ii) Expected annual quantities sold of the Relevant Products; and
 - iii) Expected annual revenues earned from sales of the Relevant Products.

TAB Q

This is Exhibit "Q" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.

A handwritten signature in blue ink, appearing to read 'Kristine Spence', is written over a horizontal line.

Commissioner for Taking Affidavits

KRISTINE SPENCE

Court File No. _____

**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**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
MASTERMIND GP INC.**

Applicant

CONSENT OF THE PROPOSED MONITOR

Alvarez & Marsal Canada Inc. hereby consents to act as the Court-appointed monitor in respect of Mastermind GP Inc. (the "**Applicant**") and Mastermind LP, pursuant to the terms of the initial order contained in the Applicant's Application Record and the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in respect of these proceedings.

Dated: November 22, 2023

ALVAREZ & MARSAL CANADA INC.

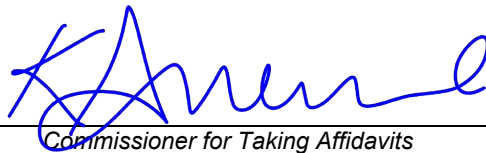
Per: _____

Name: Josh Nevsky

Title: Senior Vice-President

TAB R

This is Exhibit "R" referred to in the Affidavit
of Lucio Milanovich sworn November 22, 2023.

A handwritten signature in blue ink, appearing to read 'Kristine Spence', is written over a horizontal line.

Commissioner for Taking Affidavits

KRISTINE SPENCE



AIG Insurance Company of Canada
120 Bremner Boulevard
Suite 2200
Toronto, ON M5J 0A8
1-416-596-4142 Direct
olivia.chan@aig.com

CONDITIONAL BINDER OF INSURANCE CONFIRMATION LETTER

July 28, 2023

Jonathan Pereira
HUB INTERNATIONAL HKMB LIMITED
595 BAY ST STE 900
TORONTO, ON M5G 2E3

Insured: Mastermind LP
415 MILNER AVE SUITE 4
SCARBOROUGH, ON M1B 2L1

Insurance Carrier: AIG INSURANCE COMPANY OF CANADA
120 Bremner Boulevard Suite 2200, Toronto, ON, M5J 0A8

Policy: PRIVATEEDGE PLUS
SUBMISSION #: 61272379
POLICY #: 01-354-46-30
RENEWAL SUBMISSION: EXPIRING POLICY #: 01-880-89-27
POLICY PERIOD: FROM July 31, 2023 TO July 31, 2024

Dear Jonathan:

I am pleased to enclose the Conditional Binder of Insurance drafted in accordance with our agreement for the above captioned account. Please review said binder for accuracy and contact AIG Insurance Company of Canada (the "Insurer") prior to the effective date of policy coverage to advise of any inaccuracy(ies). If the Insurer does not hear from you prior to the effective date of policy coverage, it will be understood that the Conditional Binder of Insurance has been accepted as an accurate description of the agreed upon terms of coverage. Notwithstanding the foregoing or the payment of any premium or the issuance of any policy pursuant to this binder, this binder shall be considered to be a Conditional BINDER and, pursuant to the terms set forth in the Conditional BINDER OF INSURANCE, is conditioned upon the receipt, review and written underwriting approval of the additional information specified in the section of that binder entitled "Requirements Permitting for Voiding of Conditional Binder and Policy if Non-Compliance." Upon the receipt, review and written underwriting approval of such additional information, and satisfaction of the additional conditions precedent set forth in the Conditional BINDER OF INSURANCE, a final binder will be sent by the Insurer.

Regards,

A handwritten signature in black ink, appearing to read "Olivia Chan", with a stylized flourish at the end.

Olivia Chan
Underwriter
1-416-596-4142

CONDITIONAL BINDER OF INSURANCE

July 28, 2023
Jonathan Pereira
HUB INTERNATIONAL HKMB LIMITED
595 BAY ST STE 900
TORONTO, ON M5G 2E3

**RE: Mastermind LP
PRIVATEEDGE PLUS
RENEWAL SUBMISSION: EXPIRING POLICY #: 01-880-89-27
SUBMISSION #: 61272379
POLICY PERIOD: FROM July 31, 2023 TO July 31, 2024**

Dear Jonathan:

We are pleased to confirm the Conditional issuance of coverage in accordance with our agreement as set forth below. Please note that such coverage is subject to the terms, conditions, limitations and other provisions contained in this Conditional Binder of Insurance ("Conditional Binder") and the proposed base policy form:

POLICY INFORMATION	
INSURED:	Mastermind LP
INSURED ADDRESS:	415 MILNER AVE SUITE 4 SCARBOROUGH, ON M1B 2L1
JURISDICTION:	Ontario
TYPE OF POLICY:	PRIVATEEDGE PLUS
BASE FORM:	95726 CAN(09/07)
INSURANCE COMPANY:	AIG INSURANCE COMPANY OF CANADA.
POLICY NUMBER :	01-354-46-30
EFFECTIVE DATE :	July 31, 2023
EXPIRATION DATE :	July 31, 2024

Policy Aggregate Limit of Liability (For all coverages, combined other than the Crime and the KRE Coverage Sections)	\$5,000,000
Total Premium	\$13,550
Commission	20.00%

D&O Liability	
LIMIT OF LIABILITY	
Shared Limit of Liability	\$5,000,000

Shared Limit of Liability with EPLI	
Crisis Management Fund for D&O	\$25,000
Costs of Investigation Sublimit of Liability	\$250,000
RETENTION / DEDUCTIBLE *	
Retention/Deductible	\$25,000
CONTINUITY DATE	
Continuity Date	November 09, 2010

Employment Practices Liability	
LIMIT OF LIABILITY	
Shared Limit of Liability	\$5,000,000
Shared Limit of Liability with DO	
RETENTION / DEDUCTIBLE *	
All other Loss to which a Retention applies	\$25,000
CONTINUITY DATE	
Continuity Date	November 09, 2010

Discovery Provisions (Inapplicable to Crime and KRE Coverage Sections)	
(a) Percentage of Full Annual Premium for; 1 YEAR:	TBD
(b) 2 YEARS:	TBD
(c) 3 YEARS:	TBD
(d) 4 YEARS:	TBD
(e) 5 YEARS:	TBD
(f) 6 YEARS:	TBD
(g) Percentage of Full Annual Premium for unlimited duration:	TBD

Punitive Damages Sublimit for D&O and/or EPL Coverage Sections:	
<input type="checkbox"/> D&O Punitive Damages Sublimit of Liability	
<input type="checkbox"/> EPL Punitive Damages Sublimit of Liability	
<input type="checkbox"/> Shared Punitive Damages Sublimit of Liability(D&O and EPL)	
<input checked="" type="checkbox"/> No Punitive Damages Sublimit of Liability for D&O or EPL	FULL LIMIT

*With respect to the D&O, EPL, FLI and CCP Coverage Sections only, no Retention amount is applicable to Non-Indemnifiable Loss

*With respect to the D&O Coverage Section no Retention is applicable to Costs of Investigation.

*With respect to the FLI Coverage Section no Retention is applicable to Voluntary Compliance Loss

and HIPAA Penalties.

PREMIUM:	\$13,550
IMPORTANT CONDITIONS OF BINDER	See below.

The following will also be attached to the policy:

#	Form #	Ed Dt	Title
1	95726 CAN	09/07	PRIVATEEDGE PLUS - GENERAL TERMS & CONDITION
2	95727 CAN	09/07	D&O PrivateEdge Plus Coverage Section
3	95728 CAN	09/07	EPL PrivateEdge Plus Coverage Section
4		06/08	EMPLOYMENT PRACTICES CLAIM PANEL COUNSEL
5		06/08	SECURITIES CLAIM PANEL COUNSEL LIST
6	96311	02/08	APPENDIX D - CRISIS MANAGEMENT COVERAGE FOR D&O COVERAGE SECTION

ENDORSEMENTS

The following endorsements will be added to the basic policy:

#	Form #	Ed Dt	Title
1	143179 CAN	03/22	AMENDED HUB PORTFOLIO COMPANY AMENDATORY *Updated - Private Equity Sponsor and Co-Defendant: Birch Hill Equity Partners Management Inc. and Birch Equity Partners Inc.
2	138885 CAN	09/20	PREDETERMINED ALLOCATION FOR DEFENCE COSTS WITH EXCEPTIONS FOR SPECIFIED EXCLUSIONS - 100%, 0% - D&O Section: Contract Exclusion, Antitrust Exclusion, Cyber Exclusion - EPL Section: Confidential Information Exclusion, Wage and Hour Exclusion, Contract Exclusion
3	136237 CAN	04/20	SEPARATE RETENTION FOR CLAIMS BY HIGHLY COMPENSATED EMPLOYEES EPL COVERAGE SECTION *Updated - \$150k retention for compensation > \$150k
4	110080 CAN	10/11	RELIANCE UPON ANOTHER CARRIER'S APPLICATION/WARRANTY
5	133062 CAN	06/19	CYBER EXCLUSION SECURITIES CLAIM AND HIPAA PENALTIES CARVEBACKSDO COVERAGE SECTION
6	136864 CAN	06/20	CONFIDENTIAL INFORMATION EXCLUSION
7	C0025 CAN	01/08	ADDITIONAL INSURED (GENERAL TERMS AND CONDITIONS) *New - Mastermind (newco) Inc., continuity date: April 1, 2020 - BHEP (US) Mastermind Inc., continuity date: October 26, 2020
8	139855 CAN	12/20	STATUTORY CONDITIONS AMENDATORY
9	78859	10/01	FORMS INDEX ENDORSEMENT

The Insurer reserves, in its sole and absolute discretion, the right to require other endorsements in the event we do not receive, review and approve the Subject-To Information under the terms and conditions as described below

Requirements Permitting for Voiding of Conditional Binder and Policy if Non-Compliance:

When signed by the Insurer, as denoted below, the coverage described above takes effect from 12:01 a.m. on the Effective Date listed above (hereinafter "Effective Date") to 12:01 a.m. on the Expiration Date listed above pursuant to the terms, conditions and exclusions of the policy form, any policy endorsements enumerated in this Conditional Binder.

Subjectivities And Other Conditions Precedent To Coverage:

The following requirements are conditions precedent to the coverage afforded by this Conditional Binder and any policy issued pursuant to this Conditional Binder:

- (a) That the following be provided to the Insurer ("Subject-To Information"):
 - 1. Confirmation of VP and CEO releases signed to revert back to original variables for HCE
- (b) no material change in the risk occurs between the date of this Conditional Binder and the Effective Date; and
- (c) the Insured does not submit notice of a "Claim" as that term is defined in the policy form, or facts or circumstances that could give rise to a "Claim," between the date of this Conditional Binder and the Effective Date.

In the event:

- 1. the "Subject-To" Information has not been received, reviewed and approved, in writing, by the Insurer; or
- 2. a material change in the risk occurs between the date of this Conditional Binder and the Effective Date; or
- 3. the Insured submits notice of a "Claim" as that term is defined in the policy form, or facts or circumstances that could give rise to a "Claim" between the date of this Conditional Binder and the Effective Date;

then this Conditional Binder and any policy issued pursuant to this Conditional Binder will be automatically null and void *ab initio* ("from the beginning") and will have no effect regardless of the gravity of the failing, or degree of non-compliance, and, with respect to the required approval of the Subject-To Information, whether or not such non-compliance arises before or after the Effective Date, unless the Insurer communicates, expressly and in writing, that it has waived the above conditions precedent. In the case of subparagraph 1 above, the Insurer will, no sooner than thirty (30) days after the date that this Conditional Binder is executed by the Insurer, notify the Insured in writing of its intent to deem this Conditional Binder and any policy issued thereto null and void *ab initio*. Upon receipt of such notice, the insured will have fifteen (15) days to notify the Insurer of any dispute that it may have with the Insurer's position. It shall be within the Insurer's sole and absolute discretion to waive any one or all of these conditions precedent at any time, and the Insurer's silence shall not, under any circumstances, be deemed to effect such a waiver, except that with respect to the Subject-To Information, such waiver may also be communicated through issuance of a final binder letter that does not request the Subject-To Information.

Please note this Conditional Binder of Insurance contains only a general description of coverages provided. For a detailed description of the terms of a policy you must refer to the policy itself and the endorsements bound herein.

Cancellation of Conditional Binder By Insured

Unless otherwise indicated, this Conditional Binder may be cancelled by the Insured, or by the Broker on the behalf of the Insured, by written notice to the Insurer or by the surrender of this Conditional Binder stating when thereafter such cancellation shall be effective. If cancellation of this Conditional Binder by or on the behalf of the Insured is effective after the Effective Date, then the Insurer shall be entitled to the earned premium, on a pro-rata basis, for the covered period. Should the Insured cancel this Conditional Binder pursuant to the terms of this paragraph, such cancellation shall have no effect on the enforceability of the above provisions regarding voiding of this Conditional Binder and any policy issued pursuant to this Conditional Binder.

Premium Payment:

Our accounting procedures require that payment of the premium be remitted within 60 days of the Effective Date of coverage or 30 days from the billing date, whichever is later. We appreciate your compliance with this procedure.

We appreciate your business and we hope that we can be of further service to you in the near future.

Bound by:



Olivia Chan

Date: July 28, 2023
AIG INSURANCE COMPANY OF CANADA



**CUSTOMER ADVISORY
REGARDING THE ENFORCEMENT OF
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

This Trade Sanction Advisory is part of **AIG Insurance Company of Canada** comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

POTENTIAL ACTIONS BY US

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

This page is intentionally left blank

LA COMPAGNIE D'ASSURANCE AIG DU CANADA

PRINCIPES DE PROTECTION DES RENSEIGNEMENTS PERSONNELS

AIG et la protection des renseignements personnels

Nous, chez La Compagnie d'assurance AIG du Canada (désignée sous le nom d'« AIG », « nous », « notre » ou « nos »), nous conformons aux présents *Principes de protection des renseignements personnels* et nous voulons que nos proposants, nos titulaires de polices, nos assurés, nos demandeurs et toute autre personne nous ayant fourni des renseignements personnels (désignés sous le nom de « Clients » ou « vous »), soient au courant non seulement de la façon dont nous traitons les renseignements personnels, mais aussi des raisons pour lesquelles nous recueillons lesdits renseignements. Nous consacrons beaucoup d'efforts au respect et au maintien de la confidentialité de vos renseignements personnels. Cependant, en raison de la nature même de notre entreprise, le processus de cueillette, d'utilisation et de divulgation de renseignements personnels est fondamental aux produits et services que nous fournissons.

Nous sommes un chef de file mondial dans la fourniture de produits d'assurance et autres services et, à ce titre, les compagnies membres de l'American International Group, Inc. (les « sociétés AIG ») offrent de nombreux produits et services à plusieurs types de consommateurs et clients dans différents pays partout dans le monde. En conséquence, les différentes sociétés AIG peuvent adopter différentes pratiques en matière de protection des renseignements personnels pour s'adapter à leur propre juridiction et aux exigences de leurs entreprises. Les *Principes de protection des renseignements personnels* des sociétés AIG, disponibles sur notre site, www.aig.com, peuvent également s'appliquer à nos Clients dans l'exercice de nos activités d'entreprise.

Pour les fins des présents *Principes de protection des renseignements personnels*, l'expression « renseignements personnels » signifie des renseignements concernant une personne identifiée ou identifiable. Par exemple, le nom d'un particulier, sa date de naissance, son adresse, son âge, son état de santé et ses renseignements financiers constituent des renseignements personnels qu'AIG peut recueillir, utiliser et dans certaines circonstances, si nécessaire, divulguer, dans le cadre de la fourniture de services d'assurance et dans le cours normal de ses affaires.

1. Consentement et renseignements personnels

AIG obtient le consentement pour la cueillette, l'utilisation et la divulgation de renseignements personnels, sauf dans les cas où le consentement n'est pas requis par la loi. Par exemple, AIG n'obtient pas votre consentement pour la cueillette, l'utilisation et la divulgation de vos coordonnées d'affaires. En présentant une proposition ou en faisant l'acquisition de produits et services d'AIG, vous nous donnez votre consentement à la cueillette, à l'utilisation et à la divulgation de vos renseignements personnels, tel que décrit aux présents *Principes de protection des renseignements personnels*. AIG se fie à l'avis du courtier lorsque le courtier d'assurance indique à AIG que le Client nous a donné son consentement pour la cueillette des renseignements.

Le consentement peut être obtenu par AIG et par ses sociétés affiliées directement ou par

l'entremise du courtier ou mandataire, d'un expert en sinistres, d'un rédacteur sinistre, d'un enquêteur ou d'un avocat, lorsque les renseignements personnels sont recueillis aux fins d'une réclamation.

Un particulier peut refuser de consentir à la cueillette et à l'utilisation de renseignements personnels à des fins d'assurance ou retirer son consentement, mais dans de tels cas, les produits d'assurance et les services connexes, ainsi que l'étude des propositions, des réclamations ou des plaintes peuvent être limités ou terminés.

2. La cueillette des renseignements personnels

Nous pourrions recueillir les renseignements directement du particulier concerné, sur les propositions d'assurance et par l'entremise d'interactions directes avec nous, y compris par l'entremise de sites Web d'AIG, d'applications logicielles que nous mettons à votre disposition à des fins d'utilisation sur des ordinateurs et des appareils mobiles (les « applications »), de nos pages de médias sociaux dont les liens figurent dans le pied de page du site AIG.com et par l'entremise de tout autre moyen (comme par exemple, dans le cadre de votre proposition d'assurance ou de vos formulaires de demande d'indemnisation, de vos appels téléphoniques, de vos courriels et autres communications avec nous, ainsi que par l'entremise des enquêteurs, des professionnels de la santé, des témoins ou d'autres tiers avec qui nous transigeons pour faire affaires avec vous). Nous recueillons également des renseignements de diverses autres sources, tels les courtiers d'assurance, les experts en sinistres ou autres intermédiaires, les tiers administrateurs, le gouvernement, les associations de l'industrie et autres entités qui détiennent des renseignements à propos de vous. Par exemple, lorsque cela est permis par la loi et afin de nous aider dans la souscription de votre proposition d'assurance, nous pouvons obtenir votre dossier de conduite, l'historique de vos réclamations et vos antécédents en matière de crédit. Nous, et nos fournisseurs de services pouvons compléter les renseignements personnels que nous recueillons avec des renseignements provenant d'autres sources, tels que les renseignements accessibles au public des services de médias sociaux, des sources commerciales disponibles et des renseignements provenant de nos filiales ou partenaires commerciaux. Lesdits renseignements provenant de tierces parties sont assujettis aux politiques de protection de la vie privée en vertu desquelles les renseignements ont été recueillis.

3. L'utilisation des renseignements personnels

En règle générale, nous recueillons et utilisons les renseignements personnels à des fins d'assurance, telles que : l'évaluation des risques, le traitement des propositions d'assurance, la tarification, l'administration des produits d'assurance, l'élaboration et l'amélioration des produits et services d'assurance et autres services, y compris les outils actuariels et de fixation des prix et les programmes d'ingénierie des risques, de gestion des risques et de prévention des sinistres pour nos clients, l'évaluation, le traitement et le règlement des réclamations, et, le cas échéant, la gestion des litiges liés aux réclamations. AIG utilise également les renseignements personnels afin de détecter et de prévenir la fraude, pour détecter, prévenir et répondre aux événements réels ou soupçonnés en matière de sécurité des informations, de compiler des statistiques, de vérifier et de fournir des renseignements aux associations de l'industrie de l'assurance, de faire rapport aux entités de réglementation ou aux entités de l'industrie conformément aux lois et aux pratiques de prudence de l'industrie de l'assurance, et pour effectuer des études de

marché. Cela peut également inclure la cueillette et la divulgation de renseignements personnels à propos de tierces parties relativement à des réclamations présentées contre des Clients d'AIG. Il se peut que AIG recueille et utilise des renseignements personnels à d'autres fins, auquel cas nous vous informerons de ces autres fins avant la cueillette et l'utilisation des renseignements personnels.

4. L'utilisation des renseignements personnels à des fins de commercialisation

AIG peut recueillir et utiliser des renseignements personnels à des fins de commercialisation, telles que l'identification des particuliers qui sont les plus susceptibles de porter un intérêt aux produits et services d'AIG et la communication avec ces derniers. AIG peut aussi divulguer des renseignements personnels à ses filiales qui les utiliseront à des fins de commercialisation, pour vous offrir certains de leurs produits et services qui pourraient vous intéresser. Vous pouvez choisir de ne pas nous permettre ou, dans l'alternative, de ne pas permettre à nos filiales de recueillir, d'utiliser ou de divulguer des renseignements personnels à des fins de commercialisation, et dans ce cas, nous, ainsi que nos filiales n'utiliserons ni ne divulguons les renseignements personnels à des fins de commercialisation. Ni nous, ni nos filiales, ne vous enverrons d'offres de garanties améliorées ou complémentaires, d'offres spéciales ou d'offres promotionnelles par publipostage, ni d'offres de produits et services supplémentaires de nos filiales. En tant que Client d'AIG, si vous n'avez pas choisi de recevoir des communications commerciales, vous pourriez recevoir des courriels promotionnels concernant des produits et des services offerts par AIG. Vous trouverez une option de désabonnement au bas de chacun de nos courriels, laquelle vous permet de révoquer votre consentement en tout temps.

5. Exactitude de vos renseignements personnels

AIG maintient des politiques et procédures afin de s'assurer que les renseignements que nous recueillons et utilisons soient exacts, à jour, et aussi complets que possible. Cependant, nous nous fions aux particuliers pour qu'ils nous dévoilent tous les renseignements significatifs et nous informent de toute modification nécessaire. Une demande d'accès à, ou de correction de vos renseignements personnels en notre possession peut être présentée en communiquant avec le Responsable de la protection des renseignements personnels à l'adresse indiquée ci-après à la rubrique « *Communiquer avec le Responsable de la protection des renseignements personnels* » et en nous fournissant une preuve valable de votre identité.

6. La protection de vos renseignements personnels

Nous appliquons les dispositifs de sécurité appropriés à nos réseaux informatiques et à nos dossiers physiques et nous limitons l'accès aux renseignements personnels aux employés d'AIG, et aux employés sous contrat avec AIG, à des prestataires de services tiers indépendants ou à des fournisseurs de services technologiques (« administrateur(s) autorisé(s) »), aux réassureurs, aux conseillers ou aux conseillers d'assurance qui ont besoin desdits renseignements pour leur permettre de souscrire ou d'administrer des produits et des services d'assurance ou de statuer sur une réclamation.

7. Divulgence de renseignements personnels

Les renseignements personnels sont divulgués, tant avec les compagnies d'assurance affiliées qu'indépendantes, qu'avec les réassureurs, les courtiers en assurance et en réassurance et autres intermédiaires et mandataires, les distributeurs et représentants

nommés, les institutions financières et les organisations de l'industrie de l'assurance au moment d'évaluer une proposition d'assurance et tout renouvellement, toute prolongation, toute modification ou toute résiliation d'un contrat déjà établi, ainsi que dans l'éventualité d'une réclamation, dans la mesure nécessaire aux fins des statistiques ou de l'évaluation et de la tarification d'un risque particulier, de la détermination du statut de l'assurance, et de l'étude, de l'administration et de la fourniture de mises à jour concernant les réclamations. Nous divulguons également des renseignements afin d'enquêter en cas d'allégation de fraude ou de lutter contre la fraude, pour détecter, prévenir et répondre aux événements réels ou soupçonnés en matière de sécurité des informations, là où la loi l'autorise ou l'exige ou encore, à la demande d'institutions gouvernementales conformément à la loi applicable.

Il arrive parfois qu'AIG retienne les services d'une compagnie affiliée, d'un réassureur ou d'un administrateur autorisé pour accomplir certaines fonctions en notre nom à l'appui des produits et services que nous offrons. Ces fonctions pourraient inclure la souscription, l'offre ou l'administration des produits et services d'assurance d'AIG ou de toute réclamation connexe. En conséquence, dans certains cas, ces compagnies affiliées ou tiers demandent vos renseignements personnels dans la mesure nécessaire pour la prestation de ces services spécifiques de réassurance, de souscription, de commercialisation, de consultation, d'administration, d'analyse, de réadaptation, de réclamations, d'investigation, de rapport ou de tout autre service connexe. AIG oblige ces compagnies affiliées et ces tiers à utiliser et à prendre des mesures afin de protéger les renseignements personnels conformément aux exigences des présents *Principes de protection des renseignements personnels*.

Certaines compagnies affiliées de même que certains administrateurs autorisés peuvent se trouver hors du Canada, aux États-Unis d'Amérique ou dans un autre pays étranger à l'extérieur du Canada. Dans ce cas, la cueillette, l'utilisation et la divulgation de renseignements personnels seront assujetties aux lois de la juridiction en question. En nous communiquant des renseignements personnels, en présentant une proposition ou en souscrivant des produits et des services d'AIG, vous consentez par les présentes à ce que les compagnies affiliées d'AIG ou les administrateurs autorisés se trouvant à l'extérieur du Canada accèdent à vos renseignements personnels, les traitent ou les conservent (selon le cas) et les divulguent tel que requis par les lois applicables à leur juridiction. Si vous souhaitez obtenir de plus amples renseignements sur notre utilisation des administrateurs autorisés ou de tout autre fournisseur de services situé à l'extérieur du Canada, veuillez communiquer avec l'agent de la protection des renseignements personnels à l'adresse ci-dessous, dans la section intitulée « *Communiquer avec l'agent de protection de la vie privée* ».

AIG pourrait transférer vos renseignements personnels en tant qu'actif dans le cadre de toute vente, de toute fusion ou de toute autre disposition, envisagée ou en cours, de la totalité ou d'une partie de notre clientèle ou de nos biens, ou encore dans le cadre d'une réorganisation de l'entreprise ou de tout autre changement associé au contrôle de l'entreprise, dans le but de déterminer si l'on doit conclure ladite transaction avec les parties en question ou donner suite à toute exigence de leur part en matière de dossiers ou d'autres déclarations. En pareil cas, nous veillerons à ce que le transfert de renseignements personnels soit conforme aux lois en vigueur et nous adopterons des protocoles appropriés de protection et de sécurité des données.

8. Conservation et accès à vos renseignements personnels

Nous conservons vos renseignements personnels aux fins décrites aux présents *Principes de protection des renseignements personnels*, mais seulement pour la période de temps nécessaire pour atteindre le ou les objectifs pour lesquels les renseignements personnels ont été recueillis conformément à la loi applicable. Les renseignements personnels sont stockés à l'un de nos bureaux au Canada ou à l'emplacement de l'une de nos sociétés affiliées ou administrateurs autorisés aux États-Unis ou dans un autre pays, tel que défini aux termes de la rubrique « *Divulgarion de renseignements personnels* » précédente. L'accès à vos renseignements personnels est limité à nos employés, employés sous contrat, mandataires, intermédiaires d'assurance, réassureurs, administrateurs autorisés qui ont besoin d'y accéder afin de faire leur travail ou de nous fournir des services.

Une demande d'accès aux renseignements en notre possession peut être présentée en communiquant avec le Responsable de la protection des renseignements personnels à l'adresse indiquée ci-après à la rubrique « *Communiquer avec le Responsable de la protection des renseignements personnels* ». Le droit d'accès aux renseignements n'est pas absolu. Par conséquent, AIG peut refuser une demande d'accès si les renseignements personnels à votre sujet qui sont sous notre contrôle font l'objet de restrictions juridiques. De telles situations de refus peuvent inclure mais ne sont pas limitées à :

- des renseignements qui sont assujettis à un privilège avocat/client;
- des renseignements qui révéleraient des renseignements personnels au sujet d'une tierce partie;
- des renseignements qui pourraient compromettre l'étude d'une réclamation; ou
- des renseignements confidentiels de nature commerciale.

Nous pouvons vous facturer à l'avance des frais raisonnables pour copier et transmettre les renseignements que vous avez demandés et auxquels vous avez un droit d'accès.

Vous pouvez également nous demander de corriger des renseignements personnels inexacts vous concernant en contactant le responsable de la protection des renseignements personnels à l'adresse indiquée ci-dessous dans la section intitulée « *Communiquer avec le Responsable de la protection des renseignements personnels* ». Le droit d'accès aux informations n'est pas absolu. Par conséquent, AIG peut refuser de modifier les renseignements personnels que nous détenons à votre sujet sous notre contrôle dans certaines circonstances, sous réserve de toute restriction légale (par exemple, si nous avons des preuves pour étayer le fait que les informations personnelles sont exactes).

9. Communiquer avec le Responsable de la protection des renseignements personnels

Les demandes de renseignements supplémentaires, les demandes d'accès aux renseignements personnels ou les questions portant sur nos politiques et procédures et la façon dont nous traitons vos renseignements chez AIG devraient être adressées à notre Responsable de la protection des renseignements personnels comme suit :

Responsable de la protection des renseignements personnels
Poste : La Compagnie d'assurance AIG du Canada

120 Bremner Blvd.

Bureau 2200

Toronto, Ontario

Canada M5J 0A8

Courriel : AIGCanadaOmbudsman@aig.com

Sans frais : 1-800-387-4481.

10. Principes de protection des renseignements personnels liés à l'Internet

Nous pourrions recueillir des renseignements personnels à votre sujet par l'entremise de sites Web ou d'applications pour appareils mobiles d'AIG. Tous les renseignements personnels recueillis par l'entremise de nos sites Web et de nos applications pour appareils mobiles sont assujettis aux présents *Principes de protection des renseignements personnels*.

Nous pourrions recueillir d'autres renseignements personnels (« **autres renseignements** ») qui pourraient ou ne pourraient pas dévoiler l'identité du particulier par l'entremise de nos sites Web ou de nos applications pour appareils mobiles. Les autres renseignements englobent sans s'y limiter :

- des renseignements recueillis de l'ordinateur ou de l'appareil mobile (telles que les identifiants de l'appareil)
- les renseignements recueillis par l'entremise de fichiers témoins, de balises Web (pixels invisibles) et d'autres technologies;
- les renseignements démographiques et autres renseignements semblables que vous nous avez fournis;
- les renseignements sur votre emplacement physique; et
- le cumul des renseignements.

Nous et nos fournisseurs de services de tierce partie pourrions recueillir d'autres renseignements par divers moyens, dont les suivants mais pas nécessairement limités aux suivants :

- **Par l'entremise de votre navigateur Internet** : La plupart des sites Internet recueillent certains renseignements par l'entremise de votre navigateur Internet, notamment votre adresse IP (c'est-à-dire, l'adresse Internet de votre ordinateur), la résolution de votre écran, le type de votre système d'exploitation (par exemple, Windows ou Mac OS) et sa version, le type et la version de votre navigateur Internet, l'heure de votre visite, ainsi que la ou les pages consultées. Nous utilisons ces renseignements pour calculer les niveaux d'utilisation de notre site Internet, pour nous aider à diagnostiquer les problèmes de serveur et pour gérer notre site Internet.
- **Utilisation de fichiers témoins** : Les fichiers témoins sont des données stockées directement sur l'ordinateur que vous utilisez. Les fichiers témoins nous permettent de reconnaître votre ordinateur et de recueillir certains renseignements, notamment le type de navigateur que vous utilisez, le temps passé sur notre site Internet, les pages consultées et les préférences linguistiques. Nous pourrions utiliser ces renseignements à des fins de sécurité, pour faciliter la navigation, afficher des

renseignements de façon plus efficace, personnaliser votre expérience pendant que vous visitez notre site Internet ou encore pour recueillir des renseignements sur l'utilisation de notre site à des fins de statistiques. Les fichiers témoins nous permettent également de vous présenter des messages publicitaires ou des offres qui sont les plus susceptibles de vous intéresser. Nous pourrions aussi utiliser des fichiers témoins pour effectuer un suivi de vos réponses à nos publicités, et nous pourrions nous servir des fichiers témoins ou d'autres fichiers pour nous enquérir de votre fréquentation d'autres sites Internet.

- **Utilisation de pixels invisibles, de balises Web, de GIF clairs et autres technologies semblables** : Ces balises pourraient être utilisées dans le cadre de certaines de nos pages Web et de messages par courriel en format HTML pour, entre autres, suivre les habitudes des usagers de notre site Web et des destinataires de nos courriels, évaluer le succès de nos campagnes publicitaires et compiler des statistiques relativement à l'utilisation de notre site Internet et aux taux de réponse.
- Les fichiers témoins et les technologies similaires fournis par des tiers que nous utilisons comprennent des produits et des services de Google (sous le nom de DoubleClick), Meta, LinkedIn, Twitter et Adobe. Pour refuser le(s) fichier(s) témoin(s) publicitaire(s) de DoubleClick, veuillez consulter le site : <http://www.google.com/intl/en/policies/privacy/#infochoices>. Pour obtenir des informations sur la manière de refuser certaines technologies de suivi de Meta et sur les méthodes de refus, veuillez consulter le site : <https://www.facebook.com/privacy/policy>. Pour plus d'informations sur les technologies de suivi et les méthodes d'exclusion de LinkedIn, veuillez consulter le site : <https://www.linkedin.com/legal/cookie-policy>. Pour plus d'informations sur les technologies de suivi et les méthodes d'exclusion de Twitter, veuillez consulter le site : <https://twitter.com/en/privacy>. Nous utilisons également les outils d'analyse d'Adobe, qui utilisent des fichiers témoins et des balises web, pour nous aider à mieux comprendre comment notre site web est utilisé par les consommateurs afin de continuer à l'améliorer. Pour plus d'informations sur les outils d'analyse d'Adobe, y compris les méthodes d'exclusion, veuillez consulter : <https://www.adobe.com/privacy/opt-out.html#customeruse>. Dans de nombreux cas, vous pouvez également refuser d'accepter certains autres fichiers témoins que nous utilisons en ajustant les paramètres de votre navigateur. Toutefois, si vous n'acceptez pas l'utilisation de ces fichiers témoins, vous risquez de subir quelques désagréments dans votre utilisation de notre site web et de certains de nos produits en ligne.
- **Renseignements de votre part** : Certains renseignements (par exemple, votre emplacement ou votre méthode de communication préférée) sont recueillis lorsque vous nous les fournissez de plein gré. Sauf dans les cas où ils sont jumelés à des renseignements personnels, ces renseignements pourraient ne pas vous identifier spécifiquement.
- **Utilisation de votre emplacement personnel** : Nous pourrions recueillir des renseignements relatifs à votre emplacement, notamment à l'aide de signaux par satellite GPS, par tour de transmission cellulaire ou par WiFi. Nous pourrions utiliser l'emplacement physique de votre appareil pour vous offrir des services et du contenu personnalisés en fonction de votre emplacement, notamment pour vous transmettre des rappels liés à l'emplacement ou des offres lorsque vous utilisez des

applications. Nous pourrions également divulguer l'emplacement physique de votre appareil, ainsi que des renseignements sur les publicités visionnées qui, jumelés aux autres renseignements que nous recueillons conjointement avec nos partenaires de commercialisation, leur permettent de vous fournir de notre part du contenu plus personnalisé et d'évaluer l'efficacité de nos campagnes publicitaires. Dans certains cas, vous pourriez avoir le choix de permettre ou de refuser de telles utilisations et la divulgation de l'emplacement de votre appareil, mais si vous refusez de consentir à de telles utilisations et divulgations, nos partenaires de commercialisation et nous pourrions être incapables de vous fournir les services et le contenu personnalisés en question. En outre, nous pourrions obtenir la géolocalisation précise de votre appareil lorsque vous utilisez nos applications pour appareils mobiles, et ce, afin de fournir des services d'assistance voyage ou autres à ceux de nos clients qui souscrivent à de tels services. Dans le cadre de la prestation de services d'assistance voyage ou autres, nous pourrions divulguer les renseignements liés à la géolocalisation précise de votre appareil à nos clients et à d'autres entités avec qui nous travaillons. Vous pouvez refuser de consentir à la cueillette et la divulgation de renseignements liés à la géolocalisation précise en supprimant l'application de votre appareil mobile, en refusant de permettre à l'application pour appareil mobile d'accéder aux services de localisation à l'aide du système d'autorisation qu'utilise le système d'exploitation de votre appareil ou en suivant toutes directives supplémentaires de retrait figurant à l'avis de protection de la vie privée qui est affiché dans l'application pour appareils mobiles.

- **Cumul des renseignements** : Nous pourrions divulguer à nos fournisseurs de services de tierce partie des renseignements qui n'identifient aucune personne en particulier et que nous avons recueillis auprès de vous et/ou par votre utilisation de nos applications, dans un format cumulé et anonyme propice à l'usage et l'analyse de données et pour faire en sorte de vous offrir une meilleure expérience client, tout en nous permettant d'apporter des améliorations et des modifications à nos produits et services.

Veillez noter que nous pourrions utiliser et divulguer d'autres renseignements à toute autre fin, sauf lorsque nous sommes tenus d'agir autrement en vertu des lois applicables. Si nous sommes dans l'obligation de traiter d'autres renseignements à titre de renseignements personnels en vertu des lois applicables, alors, en plus des utilisations énumérées à la présente rubrique « *Principes de protection des renseignements personnels à l'égard de l'Internet* », nous pourrions utiliser et divulguer d'autres renseignements à toutes les fins auxquelles nous utilisons et divulguons lesdits renseignements personnels.

11. Sites Internet de tierces parties

Les présents *Principes de protection des renseignements personnels* n'abordent pas les pratiques de confidentialité et de protection des renseignements personnels ou toute autre pratique à cet égard adoptée par de tierces parties, y compris toute tierce partie exploitant tout site Internet visé par un lien figurant sur notre site Internet, et nous n'assumons aucune responsabilité à ce chapitre. L'affichage d'un lien sur notre site Internet ne signifie aucunement que nous approuvons le site visé par ledit lien figurant à notre site Internet ou à celui d'autres sociétés membres de notre groupe.

12. Utilisation du site par des mineurs

Notre site Internet n'est pas destiné à des personnes âgées de moins de 18 ans et nous demandons à ces personnes de ne fournir aucun renseignement personnel par l'entremise de notre site Internet.

13. Modifications apportées aux présents Principes de protection des renseignements personnels

AIG Canada se réserve le droit d'apporter, de temps à autre, des modifications aux présents *Principes de protection des renseignements personnels*. Si lesdits *Principes de protection des renseignements personnels* sont modifiés de façon importante, nous prendrons des mesures raisonnables pour vous en aviser en affichant notamment une version à jour des *Principes de protection des renseignements personnels* sur notre site Internet. Nous vous recommandons donc de passer en revue notre version la plus récente des *Principes de protection des renseignements personnels* de temps à autre en accédant à Aig.ca.

AIG INSURANCE COMPANY OF CANADA

PRIVACY PRINCIPLES

Last updated 09/01/2022

AIG and Individual Privacy

We at AIG Insurance Company of Canada (referred to as "AIG", "we", "our", or "us") abide by these *Privacy Principles* and want you, our applicants, policyholders, insureds, claimants, and any other individuals who provide us with personal information (referred to as "Customers" or "you"), to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

As a worldwide leader in the delivery of insurance products and other services, the member companies of American International Group, Inc. ("AIG Companies") offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, differing AIG Companies may adopt differing privacy practices to fit their own jurisdiction and business requirements. The AIG Companies Privacy Policy, located at www.aig.com, may also be applicable to our Customers as we conduct our business.

For the purposes of these *Privacy Principles* personal information means information about an identified or identifiable individual. For example: an individual's name, birth date, address, age, health and financial information is personal information which AIG may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business.

1. Consent and Personal Information

AIG obtains consent for the collection, use, and disclosure of personal information, except where consent is not required by law. AIG does not obtain your consent for the collection, use and disclosure of business contact information. By applying for or purchasing AIG's products and services, you are providing your consent to our collection, use, and disclosure of your personal information as set out in these *Privacy Principles*. AIG relies on the broker's advice where the insurance broker tells AIG that we have a Customer's consent to collect information.

Consent may be obtained by AIG and its affiliated companies directly or through a broker or agent, an insurance adjuster, claims administrator, investigator, or lawyer when personal information is collected for claims purposes.

An individual may decline to consent, or revoke consent, to the collection and use of personal information for insurance purposes but in that case, insurance products and related services and the assessment of applications, claims or complaints may be limited or terminated.

2. Collecting Personal Information

We may collect information directly from the individual concerned on applications for insurance and through direct interactions with us, including via AIG websites, software applications made available by us for use on or through computers and mobile devices (the "Apps"), our social media pages set forth in the links in the footer on AIG.com and other means (for example, from your application and claim forms, telephone calls, e-mails and other communications with us, as well as from claim investigators, medical professionals, witnesses or other third parties involved in our business dealings with you). We also collect information from various third party sources such as: insurance brokers, adjusters, other insurance intermediaries, third party administrators, government, industry associations, and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by law, to assist us in underwriting your application for insurance. We and our service providers may supplement the personal information we collect with information from other sources, such as publicly available information from social media services, commercially available sources and information from our affiliates or business partners. This information from third parties is subject to the privacy policies under which the information was collected.

3. Using Personal Information

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, developing and improving insurance products and services and other services, including actuarial and pricing tools and risk engineering, risk management and loss prevention programs for our insurance clients, claim assessment, processing and settlement, and, where applicable, managing claim disputes. AIG also uses personal information to detect and prevent fraud, to detect, prevent, and respond to actual or suspected information security events, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers. We may collect and use personal information for other purposes, in which case, we will notify you of such other purposes prior to the collection and use of the personal information.

4. Use of Personal information for Marketing Purposes

AIG may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find AIG products and services of interest. AIG may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services, which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes in which case we and our affiliates will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us or our affiliates. As an AIG customer, if you have not opted out of receiving marketing communications, you may receive marketing emails regarding AIG products and services. Each marketing email will include an unsubscribe mechanism, available for you at any time to remove your consent.

5. Accuracy of Your Personal Information

AIG maintains policies and procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes required. A request to access or correct your personal information in our possession may be made by contacting the Privacy Officer at the address set out below in the section titled *"Contacting the Privacy Officer,"* and by providing valid proof of your identity.

6. Safeguarding Your Information

We apply appropriate safeguards to our computer networks and physical files, and we restrict access to personal information to those AIG employees and non-employee workers, to independent third-party service providers or technology service providers ("Authorized Administrator") reinsurers, consultants or insurance representatives who need to know that information in order to underwrite, adjudicate or administer insurance products and services.

7. Disclosure of Personal Information

Personal information is disclosed by us to both affiliated and unaffiliated insurance companies, reinsurers, insurance and reinsurance brokers and other intermediaries and agents, appointed representatives, distributors, financial institutions and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for statistical purposes or to assess and rate a specific risk, determine the status of coverage, and to investigate, administer and provide updates regarding claims. We also share information to investigate allegations of combat fraud; to detect, prevent, and respond to actual and suspected information security incidents; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable law.

AIG sometimes retains an affiliated company, a reinsurer, or an Authorized Administrator to perform on our behalf certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of AIG insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties require your personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, analytical, rehabilitative, claims, investigation, reporting or related services. AIG obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some AIG affiliates and Authorized Administrators may be located outside of Canada, in the United States of America or another foreign jurisdiction outside of Canada. When this occurs, the collection, use and disclosure of personal information will be subject to the laws of the jurisdiction in which it is situated. By communicating personal information to us, applying for and/or acquiring the products and services of AIG, you hereby consent to the AIG affiliates or Authorized Administrators located outside of Canada accessing,

processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction. If you would like to obtain more information about our use of Authorized Administrators or any other service providers located outside of Canada, please contact the Privacy Officer at the address set out below in the section titled *"Contacting the Privacy Officer"*.

AIG may transfer your personal information as an asset in connection with any contemplated or actual sale, merger or other disposal of all or part of our business or assets, or as part of a corporate reorganization or other change in corporate control, including for the purposes of determining whether to proceed with such a transaction or fulfilling any records or other reporting requirements to such parties. In such circumstances, we will ensure that any transfer of personal information is handled by us in accordance with applicable law using appropriate data protection and security measures.

8. Retention and Access to Your Personal Information

We retain personal information for the purposes described in these *Privacy Principles* but only for so long as is necessary to achieve the purpose(s) for which the personal information was collected and as required by law. Personal information is stored at one of our offices in Canada, or at a location of one of our affiliates or Authorized Administrators in the United States or another foreign country, as defined under *"Disclosure of Personal Information"* above. Access to your personal information is limited to our employees and non-employee workers, agents, insurance intermediaries, reinsurers, and Authorized Administrators who need access in order to perform their job or provide services.

A request to access information in our possession may be made by contacting the Privacy Officer at the address set out below in the section titled *"Contacting the Privacy Officer"*. The right to access information is not absolute. Therefore, AIG may decline access to personal information about you that we have under our control, subject to any legal restrictions. Such instances of refusal may, include but are not limited to the following:

- the information is subject to solicitor/client privilege;
- the information would reveal personal information about a third party;
- the information could compromise the investigation of a claim; or
- the information is confidential commercial information.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

You may also request that we correct inaccurate personal information about you by contacting the Privacy Officer at the address set out below in the section titled *"Contacting the Privacy Officer"*. The right to access information is not absolute. Therefore, AIG may decline to modify personal information that we have about you under our control under certain circumstances, subject to any legal restrictions (for example, if we have evidence to support the fact that the personal information is accurate).

9. Contacting the Privacy Officer

Requests for further information about our privacy policies and practices, personal information access or correction, or any concerns about how we handle your information with AIG should be referred to our Privacy Officer, as follows:

Privacy Officer
Mail: AIG Insurance Company of Canada
120 Bremner Blvd.
Suite 2200
Toronto, ON
Canada M5J 0A8
Email: AIGCanadaOmbudsman@aig.com
Toll-free phone: 1-800-387-4481

10. Internet Privacy Practices

We may collect your personal information through AIG websites or mobile applications. All personal information collected through our websites and mobile applications are subject to these *Privacy Principles*.

We may collect other personal information ("**Other Information**") through our websites or mobile applications that may or may not reveal your specific identity. Other Information includes but is not limited to:

- browser information and settings;
- computer or mobile device information (such as device IDs)
- information collected through cookies, pixel tags, and other technologies;
- demographic information and other similar information provided by you;
- information about your physical location; and
- aggregated information.

We and our third party service providers may collect Other Information in a variety of ways, including, but not limited to, the following:

- **Through your internet browser:** Certain information is collected by us through your internet browser, such as your IP address (that is, your computer's address on the internet), screen resolution, operating system type (e.g., Windows or Mac OS) and version, internet browser type and version, time of the visit and the page or pages visited. We use this information for purposes such as calculating our website usage levels, helping diagnose server problems, and administering our website.
- **Using cookies:** Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent on our website, pages visited, and language preferences. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while visiting our website, or to gather statistical information about the usage of our website. Cookies further allow us to present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.
- **Using pixel tags, web beacons, clear GIFs or other similar technologies:** These may be used in connection with some of our website pages and HTML-formatted e-mail messages to, among other things, track the actions of our website users and e-mail recipients, measure the success of our marketing campaigns, and compile statistics about our website usage and response rates.

- Cookies and similar technologies provided by third parties that we use include products and services from Google (trading as DoubleClick), Meta, LinkedIn, Twitter and Adobe. To opt out of the DoubleClick advertisement cookie(s), please visit: <http://www.google.com/intl/en/policies/privacy/#infochoices> . For information about how to opt-out of certain Meta tracking technologies and opt-out methods, please visit: <https://www.facebook.com/privacy/policy> . For information about LinkedIn tracking technologies and opt-out methods, please visit: <https://www.linkedin.com/legal/cookie-policy> . For information about Twitter tracking technologies and opt-out methods, please visit: <https://twitter.com/en/privacy> . We also use Adobe's analytics tools, which use cookies and web beacons, to help us understand more about how our website is used by consumers so we can continue to improve it. For more information about Adobe's analytics tools, including opt-out methods, please visit: <https://www.adobe.com/privacy/opt-out.html#customeruse> . In many cases, you can also refuse to accept certain other cookies we use by adjusting your browser settings. However, if you do not accept the use of these cookies, you may experience some inconvenience in your use of our website and some of our online products.
- **From you:** Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with personal information, this information may not identify you personally.
- **Using your physical location:** We may collect the physical location of your device by, for example, using satellite GPS, cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based services and content, for example, to provide location based reminders or offers when using applications. We may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content on our behalf and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content. In addition, we may obtain the precise geolocation of your device when you use our mobile applications for purposes of providing travel or other assistance services to our clients who are enrolled in such services. In connection with providing travel or other assistance services, we may share your device's precise geolocation information with our clients and other entities with whom we work. You may opt-out of our collection and sharing of precise geolocation information by deleting the mobile application from your device, by disallowing the mobile application to access location services through the permission system used by your device's operating system, or by following any additional opt-out instructions provided in the privacy notice available within the mobile application.

- **By aggregating information:** We may share non-personally identifiable information collected from you and/or from your use of our Apps with our third party service providers in an anonymous and aggregated form for data analytics and to ensure you receive a better consumer experience, in order to improve and modify our products and services.

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as personal information under applicable law, then, in addition to the uses listed in this “*Website Privacy Practices*” section, we may use and disclose Other Information for all the purposes for which we use and disclose personal information.

11. Third Party Websites

These *Privacy Principles* do not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any website to which our website contains a link. The inclusion of a link on our website does not imply endorsement of the linked site by us or by our group companies.

12. Use of Site by Minors

Our website is not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Information through our website.

13. Changes to these Privacy Principles

AIG Canada reserves the right to modify these *Privacy Principles* from time to time. If these *Privacy Principles* change materially, we will take reasonable measures to notify you, including posting a copy of the revised *Privacy Principles* to our website. Accordingly, we recommend that you review our current *Privacy Principles* from time to time at Aig.ca.



Canadian Head Office
120 Bremner Boulevard Suite 2200
Toronto, ON M5J 0A8

AIG Insurance Company of Canada
(herein called the **Insurer**)

PrivateEdge Plus

POLICY NUMBER: *01-354-46-30*

REPLACEMENT OF POLICY#: *01-880-89-27*

**Management Liability, Professional Liability, Crime Coverage and
Kidnap And Ransom/Extortion Coverage for Private Companies**

DECLARATIONS

NOTICES

[THESE NOTICES ARE APPLICABLE TO ALL COVERAGE SECTIONS OTHER THAN THE CRIME
COVERAGE SECTION AND KIDNAP AND RANSOM/EXTORTION COVERAGE SECTION]

COVERAGE WITHIN THIS POLICY IS GENERALLY LIMITED TO LOSS FROM CLAIMS FIRST MADE
AGAINST INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS THE
POLICY REQUIRES. DEFENCE COSTS REDUCE THE LIMITS OF LIABILITY (AND, THEREFORE,
AMOUNTS AVAILABLE TO RESPOND TO SETTLEMENTS AND JUDGMENTS) AND ARE APPLIED
AGAINST APPLICABLE RETENTIONS.

THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND UNLESS SUCH COVERAGE IS
EXPRESSLY PROVIDED WITHIN A COVERAGE SECTION. WHERE THE INSURER HAS NO DUTY TO
DEFEND, IT WILL ADVANCE DEFENCE COSTS, EXCESS OF THE APPLICABLE RETENTION,
PURSUANT TO THE TERMS OF THIS POLICY PRIOR TO THE FINAL DISPOSITION OF A CLAIM.
PLEASE REFER TO THE COVERAGE SECTIONS PURCHASED FOR DEFENCE RELATED DETAILS.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR
INSURANCE AGENT OR BROKER TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

ITEMS

1	NAMED ENTITY:	(the "Named Entity")	<i>Mastermind LP</i>	
		MAILING ADDRESS:	<i>415 MILNER AVE SUITE 4 SCARBOROUGH, ON M1B 2L1</i>	
		JURISDICTION OF INCORPORATION/FORMATION:	<i>Ontario</i>	
2	POLICY PERIOD:	Inception Date:	<i>July 31, 2023</i>	Expiration Date: <i>July 31, 2024</i>
12:01 A.M. at the address stated in Item 1				

1702428

ITEMS (continued)

3 COVERAGE SUMMARY

Liability Coverage Section		Separate Limit of Liability	Shared Limit of Liability	Retention/ Deductible*	Continuity/ Retroactive Date	Premium
D&O	D&O Coverage Section	<i>Inapplicable</i>	<i>\$5,000,000</i>	<i>\$25,000</i>	<i>Continuity: 11/09/2010</i>	<i>\$5,500</i>
			Shared With: EPL			
EPL	Employment Practices Coverage Section	<i>Inapplicable</i>	<i>\$5,000,000</i>	<i>\$25,000</i>	<i>Continuity: 11/09/2010</i>	<i>\$8,050</i>
			Shared With: D&O			
FLI	Fiduciary Liability Coverage Section	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
MPL	Miscellaneous Professional Liability Coverage Section	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Professional Services:						
CCP	Employed Lawyers Coverage Section	<i>Coverage Section Not Purchased</i>		<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
			<i>Coverage Section Not Purchased</i>			
Crime	Crime Coverage Section	See Section 5:	None	See Section 5:	N/A	<i>Coverage Section Not Purchased</i>
KRE	Kidnap And Ransom/ Extortion Coverage Section	See Section 6:	None	See Section 6:	N/A	<i>Coverage Section Not Purchased</i>
*With respect to the D&O, EPL, FLI and CCP Coverage Sections only, no Retention amount is applicable to Non- Indemnifiable Loss. *No Retention amount is applicable to Costs of Investigation for Company Shareholder Derivative Investigation, Crisis Management Events, Voluntary Compliance Loss and HIPAA Penalties.						N/A

4 TOTAL PREMIUM \$13,550

1702428

ITEMS (continued)

5 CRIME LIMITS OF LIABILITY AND DEDUCTIBLES

Insuring Agreement	Per Occurrence Limit of Liability	Deductible
Insuring Agreement 1.A.: "Employee Theft" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.B.: "Forgery or Alteration" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.C.: "Inside the Premises - Theft of Money or Securities" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.D.: "Inside the Premises - Robbery or Safe Burglary of Other Property" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.E.: "Outside the Premises" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.F.: "Computer Fraud" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.G.: "Funds Transfer Fraud" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>
Insuring Agreement 1.H.: "Money Orders and Counterfeit Paper Currency" Loss	<i>Coverage Section Not Purchased</i>	<i>Coverage Section Not Purchased</i>

If "Not Covered" is inserted above opposite any specific Insuring Agreement, such Insuring Agreement in the Crime Coverage Section and any other reference thereto in this policy is hereby deleted.

CANCELLATION OF PRIOR CRIME INSURANCE: By acceptance of the Crime Coverage Section of this Policy, you give us notice of cancellation for the prior Policy Nos: *Not Applicable*. Such cancellation shall be effective at the time the Crime Coverage Section of this Policy becomes effective.

6 KRE LIMITS OF INSURANCE \ INSURED PERSON(S)

Loss Component:	Each Loss Component Limit		Annual Aggregate Limit	
A. Ransom Monies:	Coverage Section Not Purchased		Coverage Section Not Purchased	
B. In- Transit/Delivery:	Coverage Section Not Purchased		Coverage Section Not Purchased	
C. Expenses:	Coverage Section Not Purchased		Coverage Section Not Purchased	
D. Consultant Expenses:	Coverage Section Not Purchased		Coverage Section Not Purchased	
E. Judgments, Settlements and Defence Costs:	Coverage Section Not Purchased		Coverage Section Not Purchased	
F. Death or Dismemberment:	Coverage Section Not Purchased		Coverage Section Not Purchased	
Each Insured Event Limit:			Coverage Section Not Purchased	
Coverage Section Aggregate:			Coverage Section Not Purchased	
Deductible (Each Loss):			Coverage Section Not Purchased	
Insured Person(s): Coverage Section Not Purchased				

1702428

ITEMS (continued)

7 OTHER LIMITS OF LIABILITY

(a) POLICY AGGREGATE LIMIT OF LIABILITY (For all coverages combined other than the Crime and the KRE Coverage Sections:	<i>\$5,000,000</i>
(b) Crisis Management Fund For D&O:	<i>\$25,000</i>
(c) Punitive Damages Sublimit of Liability for D&O and/or EPL Coverage Sections: <input type="checkbox"/> D&O Punitive Damages Sublimit of Liability: <input type="checkbox"/> EPL Punitive Damages Sublimit of Liability: <input type="checkbox"/> Shared Punitive Damages Sublimit of Liability (D&O and EPL): <input checked="" type="checkbox"/> No Punitive Damages Sublimit of Liability for D&O or EPL	<i>\$0</i> <i>\$0</i> <i>\$0</i> <i>Full Limit</i>
(d) Costs of Investigation Coverage Sublimit for D&O:	<i>\$250,000</i>
(e) Voluntary Compliance Loss Sublimit of Liability for FLI:	<i>Coverage Section Not Purchased</i>
(f) HIPAA Penalties Sublimit of Liability for FLI:	<i>Coverage Section Not Purchased</i>

8 DISCOVERY PROVISIONS (Inapplicable to Crime and KRE Coverage Sections)

(a) Percentage of Full Annual Premium for; 1 Year:	<i>TBD</i>
(b) 2 Years:	<i>TBD</i>
(c) 3 Years:	<i>TBD</i>
(d) 4 Years:	<i>TBD</i>
(e) 5 Years:	<i>TBD</i>
(f) 6 Years:	<i>TBD</i>
(g) Percentage of Full Annual Premium for unlimited duration:	<i>TBD</i>

9(a) NAME AND ADDRESS OF INSURER

*AIG Insurance Company of Canada
 120 Bremner Boulevard Suite 2200
 Toronto, ON M5J 0A8*

This policy is issued only by the insurance company indicated in this Item 9(a).

9(b) NOTICE OF CLAIMS AND CIRCUMSTANCES SEND TO:

Claims Management, Canada
*120 Bremner Boulevard Suite 2200
 Toronto, ON M5J 0A8*
 Attention: "Financial Lines Claims"
 Reference: *01-354-46-30*

PRODUCER: *HUB INTERNATIONAL HKMB LIMITED*
 PRODUCER LICENSE NO.: *On File with Carrier*
 ADDRESS: *595 BAY ST
 STE 900
 TORONTO, ON M5G 2E3*

All limits of insurance, premiums and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing

1702428

ITEMS (continued)

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy.



**President and Chief Executive Officer
AIG Insurance Company of Canada**

TORONTO

SIGNED AT

October 27, 2023

DATE

1702428



AIG Insurance Company of Canada
(herein called the **Insurer**)

PrivateEdge Plus
General Terms and Conditions

In consideration of the payment of the premium, and in reliance upon the statements made to the **Insurer** by **Application**, which forms a part of this policy, the **Insurer** agrees as follows:

1. TERMS AND CONDITIONS

These **General Terms and Conditions** shall be applicable to all **Coverage Sections** except: (i) the **KRE Coverage Section**; and (ii) the **Crime Coverage Section**. Terms appearing in these **General Terms and Conditions** which are defined in a **Coverage Section** shall have the meaning provided for such terms in such **Coverage Section** for purposes of coverage provided under such **Coverage Section**. Any reference in these **General Terms and Conditions** to "all **Coverage Sections**" shall not refer to the **KRE Coverage Section** or the **Crime Coverage Section**. The terms and conditions set forth in each **Coverage Section** shall only apply to that particular **Coverage Section** and shall in no way be construed to apply to any other **Coverage Section** of this policy.

2. DEFINITIONS

- (a) "**Application**" means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this policy or the underwriting of any other directors and officers (or equivalent) liability policy, employment practices liability policy, professional liability policy, employed lawyers policy or crime policy issued by the **Insurer**, or any of its affiliates, of which this policy is in whole or part a renewal or replacement or which it succeeds in time.
- (b) "**Company**" means the **Named Entity** and any **Subsidiary** thereof. In the event a bankruptcy proceeding shall be instituted by or against a **Company**, the term "**Company**" shall also mean the resulting debtor-in-possession (or equivalent status outside the United States of America), if any.
- (c) "**Continuity Date**" means the date set forth in Item 3 of the Declarations with respect to each **Coverage Section**.
- (d) "**Coverage Section**" means each **Coverage Section** that is purchased by the **Insured** as indicated in Item 3 of the Declarations.
- (e) "**Discovery Period**" means **Discovery Period**, as that term is defined in Clause 8 of these **General Terms and Conditions**.
- (f) "**Domestic Partner**" means any natural person legally recognized as a domestic or civil union partner under: (i) the provisions of any applicable federal, state, provincial, territorial or local law; or (ii) the provisions of any formal program established by the **Company**.
- (g) "**Insurer**" means the insurance company indicated in the Declarations.
- (h) "**Management Control**" means: (i) owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of: the board of directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or (ii) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of a **Company**, to elect, appoint or designate a majority of: the board of directors of a corporation, the management committee of a joint venture or partnership, or the management board of a limited liability company.

- (i) **"Named Entity"** means the entity listed in Item 1 of the Declarations.
- (j) **"Policy Aggregate Limit of Liability"** means the **Policy Aggregate Limit of Liability** stated in Item 7(a) of the Declarations.
- (k) **"Policy Period"** means the period of time from the inception date stated in Item 2 of the Declarations to the earlier of the expiration date stated in Item 2 of the Declarations or the effective date of cancellation of this policy.
- (l) **"Related Wrongful Act(s)"** means **Wrongful Act(s)** which are the same, related or continuous, or **Wrongful Act(s)** which arise from a common nucleus of facts. **Claims** can allege **Related Wrongful Act(s)** regardless of whether such **Claims** involve the same or different claimants, **Insureds** or legal causes of action.
- (m) **"Separate Limit of Liability"** means the applicable **Separate Limit of Liability**, if any, stated in Item 3 of the Declarations.
- (n) **"Shared Limit of Liability"** means the applicable **Shared Limit of Liability**, if any, stated in Item 3 of the Declarations, which limit of liability shall be shared between all of the **Coverage Sections** which are listed below such **Shared Limit of Liability** in the Declarations.
- (o) **"Subsidiary"** means:
 - (i) any for-profit entity, whose securities are not publicly traded, of which the **Named Entity** has or had **Management Control** ("**Controlled Entity**") on or before the inception date of the **Policy Period**, either directly or indirectly through one or more other **Controlled Entities**;
 - (ii) any for-profit entity, whose securities are not publicly traded, of which the **Named Entity** acquires **Management Control** during the **Policy Period**, either directly or indirectly through one or more other **Controlled Entities**; and
 - (iii) any not-for-profit entity under section 501(c)(3) of the Internal Revenue Code of 1986 or the Income Tax Act, R.S.C. (5th Supp) (as amended) sponsored exclusively by a **Company**.

Notwithstanding the foregoing, coverage as is afforded under this policy with respect to a **Claim** made against any **Subsidiary** or any **Individual Insureds** thereof shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that the **Named Entity** obtained **Management Control** of such **Subsidiary** and prior to the time that such **Named Entity** ceased to have **Management Control** of such **Subsidiary**.

3. EXTENSIONS

Subject otherwise to the terms hereof, this policy shall cover **Loss** arising from any **Claim** made against: (i) the estates, heirs, or legal representatives of deceased **Individual Insureds**, and the legal representatives of **Individual Insureds** in the event of incompetency, insolvency or bankruptcy, who were **Individual Insureds** at the time the **Wrongful Acts** upon which such **Claims** are based were committed; or (ii) the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or **Domestic Partner** of an **Individual Insured** for all **Claims** arising solely out of his or her status as the spouse or **Domestic Partner** of an **Individual Insured**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Individual Insured** and the spouse or **Domestic Partner**, or property transferred from the **Individual Insured** to the spouse or **Domestic Partner**; provided, however, this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Individual Insured**, subject to the policy's terms, conditions and exclusions.

4. LIMITS OF LIABILITY (FOR ALL LOSS IN THE AGGREGATE UNDER THIS POLICY AND UNDER EACH INDIVIDUAL COVERAGE SECTION - INCLUDING DEFENCE COSTS)

The **Policy Aggregate Limit of Liability** is the maximum limit of the **Insurer's** liability for all **Loss** under all **Coverage Sections** combined arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable); provided, however, the **Policy Aggregate Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** for the **Policy Period**.

If **Separate Limits of Liability** are stated in Item 3 of the Declarations, then each such **Separate Limit of Liability** shall be the maximum limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable) with respect to the applicable **Coverage Section** as stated on the Declarations; provided, however, the **Separate Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Separate Limit of Liability** for the **Policy Period**. Each **Separate Limit of Liability** shall be part of and not in addition to the **Policy Aggregate Limit of Liability** for all **Loss** under this policy and shall in no way serve to increase the **Insurer's Policy Aggregate Limit of Liability** as therein stated.

If **Shared Limits of Liability** are stated in Item 3 of the Declarations, then each such **Shared Limit of Liability** shall be the maximum limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the **Discovery Period** (if applicable) with respect to all **Coverage Sections** for which such **Shared Limit of Liability** is applicable, as indicated on the Declarations; provided, however, with respect to all **Coverage Sections** that have a **Shared Limit of Liability**, the **Shared Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Shared Limit of Liability** for the **Policy Period**. Each **Shared Limit of Liability** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** for all **Loss** under this policy and shall in no way serve to increase the **Policy Aggregate Limit of Liability** as therein stated.

Further, a **Claim** which is made subsequent to the **Policy Period** or **Discovery Period** (if applicable) which pursuant to Clause 6(b) or 6(c) of these **General Terms and Conditions** is considered made during the **Policy Period** or **Discovery Period**, shall also be subject to the **Policy Aggregate Limit of Liability** and subject to any applicable **Separate Limit of Liability** or **Shared Limit of Liability**.

Defence Costs are not payable by the **Insurer** in addition to the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or **Shared Limit of Liability**. **Defence Costs** are part of **Loss** and as such are subject to the **Policy Aggregate Limit of Liability** for **Loss** and any applicable **Separate Limit of Liability** or **Shared Limit of Liability**. Amounts incurred for **Defence Costs** shall be applied against the Retention.

5. RETENTION CLAUSE

The Retentions stated in the Declarations are separate Retentions pertaining only to the **Coverage Section** for which they are stated in the Declarations. The application of a Retention to **Loss** under one **Coverage Section** shall not reduce the Retention under any other **Coverage Section**.

In the event a **Claim** triggers a Retention in multiple **Coverage Sections**, then the following shall apply:

- (a) with regard to **Loss** which is payable under any **Coverage Section** which is subject to a **Separate Limit of Liability**, the Retention applicable to such **Loss** pursuant to the Retention Clause of such **Coverage Section** (or pursuant to any applicable endorsement) shall apply separately to such **Loss**, and the applicable Retention for such **Coverage Section** shall not be reduced by payments of **Loss** made towards the Retention required under any other **Coverage Section**; and

- (b) with regard to **Loss** which is payable under any **Coverage Sections** which are subject to a **Shared Limit of Liability**, the highest applicable Retention shall be deemed the Retention applicable to **Loss** arising from such **Claim**.

6. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the addressee and at the address identified in Item 9(b) of the Declarations. Notice shall include and reference this policy number as indicated in the Declarations, as well as the **Coverage Sections** under which the **Claim** is being noticed. If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

The following shall apply:

- (a) The **Insureds** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice to the **Insurer** of any **Claim** made against an **Insured** or a **Crisis Management Event** as soon as practicable after: (i) the **Company's** Risk Manager or General Counsel (or equivalent position) first becomes aware of the **Claim**; or (ii) the **Crisis Management Event** commences, but in all events a **Claim** must be reported no later than either:
- (i) anytime during the **Policy Period** or during the **Discovery Period** (if applicable); or
 - (ii) within ninety (90) days after the end of the **Policy Period** or the **Discovery Period** (if applicable).
- (b) If written notice of a **Claim** has been given to the **Insurer** pursuant to Clause 6(a) above, then any **Claim** which is subsequently made against the **Insureds** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which such notice has been given, or alleging any **Wrongful Act** which is the same as or is a **Related Wrongful Act** to that alleged in the **Claim** of which such notice has been given, shall be considered made at the time such notice was given.
- (c) If during the **Policy Period** or during the **Discovery Period** (if applicable) the **Insureds** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against the **Insureds** and shall give written notice to the **Insurer** of the circumstances, the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then any **Claim** which is subsequently made against the **Insureds** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Wrongful Act** which is the same as or is a **Related Wrongful Act** to that alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.
- (d) Any matter which could involve the payment of **Voluntary Compliance Loss** under the **FLI Coverage Section** shall be reported to the **Insurer** in the same manner as a **Claim** under Clause 6(a)(1) and 6(a)(2) above.

7. CANCELLATION CLAUSE

This policy or any individual **Coverage Section** may be cancelled by the **Named Entity** at any time by mailing prior written notice to the **Insurer** stating which **Coverage Sections** are to be cancelled or that the entire policy is to be cancelled and when thereafter such cancellation shall be effective, or by surrender thereof to the **Insurer** or its authorized agent. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall be the date the **Insurer** received such notice or any later date specified in the notice, and such effective date shall become the end of the policy or applicable **Coverage Sections**.

This policy may be cancelled by or on the behalf of the **Insurer** only in the event of non-payment of premium by the **Named Entity**. In the event of non-payment of premium by

the **Named Entity**, the **Insurer** may cancel this policy by delivering to the **Named Entity** or by mailing to the **Named Entity**, by registered, certified or other first class mail, at the **Named Entity's** address as stated in Item 1 of the Declarations, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The **Policy Period** terminates at the date and hour specified in such notice, or at the date and time of surrender. The **Insurer** shall have the right to the premium amount for the portion of the **Policy Period** during which the policy was in effect.

If this policy or any **Coverage Section** shall be cancelled by the **Named Entity**, the **Insurer** shall retain the pro rata proportion of the applicable premium herein. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation.

If the period of limitation relating to the giving of notice as set forth above is also set forth in any law controlling the construction thereof, the period set forth above shall be deemed to be amended so as to be equal to the minimum period of limitation set forth in the controlling law.

8. DISCOVERY CLAUSE

If the **Named Entity** shall cancel or the **Named Entity** or the **Insurer** shall refuse to renew this policy or any **Coverage Section**, then, solely with regard to the policy or **Coverage Section** which was cancelled or nonrenewed, the **Named Entity** shall have the right, upon payment of the applicable "**Additional Premium Amount**" described below, to a period of up to six (6) years or of unlimited duration following the effective date of such cancellation or nonrenewal (herein referred to as the "**Discovery Period**"), in which to give the **Insurer** written notice of **Claims** first made against any **Insured** during said **Discovery Period** for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by the cancelled or nonrenewed policy or **Coverage Section**, as applicable. The rights contained in this Clause 8 shall terminate, however, unless written notice of such election together with the **Additional Premium Amount** due is received by the **Insurer** within thirty (30) days of the effective date of cancellation or nonrenewal.

The **Additional Premium Amount** for the elected **Discovery Period** shall be the "**Full Annual Premium**" (as defined below) multiplied by the applicable percentage amount indicated in Item 8 of the Declarations for the length time of elected for the **Discovery Period**. If the applicable subsection of Item 8 of the Declaration states "to be determined", then the **Additional Premium Amount** for such **Discovery Period** shall be an amount determined by the **Insurer** in its sole and absolute discretion.

As used herein, "**Full Annual Premium**" means:

- (a) with regard to a cancelled or nonrenewed policy, the total annual premium charged for this policy; or
- (b) with regard to a cancelled or nonrenewed **Coverage Section**, the total annual premium charged for such **Coverage Section**.

In the event of a **Transaction**, as defined in Clause 9 of these **General Terms and Conditions**, the **Named Entity** shall have the right, within thirty (30) days before the end of the **Policy Period**, to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the **Transaction**) for a period of up to six (6) years or for such longer or shorter period as the **Named Entity** may request. The **Insurer** shall offer such **Discovery Period** pursuant to such terms, conditions and premium as the **Insurer** may reasonably decide. In the event of a **Transaction**, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.

The **Discovery Period** is not cancellable, except that the **Insurer** may cancel the **Discovery**

Period for non-payment of premium. This Clause 8 and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

9. CHANGE IN CONTROL OF NAMED ENTITY

If during the **Policy Period**:

- (a) the **Named Entity** shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
- (b) any person or entity or group of persons or entities acting in concert shall acquire **Management Control** of the **Named Entity**;

(either of the above events herein referred to as the "**Transaction**"),

then this policy shall continue in full force and effect as to **Wrongful Acts** occurring prior to the effective time of the **Transaction**, but there shall be no coverage afforded by any provision of this policy for any actual or alleged **Wrongful Act** occurring after the effective time of the **Transaction**.

This policy and any purchased **Coverage Section** may not be cancelled after the effective time of the **Transaction**. The **Named Entity** shall also have the right to an offer by the **Insurer** of a **Discovery Period** described in Clause 8 of these **General Terms and Conditions**.

The **Named Entity** shall give the **Insurer** written notice of the **Transaction** as soon as practicable, but not later than thirty (30) days after the effective date of the **Transaction**.

10. SUBROGATION

In the event of any payment under this policy, the **Insurer** shall be subrogated to the extent of such payment to each **Insured's** rights of recovery thereof, and each **Insured** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insured**. In no event, however, shall subrogation be had against any **Individual Insured** under this policy, unless such **Individual Insured** has been convicted of a criminal act, or been determined by a final adjudication to have committed a dishonest, fraudulent act or wilful violation of any statute, rule or law, or determined by a final adjudication to have obtained any profit or advantage to which such **Individual Insured** was not legally entitled.

In the event that the **Insurer** shall for any reason pay **Indemnifiable Loss** on behalf of an **Individual Insured**, the **Insurer's** subrogation rights shall include, but not be limited to, the assertion of indemnification or contribution rights with respect to any such payments it makes or advances. Additionally, upon the **Insurer** making any payment of **Loss** within the Retention, the **Insurer** shall have a direct contractual right under this policy to recover from the **Company**, or in the event of the bankruptcy of the **Company**, from the debtor-in-possession (or equivalent status outside the United States) such **Loss** which was paid within the Retention. Such direct contractual right of recovery against the **Company** shall be in addition to and independent of the **Insurer's** subrogation right pursuant to this Clause 10 and any other rights the **Insurer** may have under applicable law.

11. OTHER INSURANCE

With respect to all **Coverage Sections**, other than the **EPL Coverage Section**, such insurance as is provided by this policy shall apply only as excess over any other valid and collectible insurance, unless such other insurance is expressly written to be excess over the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or **Shared Limit of Liability** provided by this policy. This policy specifically shall be excess of any other policy pursuant to which any other **Insurer** has a duty to defend a **Claim** for which this policy may be obligated to pay **Loss**.

Such insurance as is provided by the **EPL Coverage Section** shall be primary unless expressly written to be excess over other applicable insurance.

With respect to all **Coverage Sections**, in the event of a **Claim** against an **Insured** arising out of his or her service as an **Outside Entity Executive**, or a **Claim** against an **Insured** for the **Insured's** liability with respect to a leased **Employee** or independent contractor **Employee** as described in the definition of "**Employee**" in the applicable **Coverage Section**, coverage as is afforded by this policy shall be specifically excess of any: (i) indemnification provided by such **Outside Entity** or leasing company; and (ii) any other insurance provided to such **Outside Entity**, leasing company or independent contractor.

Further, in the event other insurance is provided to the **Outside Entity**, leasing company or independent contractor referenced in the above paragraph, or is provided under any pension trust or employee benefit plan fiduciary liability insurance policy, and such other insurance is provided by the **Insurer** or any member company of AIG Property Casualty, Inc. ("**AIG**") (or would be provided but for the application of the Retention, exhaustion of the limit of liability or failure to submit a notice of a **Claim**), then the **Insurer's** maximum aggregate limit of liability for all **Loss** combined in connection with a **Claim** covered, in part or in whole, by this policy and such other insurance policy issued by **AIG**, shall not exceed the greater of (i) the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or **Shared Limit of Liability** of this policy, or (ii) the limit of liability of such other **AIG** insurance policy.

12. NOTICE AND AUTHORITY

Except for the giving of a notice of **Claim**, which shall be governed by the provisions of Clause 6 of these **General Terms and Conditions**, all notices required under this policy to be given by the **Insured** to the **Insurer** shall be given in writing to the **Insurer** at the address stated in Item 9(a) of the Declarations. It is agreed that the **Named Entity** shall act on behalf of its **Subsidiaries** and all **Insureds** with respect to the giving of notice of a **Claim**, the giving and receiving of notice of cancellation and nonrenewal, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy, the exercising or declining of the right to tender the defence of a **Claim** to the **Insurer** and the exercising or declining to exercise any right to a **Discovery Period**.

13. ASSIGNMENT

This policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**, which consent shall be in the sole and absolute discretion of the **Insurer**.

14. DISPUTE RESOLUTION PROCESS

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **Loss**, must first be submitted to the non-binding mediation process as set forth in this Clause.

Either the **Insurer** or an **Insured** may elect the type of ADR process discussed below; provided, however, that such **Insured** shall have the right to reject the **Insurer's** choice of the type of ADR process at any time prior to its commencement, in which case such **Insured's** choice of ADR process shall control.

The **Insurer** and each and every **Insured** agree that there shall be two choices of ADR process: (1) non-binding mediation administered by any mediator to which the **Insurer** and **Insured** mutually agree, in which the **Insurer** and any such **Insured** shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing commercial mediation rules; or (2) arbitration submitted to an arbitration panel of three (3) arbitrators. The

Insureds shall select one (1) arbitrator, the Insurer shall select one (1) arbitrator and said arbitrators shall mutually agree upon the selection of the third arbitrator. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute.

The dispute or differences considered by the mediator or arbitrators shall be governed by the Ontario *Arbitration Act* 1991, S.O.1991, c. 17. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators' award shall not include legal fees or other costs. In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least 90 days shall have elapsed from the date of the termination of the mediation. In all events, each party shall share equally the expenses of the ADR process.

Either choice of ADR process may be commenced in Toronto, Ontario; or in the province indicated in Item 1(a) of the Declarations as the mailing address for the **Named Entity**. The **Named Entity** shall act on behalf of each and every Insured in deciding to proceed with an ADR process under this clause.

15. ACTION AGAINST INSURER

Except as provided in Clause 14 above, no action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the **Insurer** as a party to any action against the **Insured** or the **Company** to determine the **Insured's** liability, nor shall the **Insurer** be impleaded by the **Insured** or the **Company** or their legal representatives. Bankruptcy or insolvency of the **Company** or any **Insured** or of their estates shall not relieve the **Insurer** of any of its obligations hereunder.

16. WORLDWIDE TERRITORY

Where legally permissible, this policy shall apply to any **Claim** made against any **Insured** anywhere in the world.

17. HEADINGS

The descriptions in the headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

All limits of insurance, premiums and other sums of money as expressed in this policy are in Canadian currency unless otherwise stated in writing

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy.



President and Chief Executive Officer
AIG Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.



Canadian Head Office
120 Bremner Boulevard Suite 2200
Toronto, ON M5J 0A8

AIG Insurance Company of Canada
(herein called the **Insurer**)

PrivateEdge PlusSM

Directors, Officers and Private Company Liability Insurance
("D&O Coverage Section")

Notice: Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to this D&O Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this D&O Coverage Section.

In consideration of the payment of the premium, and in reliance upon the statements made to the **Insurer** by **Application**, which forms a part of this policy, the **Insurer** agrees as follows:

1. INSURING AGREEMENTS

With respect to Coverage A, B and D and the Defence Provisions, solely with respect to **Claims** first made during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy, and subject to the other terms, conditions and limitations of this policy, this **D&O Coverage Section** affords the following coverage:

COVERAGE A: INDIVIDUAL INSURED INSURANCE

This **D&O Coverage Section** shall pay the **Loss** of an **Individual Insured** of the **Company** arising from a **Claim** made against such **Individual Insured** for any **Wrongful Act** of such **Individual Insured**, except when and to the extent that the **Company** has indemnified such **Individual Insured**. The **Insurer** shall, in accordance with and subject to Clause 7 of this **D&O Coverage Section**, advance **Defence Costs** of such **Claim** prior to its final disposition.

COVERAGE B: PRIVATE COMPANY INSURANCE

This **D&O Coverage Section** shall pay the **Loss** of the **Company** arising from a:

- (i) **Claim** made against the **Company**, or
- (ii) **Claim** made against an **Individual Insured**,

for any **Wrongful Act**, but, in the case of Coverage B(ii) above, only when and to the extent that the **Company** has indemnified the **Individual Insured** for such **Loss**. The **Insurer** shall, in accordance with and subject to Clause 7 of this **D&O Coverage Section**, advance **Defence Costs** of such **Claim** prior to its final disposition.

COVERAGE C: CRISISFUND[®] INSURANCE

This **D&O Coverage Section** shall pay the **Crisis Management Loss** of a **Company** solely with respect to a **Crisis Management Event** occurring during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy, up to the amount of the **Crisis Management Fund**; provided that payment of any **Crisis Management Loss** under this **D&O Coverage Section** shall not waive any of the **Insurer's** rights under this **D&O Coverage Section** or at law. This Coverage C shall apply regardless of whether a **Claim** is ever made against an **Insured** arising from such **Crisis Management Event** and, in the case where a **Claim** is made, regardless of whether the amount is incurred prior to or subsequent to the **Claim** being first made.

COVERAGE D: COSTS OF INVESTIGATION FOR DERIVATIVE DEMAND

This **D&O Coverage Section** shall pay the **Costs of Investigation** of the **Company** arising from a **Company Shareholder Derivative Investigation** in response to a **Derivative Demand**, up to the amount set forth in Item 7(d) of the Declarations. Payment of **Costs of Investigation** to a **Company** shall be made in accordance with and subject to Clause 8 of this **D&O Coverage Section**.

DEFENCE PROVISIONS

The **Insurer** does not assume any duty to defend; provided, however, the **Named Entity** may at its sole option tender to the **Insurer** the defence of a **Claim** for which coverage is provided by this **D&O Coverage Section** in accordance with and subject to Clause 7 of this **D&O Coverage Section**. Regardless of whether the defence is so tendered, the **Insurer** shall advance **Defence Costs** of such **Claim**, excess of the applicable Retention amount, prior to its final disposition. Selection of counsel to defend a **Securities Claim** shall be made in accordance with Clause 9 of this **D&O Coverage Section**.

With respect to Coverage D above, it shall be the duty of the **Company** and not the duty of the **Insurer** to conduct, investigate and evaluate any **Company Shareholder Derivative Investigation** against its own **Executives**; provided, however, that the **Insurer** shall be entitled to effectively associate in the investigation and evaluation of, and the negotiation of any settlement of, any such **Company Shareholder Derivative Investigation**.

2. DEFINITIONS

- (a) "**Affiliate**" means: (i) any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is in common control with, another person or entity; or (ii) any person or entity that directly, or indirectly through one or more intermediaries, is a successor in interest to another person or entity.
- (b) "**Claim**" means:
 - (i) a written demand for monetary or non-monetary relief (including any request to toll or waive any statute of limitations);
 - (ii) a civil, criminal, administrative, regulatory or arbitration proceeding for monetary or non-monetary relief which is commenced by:
 - (1) issuance of a notice of action, statement of claim, writ of summons, complaint or similar pleading;
 - (2) return of an indictment, laying of an information, the filing of a notice of charges or the issuance or filing of a similar legal document (in the case of a criminal proceeding); or
 - (3) receipt or filing of a notice of charges; or
 - (iii) a civil, criminal, administrative or regulatory investigation of an **Individual Insured**:
 - (1) once such **Individual Insured** is identified in writing by such investigating authority as a person against whom a proceeding described in Definition 2(b)(ii) may be commenced; or
 - (2) in the case of an investigation by the Securities Exchange Commission ("**SEC**"), a provincial or territorial securities commission, a securities regulatory authority, a self-regulatory organization, an exchange or by any similar federal, state, provincial, territorial or foreign government authority, regulatory authority or body after:
 - (a) the issuance of a subpoena or filing of a notice of charges upon such **Individual Insured**; or

- (b) the **Individual Insured** is identified in a written "Wells" or other notice from the **SEC** or a formal investigative order or any similar federal, state, provincial, territorial or foreign government authority that describes actual or alleged violations of laws by such **Individual Insured**.

The term "**Claim**" shall also include any **Securities Claim** and any **Derivative Demand**.

- (c) "**Cleanup Costs**" means expenses (including but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of **Pollutants**.
- (d) "**Company Shareholder Derivative Investigation**" means the investigation by the **Company** or, on behalf of the **Company** by its board of directors (or the equivalent management body) or any committee of the board of directors (or the equivalent management body), as to whether or not the **Company** should bring the civil proceeding demanded in a **Derivative Demand**.
- (e) "**Costs of Investigation**" means the reasonable and necessary costs, charges, fees and expenses consented to by the **Insurer** (including but not limited to attorney's fees and expert's fees but not including any settlement, judgment or damages and not including any compensation or fees of any **Individual Insured**) incurred by the **Company** or its board of directors (or any equivalent management body), or any committee of the board of directors (or any equivalent management body), solely in connection with a **Company Shareholder Derivative Investigation**.
- (f) "**Crisis Management Event**" means **Crisis Management Event**, as that term is defined in Appendix D attached to this policy.
- (g) "**Crisis Management Fund**" means the dollar amount set forth in Item 7(b) of the Declarations.
- (h) "**Crisis Management Loss**" means **Crisis Management Loss**, as that term is defined in Appendix D attached to this policy.
- (i) "**Crisis Management Services**" means **Crisis Management Services**, as that term is defined in Appendix D attached to this policy.
- (j) "**D&O Punitive Damages Sublimit of Liability**" means the **D&O Punitive Damages Sublimit of Liability**, if any, stated in Item 7(c) of the Declarations.
- (k) "**Defence Costs**" means the reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including premiums for any appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond), resulting solely from the investigation, adjustment, defence and appeal of a **Claim** against an **Insured**, but excluding compensation of any **Individual Insured**. **Defence Costs** shall not include any fees, costs or expenses incurred prior to the time that a **Claim** is first made against an **Insured**.
- (l) "**Derivative Demand**" means a written demand by shareholders upon the board of directors (or equivalent management body) of a **Company** requesting that it file, on behalf of the **Company**, a civil proceeding in a court of law against any **Executive** of the **Company** for a **Wrongful Act** of such **Executive** in order to obtain relief from damages arising out of such **Wrongful Acts**.
- (m) "**Employee**" means any past, present or future employee, other than an **Executive** of a **Company**, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, volunteer, seasonal and temporary employee. An individual who is leased to the **Company** shall also be an **Employee**, but only if the **Company** provides indemnification to such leased individual in the same manner as is provided to the **Company's** employees. Any other individual who is contracted to perform

work for the **Company**, or who is an independent contractor for the **Company** shall also be an **Employee**, but only if the **Company** provides indemnification to such individual in the same manner as that provided to the **Company's** employees, pursuant to a written contract.

(n) "**Executive**" means:

- (i) any past, present or future duly elected or appointed director, officer, management committee member or member of the Board of Managers;
- (ii) any past, present or future person in a duly elected or appointed position in an entity which is organized and operated in a **Foreign Jurisdiction** that is equivalent to an executive position listed in Definition (n)(i); or
- (iii) any past, present or future General Counsel and Risk Manager (or equivalent position) of the **Named Entity**.

(o) "**Financial Insolvency**" means the: (i) appointment by any government official, agency, commission, court or other governmental authority of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate an insolvent **Company**; (ii) the filing of a petition under the bankruptcy laws of Canada; or (iii) as to both (i) or (ii), any equivalent events outside Canada.

(p) "**Foreign Jurisdiction**" means any jurisdiction, other than Canada or any of their territories or possessions.

(q) "**Foreign Policy**" means the **Insurer's** or any other company of **AIG** Property Casualty, Inc.'s ("**AIG**") standard executive managerial liability policy (including all mandatory endorsements, if any) approved by **AIG** to be sold within a **Foreign Jurisdiction** that provides coverage substantially similar to the coverage afforded under this **D&O Coverage Section**. If more than one such policy exists, then "**Foreign Policy**" means the standard basic policy form typically offered for sale in that **Foreign Jurisdiction** for comparable risks by the **Insurer** or any other company of **AIG**. The term "**Foreign Policy**" shall not include any partnership managerial, pension trust or professional liability coverage.

(r) "**Indemnifiable Loss**" means **Loss** for which a **Company** has indemnified or is permitted or required to indemnify an **Individual Insured** pursuant to law, contract or the charter, bylaws, operating agreement or similar documents of a **Company**.

(s) "**Individual Insured**" means any:

- (i) **Executive** of a **Company**;
- (ii) **Employee** of a **Company**; or
- (iii) **Outside Entity Executive**.

(t) "**Insured**" means:

- (i) an **Individual Insured**; or
- (ii) a **Company**.

(u) "**Loss**" means damages, judgments, settlements, pre-judgment and post-judgment interest, **Crisis Management Loss** and **Defence Costs**; provided, however, **Loss** shall not include: (i) civil or criminal fines or penalties imposed by law; (ii) taxes; (iii) any amounts for which an **Insured** is not financially liable or which are without legal recourse to an **Insured**; or (iv) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed. **Defence Costs** shall be provided for items specifically excluded from **Loss** pursuant to subparagraphs (u)(i) through (u)(iv) above of this Definition, subject to the other terms, conditions and exclusions of this policy.

Loss shall specifically include, subject to the other terms, conditions and exclusions of this **D&O Coverage Section**, including, but not limited to, exclusions 4(a), 4(b) and 4(c) of this **D&O Coverage Section**, punitive, exemplary and multiple damages. As more fully set forth in Clause 5. "LIMIT OF LIABILITY" of this **D&O Coverage Section**, coverage under this **D&O Coverage Section** for punitive, exemplary and multiple damages is subject to any applicable **D&O Punitive Damages Sublimit of Liability** or **Shared Punitive Damages Sublimit of Liability**. The enforceability of the first sentence of this paragraph shall be governed by such applicable law which most favours coverage for punitive, exemplary and multiple damages.

- (v) "**Non- Indemnifiable Loss**" means **Loss** for which a **Company** has neither indemnified nor is permitted or required to indemnify an **Individual Insured** pursuant to law or contract or the charter, bylaws, operating agreement or similar document of a **Company**.
- (w) "**Outside Entity**" means:
 - (i) any not- for- profit organization; or
 - (ii) any other corporation, partnership, joint venture or other organization listed as an "**Outside Entity**" in an endorsement to this **D&O Coverage Section**.
- (x) "**Outside Entity Executive**" means any: (i) **Executive** of the **Company** serving in the capacity as director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the specific request or direction of the **Company**; or (ii) any other person listed as an **Outside Entity Executive** in an endorsement to this **D&O Coverage Section**. It is understood and agreed that, in the event of a disagreement between the **Company** and an individual as to whether such individual was acting "at the specific request or direction of the **Company**," this **D&O Coverage Section** shall abide by the determination of the **Company** on this issue and such determination shall be made by written notice to the **Insurer** within ninety (90) days after the **Claim** is first reported to the **Insurer** pursuant to the terms of the policy. In the event no determination is made within such period, this **D&O Coverage Section** shall apply as if the **Company** determined that such **Individual Insured** was not acting at the **Company's** specific request or direction.
- (y) "**Pollutants**" means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapour, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and **Waste**. "**Waste**" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- (z) "**Securities Claim**" means a **Claim** made against any **Insured**:
 - (i) alleging a violation of any federal, state, provincial, territorial, local or foreign regulation, rule, instrument, policy, blanket order, notice, ruling or statute regulating securities, including, but not limited to, the purchase or sale, or offer or solicitation of an offer to purchase or sell securities which is:
 - (1) brought by any person or entity alleging, arising out of, based upon or attributable to the purchase or sale, or offer or solicitation of an offer to purchase or sell, any securities of a **Company**; or
 - (2) brought by a security holder of a **Company** with respect to such security holder's interest in securities of such **Company**; or
 - (ii) brought derivatively on the behalf of a **Company** by a security holder of such **Company**.
- (aa) "**Shared Punitive Damages Sublimit of Liability**" means the **Shared Punitive Damages Sublimit of Liability**, if any, stated in Item 7(c) of the Declarations.
- (bb) "**Third Party Violation**" means any actual or alleged harassment (including sexual harassment, whether "quid pro quo", hostile work environment or otherwise) or unlawful

discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, or disability), or the violation of the civil rights of a person relating to such harassment or discrimination, when such acts are alleged to be committed against anyone other than an **Individual Insured** or applicant for employment with the **Company** or an **Outside Entity**.

(cc) "**Wrongful Act**" means:

- (i) with respect to any **Executive** or **Employee** of a **Company**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such **Executive** or **Employee** in their respective capacities as such, or any matter claimed against such **Executive** or **Employee** of a **Company** solely by reason of his or her status as an **Executive** or **Employee** of a **Company**;
- (ii) with respect to a **Company**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by a **Company**; or
- (iii) with respect to service on an **Outside Entity**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by an **Outside Entity Executive** in his or her capacity as such.

3. WORLDWIDE EXTENSION

For **Claims** made and maintained in a **Foreign Jurisdiction** for **Wrongful Acts** committed in such **Foreign Jurisdiction**, the **Insurer** shall apply to such **Claims** the provisions of the **Foreign Policy** in the **Foreign Jurisdiction** that are more favourable to such **Insured** in the **Foreign Jurisdiction**; provided however, that this paragraph shall apply only to provisions more favourable by virtue of insuring clauses, extensions, definitions, exclusions, pre-authorized securities or other defence counsel, discovery or extended reporting period, notice and authority, dispute resolution process or order of payments provisions, if any, of the **Foreign Policy** when compared to the same or similar clauses of this **D&O Coverage Section**. This paragraph shall not apply to excess provisions or policy provisions that address non-renewal, duty to defend, defence within or without limits, taxes, claims made and reported provisions or any other provision of this policy intended to govern coverage worldwide.

All premiums, limits, retentions, **Loss** and other amounts under this **D&O Coverage Section** are expressed and payable in the currency of Canada. If judgment is rendered, settlement is denominated or other elements of **Loss** are stated or incurred in a currency other than Canadian dollars, payment of covered **Loss** due under this **D&O Coverage Section** (subject to the terms, conditions and limitations of this **D&O Coverage Section**) will be made either in such other currency (at the option of the **Insurer** and if agreeable to the **Named Entity**) or, in Canada dollars, at the rate of exchange published in The National Post on the date the **Insurer's** obligation to pay such **Loss** is established (or if not published on such date the next publication date of The National Post).

4. EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which any final adjudication establishes the **Insured** was not legally entitled;
- (b) arising out of, based upon or attributable to: (i) the purchase or sale by an **Insured** of securities of the **Company** within the meaning of Section 76 of the Ontario *Securities Act*, R.S.O. 1990, c. S. 5, Section 131(4) of the *Canada Business Corporation Act*, R.S.C. 1985, c. C-44, or Section 16(b) of the *Securities Exchange Act of 1934* (or amendments to such statutes), or similar provisions of any provincial, state, or foreign statutory if any final adjudication establishes that such violation occurred; or (ii) the payment to any **Insured** of any remuneration without the previous approval of the stockholders of the **Company**, if any final adjudication establishes such payment was illegal;

- (c) arising out of, based upon or attributable to the committing of any deliberate criminal or deliberate fraudulent or dishonest act, or any willful violation of any statute, rule or law, if any final adjudication establishes that such deliberate criminal, deliberate fraudulent or dishonest act or willful violation of statute, rule or law was committed;
- (d) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or **Related Wrongful Act(s)** alleged or contained in any claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this **D&O Coverage Section** is a renewal or replacement of in whole or in part or which it may succeed in time;
- (e) alleging, arising out of, based upon or attributable to, as of the **Continuity Date**, any pending or prior: (i) litigation; or (ii) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging any **Wrongful Act** which is the same or **Related Wrongful Act(s)** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;
- (f) with respect to an **Outside Entity Executive**, for any **Wrongful Act** occurring prior to the **Continuity Date** if any **Insured**, as of such **Continuity Date**, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this **D&O Coverage Section**.
- (g) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in any capacity, other than as an **Executive** or **Employee** of a **Company**, or as an **Outside Entity Executive** of an **Outside Entity**;
- (h) for any **Wrongful Act** arising out of an **Individual Insured** serving in a capacity as an **Outside Entity Executive** of an **Outside Entity** if such **Claim** is brought by the **Outside Entity** or any **Executive** thereof; or which is brought by any security holder of the **Outside Entity**, whether directly or derivatively, unless such security holder's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of the **Outside Entity**, the **Company**, or any **Executive** of the **Outside Entity** or the **Company**; provided, however, this exclusion shall not apply to:
 - (i) any **Claim** brought by an **Executive** of an **Outside Entity** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a **Claim** that is covered by this **D&O Coverage Section**;
 - (ii) in any bankruptcy proceeding by or against an **Outside Entity**, any **Claim** brought by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such **Outside Entity**;
 - (iii) any **Claim** brought by any past **Executive** of an **Outside Entity** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for an **Outside Entity** for at least four (4) years prior to such **Claim** being first made against any person; or
 - (iv) any **Claim** brought by an **Executive** of an **Outside Entity** formed and operating in a **Foreign Jurisdiction** against any **Outside Entity Executive** of such **Outside Entity**, provided that such **Claim** is brought and maintained outside the United States, Canada or any other common law country (including any territories thereof);
- (i) which is brought by or on behalf of a **Company** or any **Individual Insured**, other than an **Employee** of a **Company**; or which is brought by any security holder of the **Company**, whether directly or derivatively, unless such security holder's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any **Company** or any **Executive** of a **Company**; provided, however, this exclusion shall not apply to:

- (i) any **Claim** brought by an **Individual Insured** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a **Claim** which is covered by this policy;
 - (ii) in any bankruptcy proceeding by or against a **Company**, any **Claim** brought by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such **Company**;
 - (iii) any **Claim** brought by any past **Executive** of a **Company** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for a **Company** for at least four (4) years prior to such **Claim** being first made against any person; or
 - (iv) any **Claim** brought by an **Executive** of a **Company** formed and operating in a **Foreign Jurisdiction** against such **Company** or any **Executive** thereof, provided that such **Claim** is brought and maintained outside the United States, Canada or any other common law country (including any territories thereof);
- (j) alleging, arising out of, based upon or attributable to any public offering of securities by a **Company**, an **Outside Entity** or an **Affiliate** or alleging a purchase or sale of such securities subsequent to such public offering; provided, however, this exclusion will not apply to:
- (i) any purchase or sale of securities exempted pursuant to Section 3(b) of the Securities Act of 1933. Coverage for such purchase or sale transaction shall not be conditioned upon payment of any additional premium; provided, however, the **Named Entity** shall give the **Insurer** written notice of any public offering exempted pursuant to Section 3(b), or any public offering occurring in Canada together with full particulars and as soon as practicable, but not later than thirty (30) days after the effective date of the public offering;
 - (ii) any public offering of securities (other than a public offering described in subparagraph 4(j)(i) above), as well as any purchase or sale of such securities subsequent to such public offering, in the event that within thirty (30) days prior to the effective time of such public offering: (1) the **Named Entity** shall give the **Insurer** written notice of such public offering together with full particulars and underwriting information required thereto; and (2) the **Named Entity** accepts such terms, conditions and additional premium required by the **Insurer** for such coverage. Such coverage is also subject to the **Named Entity** paying when due any such additional premium. In the event the **Company** gives written notice with full particulars and underwriting information pursuant to subpart 4(j)(ii)(1) above, then the **Insurer** must offer a quote for coverage under this paragraph; or
 - (iii) any **Claim** for **Loss** alleging a **Wrongful Act** which occurred during the **Insured's** preparations to commence an initial public offering ("**IPO**") and which occurred at any time prior to 12:01 a.m. on the date the initial public offering commences ("**IPO Effective Time**"), including any **Claim** for **Loss** alleging a **Wrongful Act** which occurred during the road show; provided, however that the coverage otherwise afforded under this subparagraph (iii) shall be deemed to be void *ab initio* effective the **IPO Effective Time**; provided further, however, that coverage shall not be deemed void *ab initio* if (1) the **Claim** is first made and reported pursuant to Clause 6(a) of the **General Terms and Conditions** prior to the **IPO Effective Time**, and (2) a public company D&O policy is not applicable to such **Claim**;
- (k) alleging, arising out of, based upon or attributable to the purchase by a **Company** of securities of a "**Publicly Traded Entity**" in a transaction which resulted, or would result, in such entity becoming an **Affiliate** or a **Subsidiary** of a **Company**; provided, however, this exclusion shall not apply in the event that within thirty (30) days prior to it becoming an **Affiliate** or **Subsidiary**, the **Named Entity** gives written notice of the transaction to

the **Insurer** together with full particulars and underwriting information required and agrees to any additional premium or amendment of the provisions of this **D&O Coverage Section** required by the **Insurer** relating to the transaction. Further, coverage as shall be afforded to the transaction is conditioned upon the **Named Entity** paying when due any additional premium required by the **Insurer** relating to the transaction. An entity is a **Publicly Traded Entity** if any securities of such entity have previously been subject to a public offering;

- (l) for bodily injury, sickness, disease or death of any person, or damage to, loss of use of or destruction of any tangible property; provided, however, this exclusion shall not apply to **Securities Claims**;
- (m) for emotional distress or mental anguish, or for injury from libel or slander, or defamation or disparagement, or for injury from a violation of a person's right of privacy; provided, however, this exclusion shall not apply to any **Securities Claim**;
- (n) for: (i) any actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**; provided, however, this exclusion shall not apply to:
 - (1) **Non-Indemnifiable Loss**, other than **Non-Indemnifiable Loss** constituting **Cleanup Costs**; or
 - (2) **Loss** in connection with a **Securities Claim**, other than **Loss** constituting **Clean-up Costs**;
- (o) for violation(s) of any of the responsibilities, obligations or duties imposed by the *Pension Benefits Standards Act*, R.S.C. 1985, c. 32, the Ontario *Pension Benefits Act*, R.S.O., c. P.8 (or any equivalent provincial or territorial legislation), the Ontario *Employment Standards Act*, 2000 S.O. 2000, c. 41 (or any equivalent provincial or territorial legislation), the *Canada Labour Code*, R.S.C. 1985, c. L.2 (or any equivalent provincial or territorial legislation), the *Labour Adjustments Benefits Act*, R.S. 1995, c.L- 1 (or any equivalent provincial or territorial legislation), the *Labor Relations Act* 1995 S.O. 1995, Sched. A (or any equivalent provincial or territorial legislation), the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 (or any equivalent provincial or territorial legislation), the *Employee Retirement Income Security Act of 1974*, the *Fair Labor Standards Act*, the *National Labor Relations Act*, the *Worker Adjustment and Retraining Notification Act*, the *Consolidated Omnibus Budget Reconciliation Act*, the *Occupational Safety and Health Act*, or any violation of any federal, provincial, territorial, state, municipal or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto;
- (p) alleging, arising out of, based upon or attributable to the ownership, management, maintenance or control by the **Company** of any captive insurance company or entity, including, but not limited, to any **Claim** alleging the insolvency or bankruptcy of the **Named Entity** as a result of such ownership, operation, management or control;
- (q) alleging, arising out of, based upon, or attributable to the employment of any individual or any employment practice, including, but not limited to, wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim;
- (r) alleging, arising out of, based upon, or attributable to a **Third Party Violation**; provided, however, this exclusion shall not apply to a **Securities Claim**;
- (s) alleging, arising out of, based upon, or attributable to:
 - (i) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time domestic or foreign governmental or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated;

- (ii) payments, commissions, gratuities, benefits or any other favours to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, members, principal shareholders, owners or employees, or affiliates (as that term is defined in the Securities Exchange Act of 1934, including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) or any customers of the **Company** or any members of their family or any entity with which they are affiliated; or
- (iii) political contributions, whether domestic or foreign; or
- (t) with respect to Coverage B(i) only:
 - (i) for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights;
 - (ii) for any actual or alleged violation of any law, whether statutory, regulatory or common law, respecting any of the following activities: anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships;
 - (iii) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Company** or any other **Insured** under any express contract or agreement; provided, however, this exclusion shall not apply to liability which would have attached in the absence of such express contract or agreement; or
 - (iv) seeking fines or penalties or non-monetary relief against the **Company**; provided, however, that this exclusion shall not apply to any **Securities Claim**.

For the purpose of determining the applicability of the foregoing Exclusions, other than exclusions 4(d), 4(e), 4(h), 4(i) and 4(t): (1) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any other **Individual Insured**; and (2) only facts pertaining to and knowledge possessed by any past, present or future chief executive officer, chief operating officer or chief financial officer (or equivalent positions) of the **Company** shall be imputed to the **Company**.

5. LIMIT OF LIABILITY

The following provisions shall apply in addition to the provisions of Clause 4. of the **General Terms and Conditions**:

CRISISFUND® INSURANCE

The maximum limit of the **Insurer's** liability for all **Crisis Management Loss** arising from all **Crisis Management Events** occurring during the **Policy Period** or the **Discovery Period** (if applicable), in the aggregate, shall be the amount set forth in Item 7(b) of the Declarations as the **Crisis Management Fund**. This **Crisis Management Fund** shall be the maximum limit of the **Insurer** under this **D&O Coverage Section** for **Crisis Management Loss**, regardless of the number of **Crisis Management Events** occurring during the **Policy Period**; provided, however, the **Crisis Management Fund** shall be part of and not in addition to the **Policy Aggregate Limit of Liability** stated in the Item 7(a) of the Declarations and any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to this **D&O Coverage Section** as set forth in Item 3 of the Declarations.

COSTS OF INVESTIGATION FOR DERIVATIVE DEMAND

The maximum limit of the **Insurer's** liability for **Costs of Investigation** arising from all **Company Shareholder Derivative Investigations** occurring during the **Policy Period** or the **Discovery Period** (if applicable), in the aggregate, shall be the amount set forth in Item 7(d) of the Declarations (the "**Costs of Investigation Sublimit of Liability**"). The **Costs of Investigation Sublimit of Liability** is the maximum limit of the **Insurer** under this **D&O Coverage Section** for **Costs of Investigation** regardless of the number of such **Company Shareholder Derivative Investigations** occurring during the **Policy Period** or the **Discovery**

Period (if applicable), or the number of **Executives** subject to such **Company Shareholder Derivative Investigations**; provided, however, that the **Costs of Investigation Sublimit of Liability** shall be part of and not in addition to the **Policy Aggregate Limit of Liability** set forth in Item 7(a) of the Declarations and any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to this **D&O Coverage Section** as set forth in Item 3 of the Declarations.

PUNITIVE DAMAGES SUBLIMIT OF LIABILITY

If Item 7(c) of the Declarations indicates that the **D&O Punitive Damages Sublimit of Liability** was elected, then the **D&O Punitive Damages Sublimit of Liability** is the limit of the **Insurer's** liability for punitive, exemplary and multiple damages under this **D&O Coverage Section**. If Item 7(c) of the Declarations indicates that a **Shared Punitive Damages Sublimit of Liability** was elected, then the **Shared Punitive Damages Sublimit of Liability** is the limit of the **Insurer's** liability under both this **D&O Coverage Section** and the **EPL Coverage Section** combined for punitive, exemplary and multiple damages. If Item 7(c) of the Declarations indicates that no sublimit of liability is applicable to punitive damages, then neither the **D&O Punitive Damages Sublimit of Liability** nor the **Shared Punitive Damages Sublimit of Liability** is applicable to punitive, exemplary and multiple damages under this **D&O Coverage Section**. The **D&O Punitive Damages Sublimit of Liability** and the **Shared Punitive Damages Sublimit of Liability**, if applicable, shall be a part of and not in addition to **Policy Aggregate Limit of Liability** stated in the Item 7(a) of the Declarations and any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to this **D&O Coverage Section** as set forth in Item 3 of the Declarations.

6. RETENTION CLAUSE

The following provision shall apply in addition to the provisions of Clause 5. **RETENTION** of the **General Terms and Conditions**:

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount stated in Item 3 of the Declarations for this **D&O Coverage Section**, such Retention amount to be borne by the **Company** and/or the **Insureds** and shall remain uninsured, with regard to: (i) all **Indemnifiable Loss**; and (ii) **Loss** of the **Company**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Related Wrongful Act(s)**.

It is further understood and agreed that in the event the **Company** is unable to pay an applicable Retention amount due to **Financial Insolvency**, then the **Insurer** shall commence advancing **Loss** within the Retention; provided, however, that the **Insurer** shall be entitled to recover the amount of **Loss** advanced within the Retention from the **Company** pursuant to Clause 10. **SUBROGATION** of the **General Terms and Conditions**.

No Retention amount is applicable to **Crisis Management Loss** or **Non-Indemnifiable Loss**.

7. DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)

The **Insurer** does not assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them.

Notwithstanding the foregoing, the **Insureds** shall have the right to tender the defence of the **Claim** to the **Insurer**, which right shall be exercised in writing by the **Named Entity** on behalf of all **Insureds** to the **Insurer** pursuant to the notice provisions of Clause 12 of the **General Terms and Conditions**. This right shall terminate if not exercised within thirty (30) days of the date the **Claim** is first made against an **Insured**. Further, from the date the **Claim** is first made against an **Insured** to the date when the **Insurer** accepts the tender of the defence of such **Claim**, the **Insureds** shall take no action, or fail to take any required action, that prejudices the rights of any **Insured** or the **Insurer** with respect to such **Claim**. Provided that the **Insureds** have complied with the foregoing, the **Insurer** shall be obligated to assume the defence of the **Claim**, even if such **Claim** is groundless, false or fraudulent. The assumption

of the defence of the **Claim** shall be effective upon written confirmation sent thereof by the **Insurer** to the **Named Entity**. Once the defence has been so tendered, the **Insured** shall have the right to effectively associate with the **Insurer** in the defence and the negotiation of any settlement of any **Claim**, subject to the provisions of this Clause 7; provided, however, the **Insurer** shall not be obligated to defend such **Claim** after the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or **Shared Limit of Liability** have been exhausted.

When the **Insurer** has not assumed the defence of a **Claim** pursuant to this Clause 7, the **Insurer** nevertheless shall advance, at the written request of the **Insured**, **Defence Costs** prior to the final disposition of a **Claim**. Such advanced payments by the **Insurer** shall be repaid to the **Insurer** by each and every **Insured** or the **Company**, severally according to their respective interests, in the event and to the extent that any such **Insured** or the **Company** shall not be entitled under the terms and conditions of this **D&O Coverage Section** to payment of such **Loss**.

The **Insurer** shall have the right to fully and effectively associate with each and every **Insured** in the defence of any **Claim** that appears reasonably likely to involve the **Insurer**, including, but not limited to, negotiating a settlement. Each and every **Insured** agrees to provide such information as the **Insurer** may reasonably require and to give the **Insurer** full cooperation, including:

- (a) cooperating with and helping the **Insurer**:
 - (i) in making settlements, subject to subparagraph 7(b) below;
 - (ii) in enforcing any legal rights the **Insured** may have against anyone who may be liable to the **Insured**;
 - (iii) by attending depositions, hearings and trials; and
 - (iv) by securing and giving evidence, and obtaining the attendance of witnesses; and
- (b) taking such actions which, in such **Insured's** judgment, are deemed necessary and practicable to prevent or limit **Loss** arising from any **Wrongful Act**.

Additionally, the **Insured** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defence Costs** without the prior written consent of the **Insurer**. If the **Insured** admits or assumes any liability in connection with any **Claim** without the consent of the **Insurer**, then the **Insurer** shall not have any obligation to pay **Loss** with respect to such **Claim**. Only those settlements, stipulated judgments and **Defence Costs** which have been consented to by the **Insurer** shall be recoverable as **Loss** under the terms of this **D&O Coverage Section**. The **Insurer** shall not unreasonably withhold any consent required under this **D&O Coverage Section**, provided that the **Insurer**, when it has not assumed the defence of a **Claim** pursuant to this Clause 7, shall be entitled to effectively associate in the defence and the negotiation of any settlement of any **Claim**, and provided further that in all events the **Insurer** may withhold consent to any settlement, stipulated judgment or **Defence Costs**, or any portion thereof, to the extent such **Loss** is not covered under the terms of this **D&O Coverage Section**. In addition, the **Insured** shall not take any action, without the **Insurer's** written consent, which prejudices the **Insurer's** rights under this **D&O Coverage Section**.

This Clause 7 shall not be applicable to **Crisis Management Loss**.

8. COSTS OF INVESTIGATION FOR DERIVATIVE DEMAND COVERAGE PROVISION

It is understood and agreed that the **Company** shall be entitled to payment under Coverage D of this **D&O Coverage Section** for reimbursement of its covered **Costs of Investigation** ninety (90) days after: (i) the **Company** has made its final decision not to bring a civil proceeding in a court of law against any of its **Executives**, and (ii) such decision has been communicated to the shareholders who made the **Derivative Demand** upon the **Company**.

However, such payment shall be subject to an undertaking by the **Company**, in a form acceptable to the **Insurer**, that the **Company** shall return to the **Insurer** such payment in the event any **Company** or any shareholder of the **Company** brings a **Claim** alleging, arising out of, based upon or attributable to any **Wrongful Acts** which were the subject of the **Derivative Demand**.

Nothing in this **D&O Coverage Section**, including Coverage D, shall be construed to afford coverage under this **D&O Coverage Section** for any **Claim** brought by the **Company** against one or more of its own **Executives**, other than **Costs of Investigation** incurred in a covered **Company Shareholder Derivative Investigation**. Payment of any **Costs of Investigation** under this **D&O Coverage Section** shall not waive any of the **Insurer's** rights under this policy or at law.

9. PRE-AUTHORIZED DEFENCE ATTORNEYS FOR SECURITIES CLAIMS

This Clause 9 applies only to **Securities Claims**.

Affixed as Appendix A hereto and made a part of this **D&O Coverage Section** is a list of Panel Counsel law firms ("**Panel Counsel Firms**") from which a selection of legal counsel shall be made to conduct the defence of any **Securities Claim** against an **Insured** pursuant to the terms set forth in this Clause.

In the event the **Insurer** has assumed the defence pursuant to Clause 7. of this **D&O Coverage Section**, then the **Insurer** shall select a **Panel Counsel Firm** to defend the **Insureds**. In the event the **Insureds** are already defending a **Securities Claim**, then the **Insureds** shall select a Panel Counsel Firm to defend the **Insureds**.

The selection of the **Panel Counsel Firm**, whether done by the **Insurer** or the **Insureds**, shall be from the list of **Panel Counsel Firms** designated for the type of **Claim** and be from the jurisdiction in which the **Securities Claim** is brought. In the event a **Securities Claim** is brought in a jurisdiction not included on the appropriate list, the selection shall be made from a listed jurisdiction which is the nearest geographic jurisdiction to either where the **Securities Claim** is maintained or where the corporate headquarters or state of formation of the **Named Entity** is located. In such instance, however, the **Insurer** shall, at the written request of the **Named Entity**, assign a non-Panel Counsel Firm of the **Insurer's** choice in the jurisdiction in which the **Securities Claim** is brought to function as "local counsel" on the **Securities Claim** to assist the **Panel Counsel Firm** which will function as "lead counsel" in conducting the defence of the **Securities Claim**.

With the express prior written consent of the **Insurer**, an **Insured** may select (in the case of the **Insured** defending the **Claim**), or cause the **Insurer** to select (in the case of the **Insurer** defending the **Claim**), a **Panel Counsel Firm** different from that selected by other **Insured** defendants if such selection is required due to an actual conflict of interest or is otherwise reasonably justifiable.

The list of **Panel Counsel Firms** may be amended from time to time by the **Insurer**. However, no change shall be made during the **Policy Period** to the **Panel Counsel Firms** listed in Appendix A without the consent of the **Named Entity**.

10. REPRESENTATIONS AND SEVERABILITY

In granting coverage under this **D&O Coverage Section**, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this **D&O Coverage Section** as being accurate and complete. All such statements and representations are the basis of this **D&O Coverage Section** and are to be considered as incorporated into this **D&O Coverage Section**.

The **Insureds** agree that in the event that the particulars and statements contained in the **Application** are not accurate and complete and materially affect either the acceptance of the

risk or the hazard assumed by the **Insurer** under the policy, then this **D&O Coverage Section** shall be void *ab initio* as to any **Insured** who knew as of the inception date of the **Policy Period** of the facts that were not accurately and completely disclosed in the **Application** (whether or not such **Insured** knew that such facts were not accurately and completely disclosed in the **Application**). Solely for purposes of determining whether this **D&O Coverage Section** shall be void *ab initio* as to an **Insured**, such aforesaid knowledge possessed by any **Insured** shall not be imputed to any other **Insured**.

11. ORDER OF PAYMENTS

In the event of **Loss** arising from any **Claim** for which payment is due under the provisions of this **D&O Coverage Section** but which **Loss**, in the aggregate, exceeds the remaining available **Separate Limit of Liability** or **Shared Limit of Liability** applicable to this **D&O Coverage Section**, then the **Insurer** shall:

- (a) first pay such **Loss** for which coverage is provided under Coverage A of this **D&O Coverage Section**, then with respect to whatever remaining amount of the applicable **Separate Limit of Liability** or **Shared Limit of Liability** is available after payment of such **Loss**,
- (b) then pay such **Loss** for which coverage is provided under Coverage B(ii) of this **D&O Coverage Section**, and
- (c) then pay such **Loss** for which coverage is provided under Coverage B(i), C or D of this **D&O Coverage Section**.

In the event of **Loss** arising from a **Claim** for which payment is due under the provisions of this **D&O Coverage Section** (including those circumstances described in the first paragraph of this Clause 11), the **Insurer** shall at the written request of the **Named Entity**:

- (a) first pay such **Loss** for which coverage is provided under Coverage A of this **D&O Coverage Section**, then
- (b) either pay or hold payment for such **Loss** for which coverage is provided under Coverage B, C or D of this **D&O Coverage Section**.

In the event that the **Insurer** withholds payment under Coverage B, C or D of this **D&O Coverage Section** pursuant to the above request, then the **Insurer**, shall at any time in the future, at the request of the **Named Entity** release such **Loss** payment to the **Company**, or make such **Loss** payment directly to the **Individual Insured** in the event of covered **Loss** under any **Claim** covered under this **D&O Coverage Section** pursuant to Coverage A of this **D&O Coverage Section**.

The **Financial Insolvency** of any **Company** or any **Individual Insured** shall not relieve the **Insurer** of any of its obligations to prioritize payment of covered **Loss** under this **D&O Coverage Section** pursuant to this Clause 11.



AIG Insurance Company of Canada
(herein called the **Insurer**)

PrivateEdge PlusSM

Employment Practices Liability Insurance
("EPL Coverage Section")

Notice: Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to this EPL Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this EPL Coverage Section.

In consideration of the payment of the premium, and in reliance upon the statements made to the **Insurer** by **Application**, which forms a part of this policy, the **Insurer** agrees as follows:

1. INSURING AGREEMENTS

With respect to the Insuring Agreement and the Defence Provisions of this Clause 1, solely with respect to **Claims** first made during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy, and subject to the other terms, conditions and limitations of this policy, this **EPL Coverage Section** affords the following coverage:

This **EPL Coverage Section** shall pay the **Loss** of an **Insured** arising from a **Claim** first made against such **Insured** for any **Wrongful Act**. The **Insurer** shall, in accordance with and subject to Clause 6 of this **EPL Coverage Section**, advance **Defence Costs** of such **Claim** prior to its final disposition.

DEFENCE PROVISIONS

The **Insurer** does not assume any duty to defend; provided, however, the **Named Entity** may at its sole option tender to the **Insurer** the defence of a **Claim** for which coverage is provided by this **EPL Coverage Section** in accordance with Clause 6 of this **EPL Coverage Section**. Regardless of whether the defence is so tendered, the **Insurer** shall advance **Defence Costs** of such **Claim**, excess of the applicable Retention amount, prior to its final disposition. Selection of counsel to defend a **Designated Employment Practices Claim** shall be made in accordance with Clause 7 of this **EPL Coverage Section**.

2. DEFINITIONS

(a) "**Claim**" means:

- (i) a written demand for monetary or non-monetary relief (including any request to toll or waive any statute of limitations);
- (ii) a civil, criminal, administrative, regulatory or arbitration proceeding for monetary or non-monetary relief which is commenced by:
 - (1) issuance of a notice of action, statement of claim, writ of summons, complaint or similar pleading;
 - (2) return of an indictment, laying of an information, the filing of a notice of charges or the issuance or filing of a similar legal document (in the case of a criminal proceeding); or
 - (3) receipt or filing of a notice of charges; or
- (iii) an administrative or regulatory investigation when conducted by the Equal

Employment Opportunity Commission ("EEOC"), or similar federal, state, provincial, territorial, local or foreign agency, which is commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to the **Insured**.

However, in no event shall the term "**Claim**" include any labour or grievance proceeding which is subject to a collective bargaining agreement.

- (b) "**Defence Costs**" means the reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including premiums for any appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defence and appeal of a **Claim** against the **Insureds**, but excluding compensation of any **Individual Insured**. **Defence Costs** shall not include any fees, costs or expenses incurred prior to the time that a **Claim** is first made against an **Insured**.
- (c) "**Designated Employment Practices Claim**" means a **Claim**: (i) alleging discrimination or **Retaliation**; or (ii) that is certified as, or which is seeking certification as, a class action.
- (d) "**EPL Punitive Damages Sublimit of Liability**" means the **EPL Punitive Damages Sublimit of Liability**, if any, stated in Item 7(c) of the Declarations.
- (e) "**Employee**" means any past, present or future employee, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, volunteer, seasonal and temporary employee in his or her capacity as such. An individual who is leased to the **Company** shall also be an **Employee**, but only if the **Company** provides indemnification to such leased individual in the same manner as is provided to the **Company's** employees. Any other individual who is contracted to perform work for the **Company**, or who is an independent contractor for the **Company**, shall also be an **Employee**, but only if the **Company** provides indemnification to such individual in the same manner as that provided to the **Company's** employees, pursuant to a written contract.
- (f) "**Employment Contract**" means any contract relating in any way to, or governing, in whole or in part, any term or aspect of the employment of an **Employee** by the **Company**, whether oral or written, express or implied.
- (g) "**Employment Practices Violation**" means any actual or alleged:
 - (i) wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
 - (ii) harassment (including sexual harassment whether "quid pro quo", hostile work environment or otherwise);
 - (iii) discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, or disability);
 - (iv) **Retaliation**;
 - (v) employment-related misrepresentation(s) to an **Employee** of the **Company** or applicant for employment with the **Company** or an **Outside Entity**;
 - (vi) employment-related libel, slander, humiliation, defamation or invasion of privacy;
 - (vii) wrongful failure to employ or promote;
 - (viii) wrongful deprivation of career opportunity with the **Company**, wrongful demotion or negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an employee reference;

(ix) wrongful discipline;

(x) failure to grant tenure; or

(xi) with respect to any of the foregoing items (i) through (x) of this definition: negligent hiring, retention, training or supervision, infliction of emotional distress or mental anguish, failure to provide or enforce adequate or consistent corporate policies and procedures, or violation of an individual's civil rights;

but only if the **Employment Practices Violation** relates to an **Employee** of a **Company** or an **Outside Entity**, or applicants for employment with a **Company** or an **Outside Entity**, whether committed directly, indirectly, intentionally or unintentionally.

(h) "**Executive**" means:

(i) any past, present or future duly elected or appointed director, officer, management committee member or member of the Board of Managers;

(ii) any past, present or future person in a duly elected or appointed position in an entity which is organized and operated in a **Foreign Jurisdiction** that is equivalent to an executive position listed in Definition (g)(i); or

(iii) any past, present or future General Counsel and Risk Manager (or equivalent position) of the **Named Entity**.

(i) "**Financial Insolvency**" means the: (i) appointment by any government official, agency, commission, court or other governmental authority of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate an insolvent **Company**; (ii) the filing of a petition under the bankruptcy laws of Canada; or (iii), as to both (i) or (ii), any equivalent events outside Canada.

(j) "**Foreign Jurisdiction**" means any jurisdiction, other than Canada or any of its territories or possessions.

(k) "**Indemnifiable Loss**" means **Loss** for which a **Company** has indemnified or is permitted or required to indemnify an **Individual Insured** pursuant to law, contract or the charter, bylaws, operating agreement or similar documents of a **Company**.

(l) "**Individual Insured**" means any:

(i) **Executive** of a **Company**;

(ii) **Employee** of a **Company**; or

(iii) **Outside Entity Executive**.

(m) "**Insured**" means:

(i) an **Individual Insureds**; or

(ii) a **Company**.

(n) "**Loss**" means damages (including back pay and front pay), judgments, settlements, pre- and post-judgment interest and **Defence Costs**; provided, however, **Loss** shall not include: (i) civil or criminal fines or penalties imposed by law; (ii) taxes; (iii) any amounts for which an **Insured** is not financially liable or which are without legal recourse to an **Insured**; (iv) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; (v) any liability or costs incurred by any **Insured** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar; (vi) matters which may be

deemed uninsurable under the law pursuant to which this policy shall be construed. **Defence Costs** shall be provided for items specifically excluded from **Loss** pursuant to subparagraphs (n)(i) through (n)(vi) above of this Definition, subject to the other terms, conditions and exclusions of this policy.

Loss shall specifically include, subject to the other terms, conditions and exclusions of this **EPL Coverage Section**, including, but not limited to, Exclusion 3(a) of this **EPL Coverage Section**, punitive, exemplary and multiple damages (including the multiple or liquidated damages awards under the Age Discrimination in Employment Act and the Equal Pay Act). As more fully set forth in Clause 4. "PUNITIVE DAMAGES SUBLIMIT OF LIABILITY" of this **EPL Coverage Section**, coverage under this **EPL Coverage Section** for punitive, exemplary and multiple damages is subject to any applicable **EPL Punitive Damages Sublimit of Liability** or **Shared Punitive Damages Sublimit of Liability**. The enforceability of the first sentence of this paragraph shall be governed by such applicable law which most favours coverage for punitive, exemplary and multiple damages.

- (o) "**Outside Entity**" means:
 - (i) any not-for-profit organization; or
 - (ii) any other corporation, partnership, joint venture or other organization listed by endorsement to this policy or **EPL Coverage Section**.
- (p) "**Outside Entity Executive**" means any **Executive** of the **Company** serving in the capacity as director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the specific request or direction of the **Company**. It is understood and agreed that, in the event of a disagreement between the **Company** and an individual as to whether such individual was acting "at the specific request or direction of the **Company**," this **EPL Coverage Section** shall abide by the determination of the **Company** on this issue and such determination shall be made by written notice to the **Insurer** within ninety (90) days after the **Claim** is first reported to the **Insurer** pursuant to the terms of the policy. In the event no determination is made within such period, this **EPL Coverage Section** shall apply as if the **Company** determined that such **Individual Insured** was not acting at the **Company's** specific request or direction.
- (q) "**Retaliation**" means a retaliatory act of an **Insured** alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an **Employee** of the **Company** or an **Outside Entity** to a superior or to any governmental agency of any act by an **Insured** which is alleged to be a violation of any federal, provincial, territorial, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an **Employee** of the **Company** or an **Outside Entity** of any right that such **Employee** has under law, including rights under worker's compensation laws, the Canada Labour Code, R.S.C. 1985, c. L-2, the Canadian Human Rights Act, R.S.C. 1985, c. H-6, the Employment Equity Act, R.S.C. 1985, c. 23 (2nd supp.), the Family and Medical Leave Act, the Americans with Disabilities Act or any law relating to employee rights; or (4) strikes of an **Employee** of the **Company** or an **Outside Entity**.
- (r) "**Settlement Opportunity**" means an **Insurer** recommended settlement that is within the **Policy Aggregate Limit of Liability**, **Separate Limit of Liability** or **Shared Limit of Liability**, if any, and that is acceptable to the claimant.
- (s) "**Shared Punitive Damages Sublimit of Liability**" means the **Shared Punitive Damages Sublimit of Liability**, if any, stated in Item 7(c) of the Declarations.
- (t) "**Third Party Violation**" means any actual or alleged harassment or unlawful discrimination, as described in subparagraphs 2(g)(ii) and 2(g)(iii) of the definition of **Employment Practices Violation**, or the violation of the civil rights of a person relating to such harassment or discrimination, when such acts are alleged to be committed against

anyone other than an **Individual Insured** or applicant for employment with the **Company** or an **Outside Entity**, including, but not limited to, students, patients, members, customers, vendors and suppliers.

- (u) "**Wrongful Act**" means any actual or alleged (i) **Employment Practices Violation**, or (ii) **Third Party Violation**.

3. EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

- (a) arising out of, based upon or attributable to the committing of any deliberate criminal or deliberate fraudulent act by the **Insured** if any final adjudication establishes that such deliberate criminal or deliberate fraudulent act was committed;
- (b) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or **Related Wrongful Acts** alleged or contained in any claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this **EPL Coverage Section** is a renewal or replacement of in whole or in part or which it may succeed in time;
- (c) alleging, arising out of, based upon or attributable to, as of the **Continuity Date**, any pending or prior: (i) litigation; or (ii) **EEOC** (or similar state, provincial, territorial, local or foreign agency) proceeding or investigation of which an **Insured** had notice, or alleging any **Wrongful Act** which is the same or **Related Wrongful Act** to that alleged in such pending or prior litigation or EEOC (or similar state, provincial, territorial, local or foreign agency) proceeding or investigation;
- (d) with respect to an **Outside Entity Executive**, for any **Wrongful Act** occurring prior to the **Continuity Date** if the **Insured**, as of such **Continuity Date**, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this **EPL Coverage Section**;
- (e) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in any capacity, other than as an **Executive** or **Employee** of a **Company**, or as an **Outside Entity Executive** of an **Outside Entity**;
- (f) for bodily injury (other than emotional distress or mental anguish), sickness, disease, or death of any person, or damage to, loss of use of or destruction of any tangible property;
- (g) for violation(s) of any of the responsibilities, obligations or duties imposed by the *Pension Benefits Standards Act*, R.S.C. 1985, c. 32, the Ontario *Pension Benefits Act*, R.S.O., c. P.8 (or any equivalent provincial or territorial legislation), the Ontario *Employment Standards Act*, 2000 S.O. 2000, c. 41 (or any equivalent provincial or territorial legislation), the *Canada Labour Code*, R.S.C. 1985, c. L.2 (or any equivalent provincial or territorial legislation), the *Labour Adjustments Benefits Act*, R.S. 1995, c.L- 1 (or any equivalent provincial or territorial legislation), the *Labor Relations Act* 1995 S.O. 1995, Sched. A (or any equivalent provincial or territorial legislation), the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 (or any equivalent provincial or territorial legislation), the *Employee Retirement Income Security Act of 1974*, the *Fair Labor Standards Act*, the *National Labor Relations Act*, the *Worker Adjustment and Retraining Notification Act*, the *Consolidated Omnibus Budget Reconciliation Act*, the *Occupational Safety and Health Act*, or any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, provincial, territorial, state, municipal or foreign statutory law or common law; provided, however, this exclusion shall not apply to the extent that a **Claim** is for **Retaliation**;
- (h) alleging, arising out of, based upon, attributable to or in any way relating to:

- (i) the refusal, failure or inability of any **Insured** to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered (as opposed to tort-based back pay or front pay damages for torts other than conversion);
- (ii) improper payroll deductions taken by any **Insured** from any **Employee** or purported **Employee**; or
- (iii) failure to provide or enforce legally required meal or rest break periods;

provided, however, this exclusion shall not apply to the extent that a **Claim** is for **Retaliation**;

- (i) alleging, arising out of, based upon or attributable to any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; provided, however, this exclusion shall not apply to the extent that a **Claim** is for **Retaliation**;
- (j) alleging, arising out of, based upon or attributable to any actual or alleged (1) contractual liability of any **Insured**, including liability for breach by any **Insured** of the terms of any **Employment Contract**; or (2) liability of any **Insured** for any amount representing salary, wages, bonus or any other amount of any nature or description, owed or allegedly owed to an **Employee** as a result of the **Company's** failure or alleged failure to afford:
 - (i) notice of termination pursuant to the terms of any **Employment Contract**;
 - (ii) notice of termination of employment as required by any federal, provincial or territorial statute or regulation; and/or
 - (iii) reasonable notice of termination of employment at common law on any basis whatsoever;

provided, however, this exclusion shall not apply to that portion of **Loss** constituting **Defence Costs** in respect to any such **Claim**.

- (k) alleging, arising out of, based upon or attributable to any **Claim** brought by a securities holder of a **Company**, an **Outside Entity** or an affiliate of the **Named Entity** in their capacity as such in the form of a shareholder class, direct or derivative action on behalf of such **Company**, **Outside Entity** or affiliate.

For the purpose of determining the applicability of the foregoing Exclusions, other than exclusions 3(b), 3(c), and 3(d): (i) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any other **Individual Insured**; and (ii) only facts pertaining to and knowledge possessed by any past, present or future chief executive officer, chief operating officer or chief financial officer (or equivalent positions) of the **Company** shall be imputed to the **Company**.

4. PUNITIVE DAMAGES SUBLIMIT OF LIABILITY

The following provisions shall apply in addition to the provisions of Clause 4. of the **General Terms and Conditions**:

If Item 7(c) of the Declarations indicates that the **EPL Punitive Damages Sublimit of Liability** was elected, then the **EPL Punitive Damages Sublimit of Liability** is the limit of the **Insurer's** liability for punitive, exemplary and multiple damages under this **EPL Coverage Section**. If Item 7(c) of the Declarations indicates that a **Shared Punitive Damages Sublimit of Liability** was elected, then the **Shared Punitive Damages Sublimit of Liability** is the limit of the **Insurer's** liability under both this **EPL Coverage Section** and the **D&O Coverage Section** combined for punitive, exemplary and multiple damages. If Item 7(c) of the Declarations indicates that no sublimit of liability is applicable to punitive damages, then neither the **EPL Punitive Damages Sublimit of Liability** nor the **Shared Punitive Damages Sublimit of Liability** is applicable to punitive, exemplary and multiple damages under this **EPL**

Coverage Section. The **EPL Punitive Damages Sublimit of Liability** and the **Shared Punitive Damages Sublimit of Liability**, if applicable, shall be a part of and not in addition to **Policy Aggregate Limit of Liability** stated in the Item 7(a) of the Declarations and any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to this **EPL Coverage Section** as set forth in Item 3 of the Declarations.

5. RETENTION CLAUSE

The following provision shall apply in addition to the provisions of Clause 5. RETENTION of the **General Terms and Conditions**:

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount stated in Item 3 of the Declarations for this **EPL Coverage Section**, such Retention amount to be borne by the **Company** or the **Insureds** and shall remain uninsured, with regard to all: (1) **Indemnifiable Loss**; or (2) **Loss** of the **Company**. A single **Retention amount** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Related Wrongful Acts**.

It is further understood and agreed that in the event the **Company** is unable to pay an applicable Retention amount due to **Financial Insolvency**, then the **Insurer** shall commence advancing **Defence Costs** and pay any other covered **Loss** within the Retention; provided, however, that the **Insurer** shall be entitled to recover the amount of **Defence Costs** and any other **Loss** advanced within the Retention from the **Company** pursuant to Clause 10. SUBROGATION of the **General Terms and Conditions**.

6. DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)

The **Insurer** does not assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them.

Notwithstanding the foregoing, the **Insureds** shall have the right to tender the defence of the **Claim** to the **Insurer**, which right shall be exercised in writing by the **Named Entity** on behalf of all **Insureds** to the **Insurer** pursuant to the notice provisions of Clause 12 of the **General Terms and Conditions**. This right shall terminate if not exercised within thirty (30) days of the date the **Claim** is first made against an **Insured**. Further, from the date the **Claim** is first made against the **Insureds** to the date when the **Insurer** accepts the tender of the defence of such **Claim**, the **Insureds** shall take no action, or fail to take any required action, that prejudices the rights of the **Insureds** or the **Insurer** with respect to such **Claim**. Provided that the **Insureds** have complied with the foregoing, the **Insurer** shall be obligated to assume the defence of the **Claim**, even if such **Claim** is groundless, false or fraudulent. The assumption of the defence of the **Claim** shall be effective upon written confirmation sent thereof by the **Insurer** to the **Named Entity**. Once the defence has been so tendered, the **Insured** shall have the right to effectively associate with the **Insurer** in the defence and the negotiation of any settlement of any **Claim**, subject to the provisions of this Clause 6; provided, however, the **Insurer** shall not be obligated to defend such **Claim** after the **Policy Aggregate Limit of Liability**, **Separate Limit of Liability** or **Shared Limit of Liability**, if any, has been exhausted, or after an **Insured's** rejection of (or failure or refusal to accept within the time prescribed in this Clause 6, below) a **Settlement Opportunity**.

When the **Insurer** has not assumed the defence of a **Claim** pursuant to this Clause 6, the **Insurer** nevertheless shall advance, at the written request of the **Insured**, **Defence Costs** prior to the final disposition of a **Claim**. Such advanced payments by the **Insurer** shall be repaid to the **Insurer** by the **Insureds** or the **Company**, severally according to their respective interests, in the event and to the extent that the **Insureds** or the **Company** shall not be entitled under the terms and conditions of this **EPL Coverage Section** to payment of such **Loss**.

The **Insureds** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defence Costs** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Defence Costs** which have been consented to by the **Insurer**, in writing, shall be recoverable as **Loss** under the terms of this **EPL Coverage Section**. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer**, when it has not assumed the defence of a **Claim** pursuant to this Clause 6, shall be entitled to fully and effectively associate in the defence and negotiation of any settlement of any **Claim**, and provided further that in all events the **Insurer** may withhold consent to any settlement, stipulated judgment or **Defence Costs**, or any portion thereof, to the extent such **Loss** is not covered under the terms of this **EPL Coverage Section**.

The **Insurer** shall have the right to effectively associate with the **Company** in the defence of any **Claim** that appears reasonably likely to involve the **Insurer**, including, but not limited to, negotiating a settlement. The **Company** and the **Insureds** shall give the **Insurer** full cooperation and such information as the **Insurer** may reasonably require.

In the event the **Insureds** do not consent to the first **Settlement Opportunity** within thirty (30) days of the date the **Insureds** are first made aware of the **Settlement Opportunity** (or in the case of a **Settlement Opportunity** which arises from a settlement offer by the claimant, then within the time permitted by the claimant to accept such settlement offer, but in all events no later than thirty (30) days after the settlement offer was made), then, subject to the **Policy Aggregate Limit of Liability** and **Separate Limit of Liability** or **Shared Limit of Liability**, if any, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed: (1) the amount for which the **Insurer** could have settled such **Claim** plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer** ("**Settlement Opportunity Amount**"), plus (2) eighty percent (80%) of covered **Loss** in excess of such **Settlement Opportunity Amount**, it being a condition of this insurance that the remaining twenty percent (20%) of such **Loss** excess of the **Settlement Opportunity Amount** shall be carried by the **Company** and the **Insureds** at their own risk and be uninsured. Notwithstanding the foregoing, this paragraph shall not apply until the **Settlement Opportunity Amount** exceeds the applicable Retention amount stated in Item 3 of the Declarations.

7. PRE-AUTHORIZED DEFENCE ATTORNEYS FOR DESIGNATED EMPLOYMENT PRACTICES CLAIMS

This Clause applies only to **Designated Employment Practices Claims**.

Affixed as Appendix B hereto and made a part of this **EPL Coverage Section** is a list of Panel Counsel law firms ("**Panel Counsel Firms**") from which a selection of legal counsel shall be made to conduct the defence of any **Designated Employment Practices Claim** against an **Insured** pursuant to the terms set forth in this Clause.

In the event the **Insurer** has assumed the defence pursuant to Clause 6 of this **EPL Coverage Section**, then the **Insurer** shall select a **Panel Counsel Firm** to defend the **Insureds**. In the event the **Insureds** are already defending a **Designated Employment Practices Claim**, then the **Insureds** shall select a **Panel Counsel Firm** to defend the **Insureds**.

The selection of the **Panel Counsel Firm**, whether done by the **Insurer** or the **Insureds**, shall be from the list of **Panel Counsel Firms** designated for the type of **Claim** and be from the jurisdiction in which the **Designated Employment Practices Claim** is brought. In the event a **Designated Employment Practices Claim** is brought in a jurisdiction not included on the appropriate list, the selection shall be made from a listed jurisdiction which is the nearest geographic jurisdiction to either where the **Designated Employment Practices Claim** is maintained or where the corporate headquarters or state of formation of the **Named Entity** is located. In such instance, however, the **Insurer** shall, at the written request of the **Named Entity**, assign a non-**Panel Counsel Firm** of the **Insurer's** choice in the jurisdiction in which

the **Designated Employment Practices Claim** is brought to function as "local counsel" on the **Designated Employment Practices Claim** to assist the **Panel Counsel Firm** which will function as "lead counsel" in conducting the defence of the **Designated Employment Practices Claim**.

With the express prior written consent of the **Insurer**, an **Insured** may select (in the case of the **Insured** defending the **Claim**), or cause the **Insurer** to select (in the case of the **Insurer** defending the **Claim**), a **Panel Counsel Firm** different from that selected by other **Insured** defendants if such selection is required due to an actual conflict of interest or is otherwise reasonably justifiable.

The list of **Panel Counsel Firms** may be amended from time to time by the **Insurer**. However, no change shall be made during the **Policy Period** to the **Panel Counsel Firms** listed in Appendix B without the consent of the **Named Entity**.

8. REPRESENTATIONS AND SEVERABILITY

In granting coverage under this policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this **EPL Coverage Section** as being accurate and complete. All such statements and representations are the basis of this **EPL Coverage Section** and are to be considered as incorporated into this **EPL Coverage Section**.

The **Insureds** agree that in the event that the particulars and statements contained in the **Application** are not accurate and complete and materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under the policy, then this **EPL Coverage Section** shall be void *ab initio* as to any **Insured** who knew as of the inception date of the **Policy Period** of the facts that were not accurately and completely disclosed in the **Application** (whether or not such **Insured** knew that such facts were not accurately and completely disclosed in the **Application**). Solely for purposes of determining whether this **EPL Coverage Section** shall be void *ab initio* as to an **Insured**, such aforesaid knowledge possessed by any **Insured** shall not be imputed to any other **Insured**.

[The balance of this page is intentionally left blank.]

APPENDIX B
EMPLOYMENT PRACTICES CLAIM PANEL COUNSEL

In consideration of the premium charged, it is understood and agreed as follows: The information in our Panel Counsel lists/appendices is accessible through our online Panel Counsel Directory at <http://www.aig.com/us/panelcounseldirectory>. To access the applicable online Panel Counsel Directory, please go to the website, click on the "Public and Private Companies (Employment Practices Liability)" link and then select the applicable Panel Counsel Directory, either the "4- 97 Monoline/Public Companies" link or the "Private Edge" link.

References in this policy to list of Panel Counsel law firms or related appendices are deemed amended to refer to the applicable Panel Counsel Directories at the website referenced above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

APPENDIX A
SECURITIES CLAIMS PANEL COUNSEL LIST

In consideration of the premium charged, it is understood and agreed as follows: The information in our Panel Counsel lists/appendices is accessible through our online Panel Counsel Directory at <http://www.aig.com/us/panelcounseldirectory>. To access the applicable online Panel Counsel Directory, please go to the website and click on the "Directors & Officers (Securities Claims)" link.

References in this policy to list of Panel Counsel law firms or related appendices are deemed amended to refer to the applicable Panel Counsel Directories at the website referenced above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

APPENDIX D
CRISIS MANAGEMENT COVERAGE FOR D&O COVERAGE SECTION

I. DEFINITIONS

- (a) **"Crisis Management Event"** means one of the following events which, in the good faith opinion of the **Company**, did cause or is reasonably likely to cause a **Material Effect**:
1. Management Crisis:
The death, incapacity or criminal indictment of any **Executive** of the **Company**, or any **Employee** on whom the **Company** maintains key person life insurance.
 2. Employee Layoffs:
The public announcement of layoffs of **Employees** of the **Company**.
 3. Debt Default:
The public announcement that the **Company** had defaulted or intends to default on its debt.
 4. Bankruptcy:
The public announcement that the **Company** intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the **Company**; or the imminence of bankruptcy proceedings, whether voluntary or involuntary.
 5. Mass Tort:
The public announcement or accusation that a **Company** has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.
 6. Regulatory Crisis:
The public announcement of the commencement or threat of commencement of litigation or governmental or regulatory proceedings against a **Company**.

The descriptions in the headings of the **Crisis Management Events** are solely for convenience and form no part of the terms and conditions of coverage.

A **Crisis Management Event** shall first commence when the **Company** or any of its **Executives** shall first become aware of the event during the **Policy Period** and shall conclude at the earliest of the time when the **Crisis Management Firm** advises the **Company** that the crisis no longer exists or when the **Crisis Management Fund** has been exhausted.

- (b) **"Crisis Management Firm"** means any public relations firm, crisis management firm or law firm listed below in Section III of this Appendix D. Any **"Crisis Management Firm"** may be hired by the **Company** or its **Executives** or **Employees** to perform **Crisis Management Services** without further approval by the Insurer.
- (c) **"Crisis Management Loss"** means the following amounts incurred during the pendency of or within 90 days prior to and in anticipation of, the **Crisis Management Event**, regardless of whether a **Claim** is ever made against an Insured arising from the **Crisis Management Event** and, in the case where a

Claim is made, regardless of whether the amount is incurred prior to or subsequent to the making of the **Claim**:

- (1) amounts for which the **Company** is legally liable for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Company** arising from a **Crisis Management Event**; and
 - (2) amounts for which the **Company** is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by **Executives, Employees** or agents of the **Company** or the **Crisis Management Firm**, in connection with the **Crisis Management Event**.
- (d) **"Crisis Management Services"** means those services performed by a **Crisis Management Firm** in advising the **Company** or any of its **Executives** or **Employees** on minimizing potential harm to the **Company** arising from the **Crisis Management Event**, including but not limited to maintaining and restoring public confidence in the **Company**.
- (e) **"Material Effect"** means the publication of unfavorable information regarding the **Company** which can reasonably be considered to lessen public confidence in the competence of the **Company**. Such publication must in occur in either:
- (1) a daily newspaper of general circulation in the geographic area of the **Company**, or
 - (2) a radio or television news report on a **Company** received in the geographic area of the **Company**.

II. EXCLUSIONS

The term **Crisis Management Event** shall not include any event relating to:

1. any pending or prior litigation as of the **Continuity Date** for the **D&O Coverage Section** indicated in Item 3 of the Declarations;
2. any **Claim** which has been reported, or any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
3. the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**; or
4. the hazardous properties of nuclear materials.

III. PRE-APPROVED CRISIS FIRMS

For all **Crisis Management Events**, **Crisis Management Firm(s)** means any public relations firm listed in (1) - (8) below:

1. Abernathy MacGregor Group, Inc.
501 Madison Avenue
New York, New York 10022
(212) 371- 5999
Contacts: James T. MacGregor (jtm@abmac.com)
Rhoda Barnat (rb@abmac.com)

2. Burson- Marsteller
230 Park Avenue South
New York, New York 10003- 1566
(212) 614- 5236
Contact: Michael Claes (Michael.Claes@bm.com)
3. Kekst and Company
437 Madison Avenue
New York, New York 10022
(212) 521- 4800
Contacts: Jim Fingerroth (Jim- Fingerroth@kekst.com)
Lissa Perlman (Lissa- Perlman@kekst.com)
4. Patton Boggs, LLP
2550 M Street, N.W.
Washington D.C. 20037
(202) 457- 6040
Contact: Thomas Boggs, Esq. (tboggs@pattonboggs.com)
5. Reputation Partners, LLC
105 West Adams Street, Suite 2220
Chicago, IL 60603- 6265
(312) 222- 9887
Contacts: Nick Kalm (nick@reputationpartners.com)
Jane Devron (jane@reputationpartners.com)
6. Robinson Lerer & Montgomery
1345 Avenue of The Americas, 4th Floor
New York, New York 10105
646- 805- 2000
Contact: Michael Gross (mgross@rlmnet.com)
7. Sard Verbinnen & Co.
630 Third Avenue, 9th Floor
New York, New York 10017
(212) 687- 8080
Contacts: George Sard (gsard@sardverb.com)
Paul Verbinnen (pverbinnen@sardverb.com)
8. Sitrick And Company
1840 Century Park East, Suite 800
Los Angeles, CA 90067
(310) 788- 2850
Contact: Michael Sitrick (mike sitrick@sitrick.com)

ENDORSEMENT# 1

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

AMENDED HUB PORTFOLIO COMPANY AMENDATORY

- A. NUCLEAR ENERGY LIABILITY EXCLUSION (D&O)**
- B. CANADIAN CORPORATE TAX EXTENSION FOR
INDIVIDUAL INSUREDS (D&O)**
- C. STATUTORY CLAIM COVERAGE FOR INDIVIDUAL INSUREDS
(SIDE A COVERAGE ONLY) (D&O)**
- D. SEVERABILITY OF THE APPLICATION PROVISIONS AMENDED (NON-RESCINDABLE -
FULL INDIVIDUAL SEVERABILITY; TOP 2 COMPANY POSITIONS IMPUTED TO
COMPANY) (D&O, EPL & FLI)**
- E. INSURED V. INSURED EXCLUSIONS AMENDED (D&O)**
- F. CANCELLATION CLAUSE AMENDED: 30 DAY NOTICE (GTC)**
- G. EXTRADITION COVERAGE (D&O)**
- H. SIDE A EXCESS LIMIT OF LIABILITY APPLICABLE TO NON-INDEMNIFIABLE LOSS (D&O)**
- I. ADVANCEMENT OF LOSS IN EVENT OF COMPANY FAILURE TO INDEMNIFY (D&O)**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023

forms a part of

Policy number: 01-354-46-30

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

**J. CANADIAN CRIMINAL CODE 217.1 (BILL C-45) AND BILL 168 DEFENCE COSTS
COVERAGE FOR INDIVIDUAL INSUREDS (BI-PD EXCLUSION AMENDED - CARVEBACK
FOR OHSA, CODE 217.1 & UK CORPORATE MANSLAUGHTER ACT COSTS) (D&O)**

K. SETTLEMENT CLAUSE AMENDATORY (EPL)

**L. CONDUCT EXCLUSION AMENDED (FINAL ADJUDICATION IN THE UNDERLYING
ACTION)(D&O, EPL & FLI)**

M. NOTICE OF CLAIM (REPORTING BY E-MAIL)

N. POLLUTION EXCLUSION AMENDED (CANADIAN POLLUTION CLAIM COVERAGE) (D&O)

O. EMPLOYED LAWYERS PROFESSIONAL LIABILITY EXTENSION

P. NON-RENEWAL CLAUSE (90 DAYS)

Q. LOSS DEFINITION AMENDATORY ENDORSEMENT (FCPA CIVIL PENALTIES) (D&O)

**R. DEFINITION OF OUTSIDE ENTITY EXECUTIVE AMENDED TO INCLUDE INDIVIDUAL
INSUREDS (D&O & EPL)**

**S. INDIVIDUAL INSURED DEFINITION AMENDED ENDORSEMENT (SPECIFIED CAPACITY)
(D&O)**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- T. OUTSIDE ENTITY ENDORSEMENT (BLANKET FOR PROFIT WITH 2X INDEMNIFICATION) (D&O)**
- U. OTHER INSURANCE AMENDED (POLICY PRIMARY TO EQUITY HOLDER POLICY) (GTC)**
- V. LIMITED PARTNERSHIP EXTENSION (BLANKET COVERAGE FOR ADDITIONAL LIMITED PARTNERSHIPS) (D&O & EPL)**
- W. CO-DEFENDANT EXTENSION ENDORSEMENT (PRIVATE EQUITY OR VENTURE CAPITAL FUNDS) (D&O, EPL & FLI)**
- X. PRIOR NOTICE EXCLUSION AMENDED (D&O)**
- Y. PENDING & PRIOR LITIGATION EXCLUSION AMENDED (D&O)**
- Z. PENSION & LABOUR LIABILITY EXCLUSION AMENDED (D&O)**
- AA. EXCLUSIONS (Q) AND (R) AMENDED (D&O)**
- BB. PRE-CLAIM INQUIRY/COSTS COVERAGE (D&O)**
- CC. SEVERABILITY OF THE EXCLUSIONS AMENDED (DO, EPL & FLI)**
- DD. RUNOFF ENDORSEMENT - AUTO COVERAGE (PREMIUM PRE-SET; NO MORE THAN 175%)(D&O, EPL & FLI)**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023 forms a part of
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

EE. LIBERALIZATION ENDORSEMENT (HUB PORTFOLIO COMPANY AMENDATORY) (GTC)

FF. CLAUSE 8 DISCOVERY CLAUSE AMENDED (GTC)

GG. SETTLEMENT WITHIN APPLICABLE RETENTION AMOUNT (D&O, EPL & FLI)

HH. AUTO PLAN THRESHOLD DELETED (FLI)

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*
Policy number: *01-354-46-30*
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

II. COSTS OF INVESTIGATION COVERAGE SUBLIMIT AMENDED (D&O)(\$500,000)

**JJ. SUBROGRATION CLAUSE AMENDED ((FINAL NON-APPEALABLE
ADJUDICATION)(GTC)**

KK. TERMINATION LOSS DIFFERENTIAL (EPL)

LL. DUAL CAPACITY (D&O)

MM. INCONSISTENCY CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the **General Terms and Conditions, D&O Coverage Section** (if purchased), **EPL Coverage Section** (if purchased) and **FLI Coverage Section** (if purchased) are amended as follows:

A.

**NUCLEAR ENERGY LIABILITY EXCLUSION
(D&O COVERAGE SECTION)**

1. Clause 4. **EXCLUSIONS** of the **D&O Coverage Section** is amended by adding the following exclusions at the end thereof:

(NE-1) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, the **Hazardous Properties of Nuclear Material**, including but not limited to:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*

forms a part of

Policy number: *01-354-46-30*

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

- (1) **Nuclear Material** located at any **Nuclear Facility** owned by, or operated by or on behalf of, the **Company**, or discharged or dispersed therefrom; or
 - (2) **Nuclear Material** contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the **Company**; or
 - (3) the furnishing by an **Insured** or the **Company** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**; or
 - (4) **Claims** for damage or other injury to the **Company** or its shareholders which allege, arise from, are based upon, are attributed to or in any way involve, directly or indirectly, the **Hazardous Properties of Nuclear Material**.
- (NE-2) which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its limit of liability; or
- (NE-3) with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from Canada or the United States of America, or any agency thereof, under any agreement entered into by Canada or the United States of America, or any agency thereof, with any person or organization.

2. As used in this endorsement:

“Hazardous Properties” include radioactive, toxic or explosive properties.

©American International Group, Inc. All rights reserved.

END 001

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

“Nuclear Facility” means:

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing spent fuel, or
 - (3) handling, processing or packaging wastes;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; and
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear Material” means source material, special nuclear material or byproduct material.

“Nuclear Reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

“Source Material,” “Special Nuclear Material,” and **“Byproduct Material”** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

“Spent Fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

“Waste” means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any **Nuclear Facility** included within the definition of nuclear facility under paragraph (a) or (b) thereof.

B.

CANADIAN CORPORATE TAX EXTENSION FOR INDIVIDUAL INSURED

(D&O COVERAGE SECTION)

1. Solely with respect to coverage as is afforded to **Individual Insureds** under Coverage A of the **D&O Coverage Section**, the definition of **“Loss”** in the **D&O Coverage Section** is amended by adding the following at the end thereof:

Notwithstanding the foregoing, **Loss** shall include, subject to the other terms, conditions and exclusions of the policy:

- (1) taxes actually assessed against an **Individual Insured** pursuant to section 227.1 of the Canadian Income Tax Act, section 323 of the Canadian Excise Tax Act or any comparable Canadian Provincial Retail Sales Tax legislation (hereinafter such sections collectively referred to as the **“Sections”**); and

- (2) any related penalties and interest actually assessed against such **Individual Insured** pursuant to the **Sections**.

2. Solely with respect to the coverage provided under this endorsement, the **D&O Coverage Section** is further amended as follows:

- (a) In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of **“Claim”** is amended to include any action, proceeding or investigation against an **Individual Insured** commenced by Revenue Canada or any Canadian provincial tax authority

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

pursuant to the **Sections** that is commenced by a notice of investigation or similar document. **Loss** shall include **Defence Costs** incurred in connection with such a **Claim** subject to the other terms, conditions and exclusions of the policy.

- (b) As a condition precedent to the coverage provided to **Individual Insureds** under this this endorsement, an event identified in Sections 227.1(2) (a)-(c) of the Canadian Income Tax Act shall have occurred prior to the **Claim** being made against the **Individual Insured**.
- (c) The **Company** hereby agrees to indemnify and hold the **Insurer** harmless from any payment made to or on the behalf of an **Individual Insured** pursuant to the coverage granted under this endorsement.

C.

STATUTORY CLAIM COVERAGE FOR INDIVIDUAL INSURED'S

(SIDE A COVERAGE ONLY)

(D&O COVERAGE SECTION)

1. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of "**Claim**" is amended by adding the following at the end thereof:

Notwithstanding the foregoing, as used in **COVERAGE B: PRIVATE COMPANY INSURANCE** of Clause 1. **INSURING AGREEMENTS** of the **D&O Coverage Section**, the definition of "**Claim**" shall not mean or include any **Statutory Claim**.

2. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of "**Employee**" is amended by adding the following at the end thereof:

Notwithstanding the foregoing, with respect to any **Statutory Claim**, the definition of "**Employee**" shall not mean or include any independent contractor or any employee who is on probation.

3. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of "**Executive**" is amended by adding the following at the end thereof:

The term "**Executive**" shall also include any *de facto* directors and officers of the **Company**.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

4. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of “**Loss**” is amended by adding the following at the end thereof:

Notwithstanding the foregoing, solely with respect to any **Statutory Claim** made against an **Individual Insured**, **Loss** shall also include taxes assessed against such **Individual Insured** that has not been indemnified by any **Company** pursuant to Section 227.1 of the Canadian Income Tax Act, Section 323 of the Canadian Excise Tax Act, Section 43 of the Ontario Retail Sales Tax Act, or similar provisions of any other Canadian provincial or territorial income tax or retail sales tax statute.

5. Solely with respect to **COVERAGE A: INDIVIDUAL INSURED INSURANCE** of Clause 1. **INSURING AGREEMENTS** of the **D&O Coverage Section**, in Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of “**Wrongful Act**” is amended by adding the following at the end thereof:

(iv) solely with respect to a **Claim** made by any Canadian governmental authority against an **Individual Insured**, any violation by such **Individual Insured** of any Canadian federal, provincial or territorial law arising out of, based upon or attributable to:

- (1) the failure to deduct, withhold or remit tax from a payment of salary or wages of an **Employee** of a **Company**;
- (2) the failure to deduct, withhold or remit employment insurance contributions from a payment of salary or wages of an **Employee** of a **Company**;
- (3) the failure to deduct, withhold or remit pension plan contributions from a payment of salary or wages of an **Employee** of a **Company**;
- (4) the failure to pay wages of an **Employee** of a **Company** properly due and owing;
- (5) the failure to collect or to remit taxes in accordance with Section 227.1 of the Canadian Income Tax Act, Section 323 of the Canadian Excise Tax Act, Section 43 of the Ontario Retail Sales Tax Act, or similar provisions of any other Canadian provincial or territorial income tax or retail sales tax statute; or
- (6) the failure to pay employer contributions to the Quebec Commission des normes, de l'équité, de la santé et de la sécurité du travail (“**CNESST**”) and/or deduct, withhold or remit contributions to the **CNESST** from a payment of salary or wages of an

©American International Group, Inc. All rights reserved.

END 001

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Employee of a **Company** in accordance with the Quebec Act Respecting Labour Standards (“**CNESST Wrongful Act**”); or

(7) the failure to pay employer contributions to the Fonds des services de santé (the “FSS”) and/or deduct, withhold or remit required contributions to the FSS from a payment of salary or wages of an **Employee** of a **Company** (“**FSS Wrongful Act**”).

6. Clause 2. **DEFINITIONS** of the **D&O Coverage Section** is amended by adding the following definition to the end thereof:

(xy) “**Statutory Claim**” means any **Claim** alleging a **Wrongful Act** as defined in subparagraph (iv) of the definition of **Wrongful Act**.

7. Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, Exclusions (o) and (q) are each amended by adding the following at the end thereof:

Notwithstanding the foregoing, this exclusion shall not apply to the extent a **Claim** is a **Statutory Claim** made against an **Individual Insured**.

8. Clause 10 **SUBROGATION** of the **General Terms and Conditions** is amended by inserting the following at the end thereof:

In the event of any payment of **Loss** by the **Insurer** under the **D&O Coverage Section** in connection with a **Statutory Claim**, the **Insurer** shall be subrogated to the extent of such payment to the **Insured’s** rights of recovery thereof, and the **Insured** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insured**.

It is understood and agreed that each **Insured** expressly grants the **Insurer** the right of subrogation to bring suit against a **Company** for any payment of **Loss** that the **Insurer** has made under the **D&O Coverage Section** in connection with a **Statutory Claim**.

D.

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

**SEVERABILITY OF THE APPLICATION
(NON-RESCINDABLE - FULL INDIVIDUAL SEVERABILITY;
TOP 2 COMPANY POSITIONS IMPUTED TO COMPANY)
(D&O, EPL & FLI COVERAGE SECTIONS)**

1. Clause 10. **REPRESENTATIONS AND SEVERABILITY** of the **D&O Coverage Section** is deleted in its entirety and replaced with the following:

10. REPRESENTATIONS AND SEVERABILITY

In granting coverage under this **D&O Coverage Section**, it is agreed that the **Insurer** has relied upon the statements, warranties and representations contained in the **Application** for this **D&O Coverage Section** as being accurate and complete. All such statements and representations are the basis of this **D&O Coverage Section** and are to be considered as incorporated into this **D&O Coverage Section**.

With respect to any statements, warranties and representations contained in the **Application**, and solely with respect to the issue of whether coverage shall be excluded under this endorsement pursuant to subparagraphs (1), (2) and (3) below, no knowledge possessed by an **Individual Insured** shall be imputed to any other **Individual Insured**. However, in the event that any of the statements, warranties or representations is not accurately and completely disclosed in the **Application** and materially affects either the acceptance of the risk or the hazard assumed by the **Insurer**, no coverage shall be afforded for any **Claim** alleging, arising out of, based upon, attributable to or in consequence of the subject matter of any incomplete or inaccurate statements, warranties or representations under:

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (1) Clause 1. **INSURING AGREEMENTS**, COVERAGE A, with respect to any **Individual Insured** who knew of such inaccurate or incomplete statements, warranties or representations;
- (2) Clause 1. **INSURING AGREEMENTS**, Coverage B(ii), with respect to any **Company** to the extent it indemnifies any **Individual Insured** referenced in (1), above; and
- (3) Clause 1. **INSURING AGREEMENTS**, Coverage B(i), with respect to any **Company** if any past or present chief executive officer or chief financial officer of the **Company** knew of such inaccurate or incomplete statements, warranties or representations.

The **Insurer** shall not be entitled under any circumstances to rescind coverage under the Policy with respect to any **Insured**, but such coverage will be subject to all other terms, conditions and exclusions of the policy.

2. Clause 8. **REPRESENTATIONS AND SEVERABILITY** of the **EPL Coverage Section** is deleted in its entirety and replaced with the following:

8. REPRESENTATIONS AND SEVERABILITY

In granting coverage under this policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this **EPL Coverage Section** as being accurate and complete. All such statements and representations are the basis of this **EPL Coverage Section** and are to be considered as incorporated into this **EPL Coverage Section**.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

With respect to any statements, warranties and representations contained in the Application, and solely with respect to the issue of whether coverage shall be excluded under this endorsement pursuant to subparagraphs (1), (2) and (3) below, no knowledge possessed by an **Individual Insured** shall be imputed to any other **Individual Insured**. However, in the event that any of the statements, warranties or representations is not accurately and completely disclosed in the **Application** and materially affects either the acceptance of the risk or the hazard assumed by the **Insurer**, no coverage shall be afforded for any **Claim** alleging, arising out of, based upon, attributable to or in consequence of subject matter of any incomplete or inaccurate statements, warranties or representations with respect to:

- (1) any **Individual Insured** who knew as of the inception date of the **Policy Period** the facts that were not accurately and completely disclosed in the application;
- (2) any **Company** to the extent it indemnifies any **Individual Insured** referenced in subparagraph (1) above; and
- (3) any **Company** if any past or present chief executive officer or chief financial officer of the **Company** knew of such inaccurate or incomplete statements, warranties or representations.

The **Insurer** shall not be entitled under any circumstances to rescind coverage under the Policy with respect to any **Insured**, but such coverage will be subject to all other terms, conditions and exclusions of the policy.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

3. The **FLI Coverage Section** of the policy is amended by adding the following Clause at the end thereof:

S-1. REPRESENTATIONS AND SEVERABILITY

In granting coverage under this policy, it is agreed that the **Insurer** has relied upon the statements and representations contained in the **Application** for this **FLI Coverage Section** as being accurate and complete. All such statements and representations are the basis of this **FLI Coverage Section** and are to be considered as incorporated into this **FLI Coverage Section**.

With respect to any statements, warranties and representations contained in the Application, and solely with respect to the issue of whether coverage shall be afforded under this endorsement pursuant to subparagraphs (1), (2) and (3) below, no knowledge possessed by an **Individual Insured** shall be imputed to any other **Individual Insured**. However, in the event that any of the statements, warranties or representations is not accurately and completely disclosed in the **Application** and materially affects either the acceptance of the risk or the hazard assumed by the **Insurer**, no coverage shall be afforded for any **Claim** alleging, arising out of, based upon, attributable to or in consequence of subject matter of any incomplete or inaccurate statements, warranties or representations with respect to:

- (1) any **Individual Insured** who knew as of the inception date of the **Policy Period** the facts that were not accurately and completely disclosed in the application;
- (2) any **Company** to the extent it indemnifies any **Individual Insured** referenced in subparagraph (1) above; and

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (3) any **Company** if any past or present chief executive officer or chief financial officer of the **Company** knew of such inaccurate or incomplete statements, warranties or representations, whether or not such **Individual Insured** knew that such facts were not accurately and completely disclosed in the **Application**.

The **Insurer** shall not be entitled under any circumstances to rescind coverage under the Policy with respect to any **Insured**, but such coverage will be subject to all other terms, conditions and exclusions of the policy.

E.

**INSURED V. INSURED EXCLUSIONS AMENDED
(D&O COVERAGE SECTION)**

1. Clause 4. **EXCLUSIONS** of the **D&O Coverage Section** is amended by deleting exclusions (h) and (i) in their entirety.
2. Clause 4. **EXCLUSIONS** of the **D&O Coverage Section** is further amended by adding the following exclusion at the end thereof:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (xy) that is brought by or on behalf of any **Company** against any **Insured**, or by any **Outside Entity** against any **Outside Entity Executive**; provided, however, this exclusion shall not apply:
- (a) to any **Defence Costs** which constitute **Non-Indemnifiable Loss** incurred by any **Individual Insured** in defending any **Claim** against that **Individual Insured**;
 - (b) to any **Derivative Suit** not brought, controlled or materially assisted by any **Organization**, any **Outside Entity** or any **Executive** of the foregoing; or
 - (c) if the **Company** or **Outside Entity** is the subject of a bankruptcy case (or the equivalent in a **Foreign Jurisdiction**), unless the **Claim** is brought, controlled or materially assisted by any **Company** or **Outside Entity**, the resulting debtor-in-possession (or foreign equivalent) of the debtor **Company** or **Outside Entity** or any **Executive** of the foregoing;

3. As used herein:

“**Derivative Suit**” means a lawsuit purportedly brought derivatively on behalf of a **Company** by a **Complainant** shareholder of such **Company** against an **Executive** of the **Company**.

“**Complainant**” has the meaning as defined in Section 238 of the Canada Business Corporations Act or similar provision of any Canadian provincial or territorial business corporations statute.

F.

CANCELLATION CLAUSE AMENDED

(30 DAY NOTICE)

(GTC)

Clause 7. **CANCELLATION CLAUSE** of the **General Terms and Conditions** is amended by deleting the second paragraph thereof and replacing it with the following:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

This policy may be canceled by or on the behalf of the **Insurer** only in the event of non-payment of premium by the **Named Entity**. In the event of non-payment of premium by the **Named Entity**, the **Insurer** may cancel this policy by delivering to the **Named Entity** or by mailing to the **Named Entity**, by registered, certified or other first class mail, at the **Named Entity's** address as stated in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The **Policy Period** terminates at the date and hour specified in such notice, or at the date and time of surrender. The **Insurer** shall have the right to the premium amount for the portion of the **Policy Period** during which the policy was in effect.

G.

EXTRADITION COVERAGE ENDORSEMENT

(D&O COVERAGE SECTION)

1. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of “**Claim**” is amended by inserting the following at the end thereof:

Claim also means an official request for **Extradition** of any **Individual Insured**, or the execution of a warrant for the arrest of an **Individual Insured** where such execution is an element of **Extradition**.

2. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of “**Defence Costs**” is amended by inserting the following at the end thereof:

“**Defence Costs**” also means reasonable and necessary fees, costs and expenses incurred through legal counsel and consented to by the **Insurer** resulting from an **Individual Insured** lawfully:

- (a) opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of that **Individual Insured**; or
- (b) appealing any order or other grant of **Extradition** of that **Individual Insured**.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

3. Clause 2. **DEFINITIONS** is amended by inserting the following at the end thereof:

“Extradition” means any formal process by which an **Individual Insured** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

4. Clause 9. **PRE-AUTHORIZED DEFENCE ATTORNEYS FOR SECURITIES CLAIMS** does not apply to **Defence Costs** solely relating to **Extradition** even if the underlying **Wrongful Acts** relate to a **Securities Claim**.

H.

**SIDE A EXCESS LIMIT OF LIABILITY APPLICABLE
TO NON-INDEMNIFIABLE LOSS
(D&O COVERAGE SECTION)**

1. Item 7. of the Declarations is amended to include the following at the end thereof:

(g) **SIDE A EXCESS LIMIT OF LIABILITY:** \$1,000,000, excess aggregate limit of liability for all **Non-Indemnifiable Loss** solely for **Executives** of a **Company** (including **Defence Costs**) under the **D&O Coverage Section** (herein the **“Side A Excess Limit of Liability”**).

2. Clause 4. **LIMITS OF LIABILITY (FOR ALL LOSS IN THE AGGREGATE UNDER THIS POLICY AND UNDER EACH INDIVIDUAL COVERAGE SECTION - INCLUDING DEFENCE COSTS)** of the **General Terms and Conditions** is amended to add the following at the end thereof:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Notwithstanding the foregoing, the **Side A Excess Limit of Liability** stated in Item 7(g) of the Declarations is the aggregate limit of the Insurer's liability under the **D&O Coverage Section** excess of: (i) any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the **D&O Coverage Section**; and (ii) any coverage for **Loss** (whether or not **Non-Indemnifiable Loss**) under any policy of insurance specifically written as excess over any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the **D&O Coverage Section**, for all **Non-Indemnifiable Loss** under the **D&O Coverage Section** arising out of all **Claims** first made against an **Executive** of a **Company** during the **Policy Period** or the **Discovery Period** (if applicable). The **Side A Excess Limit of Liability** shall be in addition to the **Policy Aggregate Limit of Liability** and any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the **D&O Coverage Section**.

It is agreed that the Insurer's liability to pay **Non-Indemnifiable Loss** shall only attach to the **Side A Excess Limit of Liability** after:

- (a) the full amount of any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the **D&O Coverage Section** has been exhausted due to **Loss** paid thereunder; and
- (b) any coverage for **Loss** (whether or not **Non-Indemnifiable Loss**) under any policy of insurance specifically written as excess over any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the **D&O Coverage Section** has been exhausted by reason of loss paid thereunder.

The **Side A Excess Limit of Liability** provided by this endorsement shall "drop down" (continue in force as primary insurance) only in the event of (a) and (b) above and shall not drop down for any other reason.

©American International Group, Inc. All rights reserved.

END 001

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

I.

**ADVANCEMENT OF LOSS IN EVENT OF COMPANY FAILURE TO INDEMNIFY
(D&O COVERAGE SECTION)**

1. Clause 6. **RETENTION CLAUSE** of the **D&O Coverage Section** is deleted in its entirety and replaced with the following:

6. RETENTION CLAUSE

The following provision shall apply in addition to the provisions of Clause 5. **RETENTION** of the **General Terms and Conditions**:

The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount stated in Item 3 of the Declarations for this **D&O Coverage Section**, such Retention amount to be borne by the **Company** and/or the **Insureds** and shall remain uninsured, with regard to: (i) all **Indemnifiable Loss**; and (ii) **Loss** of the **Company**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Related Wrongful Act(s)**.

If for any reason (including but not limited to **Financial Insolvency**) a **Company** fails or refuses to advance, pay or indemnify covered **Loss** of an **Individual Insured** within the applicable Retention, if any, then the **Insurer** shall advance such amounts on behalf of the **Individual Insured** until either (i) a **Company** has agreed to make such payments, or (ii) the Retention has been satisfied. In no event shall any such advancement by the **Insurer** relieve any **Company** of any duty it may have to provide advancement, payment or indemnification to any **Individual Insured**.

Advancement, payment or indemnification of an **Individual Insured** by a **Company** is deemed "failed" if it has been requested by an **Individual Insured** in writing and has not been provided by, agreed to be provided by or acknowledged as an obligation by a **Company** within 60 days of such request; and advancement, payment or indemnification by a **Company** is deemed "refused" if a **Company** gives a written notice of the refusal to the

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Individual Insured. Advancement, payment or indemnification of an **Individual Insured** by a **Company** shall only be deemed “failed” or “refused” to the extent such advancement, payment or indemnification is not provided, or agreed to be provided, or acknowledged by and collectible from a **Company**. Any payment or advancement by the **Insurer** within an applicable Retention shall apply towards the exhaustion of the **Policy Aggregate Limits of Liability** and any **Separate Limit of Liability** or **Shared Limit of Liability** applicable to the **D&O Coverage Section**.

The **Company** agrees to indemnify the **Individual Insureds** and/or advance **Defence Costs** to the fullest extent permitted by law. If the **Insurer** pays under this policy any indemnification or advancement owed to any **Individual Insureds** by any **Company** within an applicable Retention, then that **Company** shall reimburse the **Insurer** for such amounts and such amounts shall become immediately due and payable as a direct obligation of the **Company** to the **Insurer**. The failure of a **Company** to perform any of its obligations to indemnify the **Individual Insureds** and/or advance **Defence Costs** under this policy shall not impair the rights of any **Individual Insured** under this policy.

Clause 10. **SUBROGATION** of the **General Terms and Conditions** is amended by deleting the last paragraph thereof in its entirety.

J.

CANADIAN CRIME CODE SECTION 217.1 (BILL C-45) AND BILL 168 DEFENCE COSTS

COVERAGE FOR INDIVIDUAL INSUREDS

(BI-PD EXCLUSION AMENDED - CARVEBACK FOR OHSA, CODE 217.1 & UK CORPORATE MANSLAUGHTER ACT COSTS)

(D&O COVERAGE SECTION)

1. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of “**Loss**” is amended by adding the following at the end thereof:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Loss shall also mean **Canadian Criminal Code 217.1 Defence Costs**, provided they arise out of a **Claim**.

2. In Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, Exclusion (l) is deleted in its entirety and replaced with the following:

(l) for bodily injury, sickness, disease or death of any person, or damage to, loss of use of or destruction of any tangible property; provided, however, this exclusion shall not apply to **Ontario Occupational Health and Safety Act Costs**, **Securities Claims**, **Canadian Criminal Code 217.1 Defence Costs** or **UK Corporate Manslaughter Act Defence Costs**;

3. As used in this endorsement:

“Canadian Criminal Code 217.1 Defence Costs” means **Defence Costs** incurred by an **Individual Insured** that result solely from the investigation, adjustment, defence and/or appeal of a **Claim** against an **Organization** for violation of Section 217.1 in the Criminal Code of Canada or of any similar provision of any criminal code in any jurisdiction.

“Ontario Occupational Health and Safety Act Costs” means **Defence Costs** incurred by an **Insured Person** in connection with a **Claim** brought pursuant to Section 32 of the Ontario Occupational Health and Safety Act; provided, however, any coverage under this policy for **Ontario Occupational Health and Safety Act Costs** shall specifically be excess of any other valid and collectible commercial general liability insurance and worker’s compensation insurance.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

“UK Corporate Manslaughter Act Defence Costs” means **Defence Costs** incurred by an **Insured Person** that result solely from the investigation, adjustment, defence and/or appeal of a **Claim** against an **Organization** for violation of the United Kingdom Corporate Manslaughter and Corporate Homicide Act of 2007 or any similar statute or other law in any jurisdiction.

K.

SETTLEMENT CLAUSE AMENDATORY

(EPL COVERAGE SECTION)

In Clause 6. **DEFENSE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENSE COSTS)** of the EPL Coverage Section, the last paragraph thereof is deleted in its entirety.

L.

CONDUCT EXCLUSIONS AMENDED

**(FINAL NON-APPEALABLE ADJUDICATION IN THE UNDERLYING ACTION)
(D&O, EPL AND FLI COVERAGE SECTIONS)**

1. In Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, paragraphs (a), (b) and (c) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which any final non-appealable adjudication in the underlying action, other than an

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023

forms a part of

Policy number: 01-354-46-30

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

action or proceeding initiated by the **Insurer** to determine coverage under the policy, establishes the **Insured** was not legally entitled;

- (b) arising out of, based upon or attributable to: (1) the purchase or sale by an **Insured** of securities of the **Company** within the meaning of Section 76 of the Ontario Securities Act, R.S.O 1990, C.S.5, Section 131 (4) of the Canada Business Corporations Act, R.S.C 1985, C. C-44, or Section 16(b) of the Securities Exchange Act of 1934 (or amendments to such statutes, or similar provisions or any provincial, state or foreign statutory if any final **non-appealable adjudication** establishes that such violation occurred; or (2) the payment to any **Insured** of any remuneration without the previous approval of the stockholders of the **Company**, once any final non-appealable adjudication in the underlying action establishes that such payment was illegal;
- (c) arising out of, based upon or attributable to the committing of any deliberate criminal or deliberate fraudulent or dishonest act, or any willful violation of any statute, rule or law, if any final non-appealable adjudication in the underlying action establishes that such deliberate criminal, deliberate fraudulent or dishonest act or willful violation of statute, rule or law was committed;

provided, however:

- (i) Conduct Exclusion (a), above, shall not apply in a **Securities Claim** alleging violations of Section 130 or 130.1 of the Ontario Securities Act, as amended, or of Section 11, 12 or 15 of the Securities Act of 1933, as amended, or similar statutory provisions of any Canadian federal, provincial or territorial securities law or any foreign securities law, to the portion of any **Loss** attributable to such violations; and
- (ii) Conduct Exclusion (c), above, for acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in Canada, the imposition of a criminal fine or other criminal sanction in such **Foreign Jurisdiction** will not, by itself, be conclusive proof that a deliberate criminal or deliberate fraudulent act occurred;

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023

forms a part of

Policy number: 01-354-46-30

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

2. In Clause 3. **EXCLUSIONS** of the **EPL Coverage Section**, paragraph (a) is deleted in its entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any final non-appealable adjudication in the underlying action, other than an action or proceeding initiated by the **Insurer** to determine coverage under the policy, establishes that such criminal or deliberate fraudulent act was committed;

provided, however:

Conduct Exclusion (a), above, for acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in Canada, the imposition of a criminal fine or other criminal sanction in such **Foreign Jurisdiction** will not, by itself, be conclusive proof that a deliberate criminal or deliberate fraudulent act occurred;

3. In Clause 5. **EXCLUSIONS** of the **FLI Coverage Section**, paragraphs (a) and (b) are deleted in their entirety and replaced with the following:

- (a) arising out of, based upon or attributable to the gaining of any profit or advantage to which any final non-appealable adjudication in the underlying action, other than an action or proceeding initiated by the **Insurer** to determine coverage under the policy, establishes the **Insured** was not legally entitled;
- (b) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act, or any knowing or willful violation of any statute, rule or law, including, but not limited to **Employee Benefit Law** by the **Insured** if any final non-appealable adjudication in the underlying action establishes that such criminal or deliberate fraudulent act was committed;

provided, however:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Conduct Exclusion (b), above, for acts or omissions which are treated as a criminal violation in a **Foreign Jurisdiction** that are not treated as a criminal violation in Canada, the imposition of a criminal fine or other criminal sanction in such **Foreign Jurisdiction** will not, by itself, be conclusive proof that a deliberate criminal or deliberate fraudulent act occurred;

M.

NOTICE OF CLAIM

(REPORTING BY E-MAIL)

1. **Email Reporting of Claims:** In addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy's other terms and conditions to the Insurer by email at the following email address:

financialclaimsCA@aig.com

Your email must reference the policy number for this policy. The date of the Insurer's receipt of the emailed notice shall constitute the date of notice.

In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to: Claims Management, Canada, 120 Bremner Boulevard, Suite 2200, Toronto, Ontario, M5J OA8 or faxing such notice to (416) 596-4197.

2. **Definitions:** For this endorsement only, the following definitions shall apply:
 - (a) "Insurer" means the "Insurer," "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
 - (b) "Notice of Claim Reporting" means "notice of claim/circumstance," "notice of loss" or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may give rise or result in loss under this policy.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023 forms a part of
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

- (c) "Policy" means the policy, bond or other insurance product to which this endorsement is attached.
3. This endorsement does not apply to any Kidnap & Ransom/Extortion Coverage Section, if any, provided by this policy.

N.

POLLUTION EXCLUSION AMENDED
(CANADIAN POLLUTION CLAIM COVERAGE)
(D&O COVERAGE SECTION)

In Clause 4. **EXCLUSIONS**, of the **D&O Coverage Section**, paragraph (n) is deleted in its entirety and replaced with the following:

- (n) for: (i) any actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**; provided, however, this exclusion shall not apply to:
- (1) **Non-Indemnifiable Loss**, other than **Non-Indemnifiable Loss** constituting **Cleanup Costs**;
- (2) **Loss** in connection with a **Securities Claim**, other than **Loss** constituting **Clean-up Costs**; or

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

(3) any **Canadian Pollution Claim**;

It is furthermore understood and agreed that in the **D&O Coverage Section**, Clause 2. **DEFINITIONS**, paragraph (b) "**Claim**", is amended by appending the following at the end thereof:

The term "**Claim**" shall also mean any **Canadian Pollution Claim**.

Solely for purposes of coverage as afforded by this endorsement, "**Canadian Pollution Claim**" means a **Claim**, other than a **Securities Claim**, which alleges a violation of the Canadian Environmental Protection Act, or the Ontario Environmental Protection Act, the regulations promulgated thereunder and amendments thereto, or similar provisions of any Canadian provincial, territorial or local environmental protection law; provided, however, with regard to Coverage B(i), the term **Claim** shall mean a **Canadian Pollution Claim** only if and only during the time that such **Canadian Pollution Claim** is made and continuously maintained against an **Executive**.

O.

EMPLOYED LAWYERS PROFESSIONAL LIABILITY EXTENSION
(D&O COVERAGE SECTION)

1. Clause 2. **DEFINITIONS** of the **D&O Coverage Section** is amended as follows:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (a) Paragraph (s), “**Individual Insured**,” is amended to include the following paragraph at the end of that definition:

“**Individual Insured**” also means any **Employed Lawyer(s)** of a **Company**, but only for a **Claim(s)** alleging a **Wrongful Act** in such **Employed Lawyer’s(s’)** capacity as such, subject to the terms, conditions and exclusions of this policy and this endorsement.

- (b) For purposes of the coverage afforded under this endorsement, paragraph (cc), “**Wrongful Act**,” is deleted in its entirety and replaced with the following:

- (cc) “**Wrongful Act**” means any act, error or omission of an **Employed Lawyer(s)**, in the rendering or failure to render professional legal services for a **Company**, but solely in his or her capacity as such; provided, however, the term “**Wrongful Act**” shall not mean, and this endorsement does not provide coverage for, any act, error or omission in connection with any activities by such **Employed Lawyer(s)**: (1) which are not related to such **Employed Lawyer’s(s’)** employment with a **Company**; (2) which are not rendered on the behalf of a **Company** at the **Company’s** written request; or (3) which are performed by the **Employed Lawyer(s)** for others for a fee.

- (c) Clause 2. **DEFINITIONS** of the **D&O Coverage Section** is further amended to include the following definition at the end thereof:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (aa) **“Employed Lawyer”** means any **Employee** of a **Company**, in their capacity as such, who is admitted to practice law and who is or was employed as a lawyer full time and salaried by a **Company**.

- 2. Clause 4. **EXCLUSIONS** of the **D&O Coverage Section** is amended to include the following paragraph at the end of that Clause:

It is understood and agreed that solely with respect to the coverage afforded by this endorsement, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Employed Lawyer(s)**:

- (aa) alleging, arising out of, based upon or attributable to any **Wrongful Act** occurring at a time when the **Employed Lawyer(s)** was not employed as a lawyer by a **Company**;
- (bb) alleging, arising out of, based upon or attributable to as of November 09, 2010, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging any **Wrongful Act** which is the same or **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;
- (cc) alleging, arising out of, based upon or attributable to any **Wrongful Act**, if as of November 09, 2010, an **Employed Lawyer(s)** knew or could have reasonably foreseen that such **Wrongful Act** could give rise to a **Claim**; or
- (dd) alleging, arising out of, based upon or attributable to any activities by an **Employed Lawyer(s)** as an officer or director of any entity, other than a **Company**.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023* forms a part of
Policy number: *01-354-46-30*
Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

3.

3. EMPLOYED LAWYERS SUBLIMIT OF LIABILITY

The maximum limit of the Insurer's liability for all Loss arising from coverage as is afforded by this endorsement for Claim(s) alleging a Wrongful Act by an Employed Lawyer(s) shall be \$1,000,000 (hereinafter the "Employed Lawyer Coverage Sublimit of Liability"). This Employed Lawyer Coverage Sublimit of Liability shall be part of and not in addition to the Policy Aggregate Limit of Liability stated in the Item 7(a) of the Declarations and any Separate Limit of Liability or Shared Limit of Liability applicable to this D&O Coverage Section as set forth in Item 3 of the Declarations.

4. The D&O Coverage Section is further amended to include the following provision at the end thereof:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023

forms a part of

Policy number: 01-354-46-30

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

EL-1. EMPLOYED LAWYERS COVERAGE PROVISIONS

It is understood and agreed that with respect to the coverage afforded under this endorsement, a **Company** will be conclusively deemed to have indemnified the **Employed Lawyer(s)** to the extent that the **Company** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Company**. The **Company** hereby agrees to indemnify the **Employed Lawyer(s)** to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

5. Clause 11. **OTHER INSURANCE** of the **General Terms and Conditions** is amended to include the following paragraph at the end thereof:

11. OTHER INSURANCE

Notwithstanding the foregoing, it is understood and agreed that the coverage provided by this endorsement is specifically excess over any other valid or collectible lawyers' professional insurance, legal malpractice or errors and omissions insurance and shall only drop down and be primary insurance only in the event of exhaustion of such other insurance due to losses paid thereunder.

P.

NON-RENEWAL CLAUSE

(90 DAYS)

(GTC)

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023 forms a part of
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

The **General Terms and Conditions** is amended to include the following clause at the end thereof:

NR-1. NON-RENEWAL CLAUSE

It is agreed that if the **Insured** submits a completed renewal application and the **Insurer** decides not to offer any renewal terms for this policy, the **Insurer** shall provide written notice to the **Insured's** broker and the **Policy Period** will be extended, if necessary, to ensure that the policy expiration date is at least ninety (90) days subsequent to the date of such notice of non-renewal. If an extension of the **Policy Period** is required, the additional premium shall be computed on a pro rata basis.

Q.

LOSS DEFINITION AMENDATORY ENDORSEMENT

(FCPA CIVIL PENALTIES)

(D&O COVERAGE SECTION)

In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, paragraph (u)("**Loss**") is amended by appending the following to the end thereof:

Loss shall also include, subject to the other terms, conditions and exclusions of this **D&O Coverage Section**, including, but not limited to, exclusions 4(a), 4(b) and 4(c) of this **D&O Coverage Section**, civil penalties assessed against any individual director or officer pursuant to Sections 2(g)(2)(B) of the Foreign Corrupt Practices Act,

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

15 U.S.C. § 78dd-2(g)(2)(B).

R.

**DEFINITION OF OUTSIDE ENTITY EXECUTIVE
AMENDED TO INCLUDE INDIVIDUAL INSUREDS
(D&O AND EPL COVERAGE SECTIONS)**

In Clause 2. **DEFINITIONS** of both the **D&O Coverage Section** and the **EPL Coverage Section**, the definition of “**Outside Entity Executive**” is deleted in its entirety and replaced with the following:

“**Outside Entity Executive**” means any: (i) **Individual Insured** of the **Company** serving in the capacity as director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the specific request or direction of the **Company**; or (ii) any other person listed as an **Outside Entity Executive** in an endorsement to this **Coverage Section**. It is understood and agreed that, in the event of a disagreement between the **Company** and an individual as to whether such individual was acting “at the specific request or direction of the **Company**,” this **Coverage Section** shall abide by the determination of the **Company** on this issue and such determination shall be made by written notice to the **Insurer** within ninety (90) days after the **Claim** is first reported to the **Insurer** pursuant to the terms of the policy. In the event no determination is made within such period, this **Coverage Section** shall apply as if the **Company** determined that such **Individual Insured** was not acting at the **Company’s** specific request or direction.

S.

**INDIVIDUAL INSURED DEFINITION AMENDED ENDORSEMENT
(SPECIFIED CAPACITY)
(D&O COVERAGE SECTION)**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Coverage as is provided under the **D&O Coverage Section** is extended and the Definition of “**Individual Insured**” in the **D&O Coverage Section** is amended to include any individual(s) serving in the below listed capacity(ies)::

CAPACITY
any de facto director, alternate director, trustees, board observers, advisory board members and/or shadow director of any Company serving in his or her capacity as such. Coverage will apply automatically to any new de facto director of any management committee or board of managers or directors of any Company .

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the **Company** will be conclusively deemed to have indemnified the persons afforded coverage by this endorsement to the extent that the **Company** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Company**. The **Company** hereby agrees to indemnify such persons to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

T.

OUTSIDE ENTITY ENDORSEMENT

(BLANKET FOR PROFIT)

(D&O COVERAGE SECTION)

1. The definition of “**Outside Entity**” in the **D&O Coverage Section** is amended to include any “**Approved For-Profit Outside Entity**” (as defined below).

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023

forms a part of

Policy number: 01-354-46-30

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

2. The Continuity Date applicable to the coverage provided under this policy to any **Outside Entity Executive** of any **Approved For-Profit Outside Entity** shall be the date on which the **Individual Insured** first served as an **Outside Entity Executive** of such **Approved For-Profit Outside Entity**.
3. Solely with respect to any **Outside Entity Executive** of an **Approved For-Profit Outside Entity**, Clause 11. **OTHER INSURANCE** of the **General Terms and Conditions** is amended by inserting the following at the end thereof:

Notwithstanding the foregoing, in the event of a **Claim** against an **Insured** arising out of his or her service as an **Outside Entity Executive** of an **Approved For-Profit Outside Entity**, coverage as is afforded by this policy shall be specifically excess of any indemnification provided by such **Outside Entity**. It is further understood and agreed that the **Company** will be conclusively deemed to have indemnified any **Outside Entity Executive** of an **Approved For-Profit Outside Entity** to the maximum extent that the **Company** is permitted or required pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of the **Company** (which are hereby deemed to adopt the broadest provisions of the law which determined or defines such rights of indemnity). Additionally, the **Company** hereby agrees to indemnify any **Outside Entity Executive** of an **Approved For-Profit Outside Entity** to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

4. As used in this endorsement:
 - (a) **"Approved For-Profit Outside Entity"** means any for-profit entity, that is not publicly traded, in which the **Named Entity** has an equity ownership interest greater than 10%, other than a **Financial Institution** or a **Subsidiary**.
 - (b) **"Financial Institution"** means any entity that is a bank (including but not limited to commercial banks and savings and loan institutions) or any entity which is a diversified financial institution (including but not limited to insurance companies, brokerage firms and investment companies).

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

U.

OTHER INSURANCE AMENDED

(GTC)

Clause 11. **OTHER INSURANCE** of the **General Terms and Conditions** is deleted in its entirety and replaced with the following:

With respect to all **Coverage Sections**, regarding **Loss** attributable to the **Wrongful Acts** of an **Insured Person**, this policy shall apply as primary insurance with respect to: (i) any private equity or venture capital liability, general partner liability, or other similar management or professional liability insurance maintained by any direct or indirect shareholder of the **Named Insured**; (ii) any indemnification which may be owed to an **Insured Person** by a current or former direct or indirect shareholder of the **Named Insured** (or any affiliate or control person of such shareholder); or (iii) any personal liability insurance that may be available to an **Insured Person**.

Notwithstanding the above, in the event of a **Claim** against an **Insured Person** in connection with his or her service at an **Outside Entity** or a **Claim** arising out of a **Wrongful Act** of an **Insured Person** who is a leased employee, coverage as is afforded by this policy shall be specifically excess of any valid and collectible indemnification provided by such **Outside Entity** or leasing company and any valid and collectible insurance provided to such **Outside Entity** or such leasing company.

Other than as specified above, this policy shall apply only in excess of any other valid and collectible insurance regardless of whether such other insurance is stated to be excess, contributory, contingent or otherwise.

V.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*

forms a part of

Policy number: *01-354-46-30*

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

**LIMITED PARTNERSHIP EXTENSION
(BLANKET COVERAGE FOR ADDITIONAL LIMITED PARTNERSHIPS)
(D&O AND EPL COVERAGE SECTIONS)**

I. AMENDMENTS TO GENERAL TERMS AND CONDITIONS

1. Solely with respect to the **D&O Coverage Section** and **EPL Coverage Section**, in Clause 2. **DEFINITIONS** of the **General Terms and Conditions**, the definition of “**Company**” is deleted in its entirety and replaced with the following:

“**Company**” means (i) the **Named Entity** and any **Subsidiary** thereof; (ii) any **Additional Limited Partnership**; (iii) any **General Partner** and (iv) in the event a bankruptcy proceeding shall be instituted by or against a **Company**, the resulting debtor-in-possession (or equivalent status outside the United States of America), if any.

2. Solely with respect to the **D&O Coverage Section** and **EPL Coverage Section**, in Clause 2. **DEFINITIONS** of the **General Terms and Conditions**, the definition of “**Subsidiary**” is amended by inserting the following paragraph at the end thereof:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Notwithstanding the foregoing, the term “**Subsidiary**” shall not include any entity formed as a limited partnership, regardless of whether such entity would otherwise satisfy the criteria set forth in this definition of **Subsidiary**.

3. Solely with respect to the **D&O Coverage Section** and **EPL Coverage Section**, Clause 2. **DEFINITIONS** of the **General Terms and Conditions** is amended to include the following definitions at the end thereof:

LP-(a) “**Additional Limited Partnership**” means:

- (i) any **Named Entity** formed as a limited partnership;
- (ii) any Limited Partnership of which the **Named Entity** maintains **Management Control**, either directly or indirectly;
- (iii) automatically any entity formed as a limited partnership: (1) whose assets total less than 15% of the total consolidated assets of the **Named Entity** as of the inception date of this policy; (2) of which a **Company** or an **Individual Insured** (other than an **Individual Insured** of such limited partnership) first becomes the sole **General Partner** during the **Policy Period**; and (3) whose partnership interests have not been sold in a public offering. The **Insured** shall provide the **Insurer** with full particulars of the new **Additional Limited Partnership** before the end of the **Policy Period**; or
- (iv) any entity formed as a limited partnership (other than a limited partnership described in subparagraph (ii) above) of which a **Company** or an **Individual Insured** (other than an **Individual Insured** of such limited partnership) first becomes the sole **General Partner** or which is otherwise first sponsored by or affiliated with a **Company** during the **Policy Period**, but only upon the condition that within 90 days of the date of first sponsorship or affiliation, the **Insured** shall have provided the **Insurer** with full particulars of the new **Additional Limited Partnership** and agreed to any additional premium and/or amendment of the provisions of this policy required by the **Insurer** relating to such new **Additional Limited Partnership**. Further, coverage as shall be afforded to a new **Additional Limited Partnership** is conditioned upon the **Insured** paying when due any additional premium required by the **Insurer** relating to such **Additional Limited Partnership**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*

forms a part of

Policy number: *01-354-46-30*

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

LP-(b) “**General Partner**” means:

- (i) any **Company** or any **Executive** or **Employee** of a **Company** acting in the capacity as a general partner of an **Additional Limited Partnership**; or
- (ii) any other person or entity listed as a **General Partner** in an endorsement to the policy, acting in their capacity as a general partner of an **Additional Limited Partnership**.

4. The following Clause is added to the end of the **General Terms and Conditions**:

LP-1 ADDITIONAL LIMITED PARTNERSHIP EXCLUSIONS

Solely with respect to the coverage afforded by this endorsement for **Additional Limited Partnerships**, the **Insurer** shall not be liable to make payment for **Loss** in connection with any **Claim** made against any **Insured**:

- (aa) alleging, arising out of, based upon, or attributable to the commingling of funds;
- (bb) for loss of tax benefits; provided, however, this exclusion shall not apply to **Defense Costs**; and
- (cc) for the return or reimbursement of fees paid by an **Additional Limited Partnership** to a **General Partner** or an affiliate thereof in connection with services performed for the **Additional Limited Partnership**; provided, however, that this exclusion shall not apply to **Defense Costs**;

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023

forms a part of

Policy number: 01-354-46-30

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

II. AMENDMENTS TO EPL COVERAGE SECTION

1. In Clause 2. **DEFINITIONS** of the **EPL Coverage Section**, the definition of **“Wrongful Act”** is deleted in its entirety and replaced with the following:

“Wrongful Act” means any actual or alleged (i) **Employment Practices Violation**, or (ii) **Third Party Violation** by the **Company** or by an **Employee** or **Executive** of the **Company** in their capacity as such, or by such **Company**, **Employee** or **Executive** in their capacity as the **General Partner** of an **Additional Limited Partnership**.

2. In Clause 3. **EXCLUSIONS** of the **EPL Coverage Section**, paragraphs (e) and (k) are deleted in their entirety and replaced with the following:

(e) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in any capacity, other than as an **Executive** or **Employee** of a **Company**, as an **Outside Entity Executive** of an **Outside Entity**, or as the **General Partner** of an **Additional Limited Partnership**.

(k) alleging, arising out of, based upon or attributable to any **Claim** brought by a securities holder or limited partner of a **Company**, an **Outside Entity** or an affiliate of the **Named Entity** in their capacity as such in the form of a shareholder or limited partnership class, direct or derivative action on behalf of such **Company**, **Outside Entity** or affiliate.

III. AMENDMENTS TO D&O COVERAGE SECTION

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

1. Solely with respect to the coverage afforded by this endorsement for Additional **Limited Partnerships**, in Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of “**Wrongful Act**” is deleted in its entirety and replaced with the following:

(cc) “**Wrongful Act**” means:

- (i) with respect to any **Executive** or **Employee** of a **Company**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such **Executive** or **Employee** in their respective capacities as such or in their capacity as a **General Partner** of an **Additional Limited Partnership**, or any matter claimed against such **Executive** or **Employee** solely by reason of his or her status as an **Executive** or **Employee** of a **Company** or as a **General Partner** of an **Additional Limited Partnership**; or
 - (ii) with respect to a **Company**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by a **Company**; including, without limitation, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by a **Company** in its capacity as a **General Partner** of an **Additional Limited Partnership**; or
 - (iii) with respect to service on an **Outside Entity**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by an **Outside Entity Executive** in his or her capacity as such.
2. Solely with respect to the coverage afforded by this endorsement for Additional **Limited Partnerships**, in Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, paragraphs (g), (i) and (k) are deleted in their entirety and replaced with the following:
 - (g) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in any capacity, other than as (i) an **Executive**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

or **Employee** of a **Company**; (ii) a **General Partner** of an **Additional Limited Partnership**; or (ii) an **Outside Entity Executive** of an **Outside Entity**;

- (i) which is brought by or on behalf of a **Company** or any **Individual Insured**, other than an **Employee** of a **Company**; or which is brought by any security holder, limited partner or member of the **Company**, whether directly or derivatively, unless such security holder's, limited partner's or member's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any **Company** or any **Executive** of a **Company**; provided, however, this exclusion shall not apply to:
- (i) any **Claim** brought by an **Individual Insured** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a **Claim** which is covered by this policy;
- (ii) in any bankruptcy proceeding by or against a **Company**, any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator or creditors' committee (or any assignee thereof) of such **Company**;
- (iii) any **Claim** brought by any past **Executive** of a **Company** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for a **Company** for at least three (3) years prior to such **Claim** being first made against any person;
- (v) any **Executive** engaging in any protected "whistleblower" activity specified in 18 U.S.C. 1514A(a) or any other similar "whistleblower" protection provided under any state, local or foreign securities laws; provided, however, that this subsection (v) shall not apply where the actions of any **Executive** includes the filing of any proceeding or voluntarily testifying, voluntarily participating in or voluntarily

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

assisting (other than de minimus assistance) in the filing or prosecution of any proceeding against an **Insured** relating to any violation of any rule or regulation of the Securities and Exchange Commission or any similar provision of any federal, state, local or foreign rule or law relating to fraud against shareholders, other than such actions in connection with a proceeding that is brought by the Securities and Exchange Commission, any similar state, local or foreign regulatory body that regulates securities, or any state, local or foreign law enforcement authority.

(k)alleging, arising out of, based upon or attributable to the purchase by a **Company** of securities of a "**Publicly Traded Entity**" in a transaction which resulted, or would result, in such entity becoming an **Additional Limited Partnership**, a **Subsidiary** or an **Affiliate** of a **Company**; provided, however, this exclusion shall not apply in the event that within thirty (30) days prior to it becoming an **Additional Limited Partnership**, **Subsidiary** or **Affiliate**, the **Named Entity** gives written notice of the transaction to the **Insurer** together with full particulars and underwriting information required and agrees to any additional premium or amendment of the provisions of this **D&O Coverage Section** required by the **Insurer** relating to the transaction. Further, coverage as shall be afforded to the transaction is conditioned upon the **Named Entity** paying when due any additional premium required by the **Insurer** relating to the transaction. An entity is a **Publicly Traded Entity** if any securities of such entity have previously been subject to a public offering;

W.

CO-DEFENDANT EXTENSION ENDORSEMENT

(PRIVATE EQUITY OR VENTURE CAPITAL FUNDS)

(D&O, EPL & FLI COVERAGE SECTIONS)

The coverage afforded by this **D&O Coverage Section**, **EPL Coverage Section**, and **FLI Coverage Section** are extended to the following **Named Co-Defendant(s)**:

NAMED CO-DEFENDANT(S)

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Birch Hill Equity Partners Management Inc.
Birch Hill Equity Partners Inc.

Coverage shall apply to the **Co-Defendant(s)** for a **Claim** made against such **Co-Defendant(s)**, provided that such **Claim** (i) is for an actual or alleged **Wrongful Act** committed by an **Insured** other than the **Co-Defendant(s)**, (ii) is first made and maintained against such **Insured**, (iii) the **Co-Defendant(s)** become named in such **Claim** by reason of such **Co-Defendant(s)**' ownership in or management control of the **Named Entity** and (iv) the **Co-Defendants** and **Insureds** are represented by the same counsel in such **Claim**.

In the event the **Co-Defendant(s)** are dismissed from the litigation of such **Claim**, or otherwise found not to be liable by judgment or court order, coverage for the **Co-Defendant(s)** under this policy shall terminate, effective on the date such dismissal, judgment or order becomes final.

Coverage of the **Co-Defendant(s)** shall be on the same terms and conditions, including any applicable **Retention**, as apply to coverage of the **Insured** for such **Claim**.

Solely with respect to the coverage afforded by this endorsement, the following definitions are added to the **D&O Coverage Section**:

"Affiliated Entities" means:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (1) a pooled investment vehicle formed and controlled by the **Named Co-Defendant** for purposes of making a direct or indirect investment in the **Named Entity**;
- (2) an entity which is a general partner, managing general partner, managing member, administrative member, sole member, manager, managing shareholder or other sponsor of a pooled investment vehicle described in paragraph 1 above;
- (3) an entity (including, but not limited to, any holding company, special purpose vehicle or other acquisition vehicle) formed for the sole purpose of holding a direct or indirect interest in the **Named Entity**, but only if such entity is majority-owned and controlled by a pooled investment vehicle described in paragraph 1 above and/or directly by the **Named Co-Defendant**.

“**Co-Defendant(s)**” means the **Named Co-Defendant** and its **Affiliated Entities**, and such entities’ directors, officers, and employees in their capacity as such.

X.

**PRIOR NOTICE EXCLUSION AMENDED
(D&O COVERAGE SECTION)**

In Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, exclusion (d) is deleted in its entirety and replaced with the following:

- (d) alleging, arising out of, based upon or attributable to the facts alleged, or the same or **Related Wrongful Act(s)** alleged or contained in any:
 - (i) **Claim** which has been reported; or
 - (ii) circumstances of which notice has been given and accepted as sufficient notice,

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

under any policy of which this **D&O Coverage Section** is a renewal or replacement or which it succeeds in time;

Y.

**PENDING & PRIOR LITIGATION EXCLUSION AMENDED
(D&O COVERAGE SECTION)**

In Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, exclusion (e) is deleted in its entirety and replaced with the following:

(e) alleging, arising out of, based upon or attributable to, as of the **Continuity Date**, any pending or prior: (i) litigation; or (ii) administrative or regulatory proceeding or investigation of which the CEO, CFO, general counsel or risk manager of the **Named Entity** had notice and to which an **Insured** is or was a party or a reasonable person would suspect that an **Insured** may become a party; or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;

Z.

**PENSION & LABOUR LIABILITY EXCLUSION AMENDED
(D&O COVERAGE SECTION)**

In Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, exclusion (o) is deleted in its entirety and replaced with the following:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

(o) for any violation of:

- i. responsibilities, obligations or duties imposed by the Canada Pension Benefits Standards Act, the Ontario Pension Benefits Act, the U.S. Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any similar provisions of any federal, provincial, territorial, state, local or foreign statutory or common pension law with respect to any benefit plans sponsored (solely or jointly) by the **Named Entity**; provided, however, this exclusion shall not apply to the extent that a **Claim** is a **Securities Claim** or a **Statutory Claim**;

- ii. (a) responsibilities obligations or duties imposed by the Canada Labour Code, the Employment Standards Act, the Labour Adjustment Benefits Act, the Ontario Occupational Health and Safety Act, the Employment Equity Act, the U.S. Fair Labor Standards Act, the U.S. National Labor Relations Act, the U.S. Worker Adjustment and Retraining Notification (WARN) Act, the U.S. Consolidated Omnibus Budget Reconciliation Act (COBRA), the U.S. Occupational Safety and Health Act (OSHA), any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, provincial, territorial, state, local or foreign law or amendment to a law; or

(b) alleging, arising out of, based upon or attributable to any of the circumstances described in any of the following:

- (i) the refusal, failure or inability of any Insured to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
- (ii) improper deductions from pay taken by any Insured from any **Employee** or purported **Employee**; or
- (iii) failure to provide or enforce legally required meal or rest break periods;

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

provided, however, this exclusion shall not apply to the extent that a **Claim** is a **Securities Claim** or a **Statutory Claim** or to **Non-Indemnifiable Loss**;

AA.

**EXCLUSIONS (Q) AND (R) AMENDED
(D&O COVERAGE SECTION)**

In Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, exclusions (q) and (r) are deleted in their entirety and replaced with the following:

(q) alleging, arising out of, based upon, or attributable to the (a) employment of any individual or any employment practice, including, but not limited to, wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim; or (b) the harassment or unlawful discrimination, or the violation of the civil rights of a person relating to such harassment or discrimination; in all cases, whether alleged to be committed against an **Individual Insured** or anyone other than an **Individual Insured** relating to an **Employee** of the **Company** or applicant for employment with the **Company** or an **Outside Entity**, including any students, patients, members, customers, vendors and suppliers; provided, however, this exclusion shall not apply to the extent that a **Claim** is a **Securities Claim** or a **Statutory Claim**;

(r) [*INTENTIONALLY LEFT BLANK*]

BB.

**PRE-CLAIM INQUIRY/COSTS COVERAGE
(D&O COVERAGE SECTION)**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Clause 1. **INSURING AGREEMENTS** of the **D&O Coverage Section** is amended by deleting the first paragraph and Coverages A & B in their entirety and replacing them with the following:

1. INSURING AGREEMENTS

All coverage granted for **Loss** under this policy is provided solely with respect to (i) **Claims** first made against an **Insured**; (ii) **Pre-Claim Inquiries** first received by an **Individual Insured**, and (iii) **Crises** first occurring, in each such event, during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** pursuant to the terms of this policy. Subject to the foregoing and the other terms, conditions and limitations of this policy, this **D&O Coverage Section** affords the following coverage:

COVERAGE A: INDIVIDUAL INSURED INSURANCE

This policy shall pay the **Loss** of any **Individual Insured** arising from a:

- (i) **Claim** made against such **Individual Insured** for any **Wrongful Act** of such **Individual Insured**; and
- (ii) **Pre-Claim Inquiry**, to the extent that such **Loss** is either **Pre-Claim Inquiry Costs** or **Liberty Protection Costs**;

except when and to the extent that a **Company** has indemnified such **Individual Insured**.

COVERAGE B: PRIVATE COMPANY INSURANCE

- (i) **Company Liability**: This policy shall pay the **Loss** of any **Company** arising from a **Claim** made against such **Company** for any **Wrongful Act** of such **Company**.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

(ii) **Indemnification of an Individual Insured:** This policy shall pay the **Loss** of a **Company** arising from a:

(a) **Claim** made against an **Individual Insured** for any **Wrongful Act** of such **Individual Insured**; and

(b) **Pre-Claim Inquiry**, to the extent that such **Loss** is either **Pre-Claim Inquiry Costs** or **Liberty Protection Costs**;

but only to the extent that such **Company** has indemnified such **Individual Insured**.

Clause 2. **DEFINITIONS** of the **D&O Coverage Section** is amended as follows:

A. The Definition of **Defence Costs** is amended by adding the following to the end thereof:

“Defence Costs” shall not include **Pre-Claim Inquiry Costs**.

B. The definition of **“Loss”** is amended to include **Pre-Claim Inquiry Costs**.

C. The following Definitions are added to the end of Clause 2. **DEFINITIONS**:

(1) **“Enforcement Body”** means: (i) any federal, provincial, territorial, state, local or foreign law enforcement authority or other governmental investigative authority (including, but not limited to, the Department of Justice Canada, any provincial or territorial Department of Justice, any federal, provincial or territorial securities commission, the U.S. Department of Justice, the U.S. Securities and Exchange Commission and any attorney general), or (ii) the enforcement unit of any securities or commodities exchange or other self-regulatory organization..

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

(2) **“Liberty Protection Costs”** means:

- (a) reasonable and necessary fees, costs and expenses consented to by the **Insurer** and incurred by an **Insured Person** in order for an **Insured Person** to lawfully seek the release of the **Insured Person** from any pre-**Claim** arrest or confinement to a (i) specified residence or (ii) secure custodial premises operated by or on behalf of any law enforcement authority; or
- (b) reasonable and necessary premiums (but not collateral) consented to by the **Insurer** and incurred by an **Insured Person** for a bond or other financial instrument to guarantee the contingent obligation of the **Insured Person** for a specified amount required by a court that are incurred or required outside of Canada during the **Policy Period**, if such premiums: (i) arise out of an actual or alleged **Wrongful Act**, or (ii) are incurred solely by reason of such **Insured Person’s** status as an **Executive** or **Employee** of an **Organization**; and, in either case, no **Claim** has been made and no **Pre-Claim Inquiry** is known.

(3) **“Pre-Claim Inquiry”** means any pre-**Claim**:

- (1) verifiable request for an **Individual Insured** of any **Company** (i) to appear at a meeting or interview; or (ii) produce documents that, in either case, concerns the business of that **Company** or that **Individual Insured’s** insured capacities, but only if the request came from any:
 - (a) **Enforcement Body**; or
 - (b) **Company**, or, on behalf of a **Company**, by its board of directors (or the equivalent management body) or any committee of the board of directors (or the equivalent management body), arising out of an inquiry or investigation by an **Enforcement Body** concerning the business of that **Company** or that **Individual Insured’s** insured capacities.

©American International Group, Inc. All rights reserved.

END 001

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (2) arrest or confinement of an **Executive** of a **Company** to a: (i) specified residence; or (ii) secure custodial premises operated by or on behalf of an **Enforcement Body**, in connection with the business of any **Company** or an **Individual Insured's** capacity as an **Executive** or **Employee** of an **Company**.

"Pre-Claim Inquiry" shall not include any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a regulated entity, conducted in a **Company's** and/or **Enforcement Body's** normal review or compliance process.

- (4) **"Pre-Claim Inquiry Costs"** means:

- (a) with respect to a **Pre-Claim Inquiry** as described in subparagraph (1) of the definition of such term, the reasonable and necessary pre-**Claim** fees, costs and expenses consented to by the **Insurer** and incurred by an **Individual Insured** solely in connection with his/her preparation for and response to a **Pre-Claim Inquiry** directed to such **Individual Insured**, including attendance at an interview or meeting requested by an **Enforcement Body**, but excluding (i) any compensation of any **Individual Insured**; and (ii) the costs of complying with any formal or informal discovery or other request seeking documents, records or electronic information in the possession or control of a **Company**, the requestor or any other third party; and
- (b) with respect to a **Pre-Claim Inquiry** as described in subparagraph (2) of the definition of such term, **Liberty Protection Costs**.

- (5) **"Related Pre-Claim Inquiry"** means a **Pre-Claim Inquiry** involving, arising out of, based upon or attributable to any facts or **Wrongful Acts** that are the same as or related to those that were either: (1) alleged in a **Claim** made against an **Insured**; or (2) the subject of another **Pre-Claim Inquiry** received by an **Individual Insured**.

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

In Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, exclusion (d) is deleted in its entirety and replaced with the following:

or any **Pre-Claim Inquiry** received by any **Individual Insured**, alleging, arising out of, based upon or attributable to the facts alleged, or to the same or Related **Wrongful Acts** alleged or contained in any **Claim**, or to the facts or **Wrongful Acts** that were the subject of any **Pre-Claim Inquiry**, which has been reported, or in any circumstances of which notice has been given, under any directors and officers liability insurance policy which affords coverage (or which would afford coverage but for the exhaustion of its limits of liability) and which was in force prior to the Inception Date of this policy;

Solely with respect to coverage as is afforded under the **D&O Coverage Section**, Clause 4. **LIMITS OF LIABILITY (FOR ALL LOSS IN THE AGGREGATE UNDER THIS POLICY AND UNDER EACH INDIVIDUAL COVERAGE SECTION - INCLUDING DEFENCE COSTS)** of the **General Terms and Conditions** is deleted in its entirety and replaced with the following:

LIMITS OF LIABILITY UNDER THE D&O COVERAGE SECTION (FOR ALL LOSS - INCLUDING DEFENCE COSTS AND PRE-CLAIM INQUIRY COSTS)

The **Policy Aggregate Limit of Liability** is the aggregate limit of the **Insurer's** liability for all **Loss** (including **Defence Costs** and **Pre-Claim Inquiry Costs**) under all **Coverage Sections** combined. The **Policy Aggregate Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** for the **Policy Period**.

If **Separate Limits of Liability** are stated in Item 3 of the **Declarations** for the **D&O Coverage Section**, then such **Separate Limit of Liability** shall be the aggregate limit of the **Insurer's**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

liability for all **Loss** (including **Defence Costs** and **Pre-Claim Inquiry Costs**) under the **D&O Coverage Section**. The **Separate Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Separate Limit of Liability** for the **Policy Period**. Such **Separate Limit of Liability** shall be part of and not in addition to the **Policy Aggregate Limit of Liability** for all **Loss** under this policy and shall in no way serve to increase the **Insurer's Policy Aggregate Limit of Liability** as therein stated.

If **Shared Limits of Liability** are stated in Item 3 of the Declarations for the **D&O Coverage Section**, then such **Shared Limit of Liability** shall be the aggregate limit of the **Insurer's** liability for all **Loss** (including **Defence Costs** and **Pre-Claim Inquiry Costs**) with respect to all **Coverage Sections** for which such **Shared Limit of Liability** is applicable, as indicated on the Declarations. The **Shared Limit of Liability** for the **Discovery Period** shall be part of, and not in addition to, the **Shared Limit of Liability** for the **Policy Period**. Such **Shared Limit of Liability** shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** for all **Loss** under this policy and shall in no way serve to increase the **Policy Aggregate Limit of Liability** as therein stated.

Defence Costs are not payable by the **Insurer** in addition to the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or **Shared Limit of Liability**. **Defence Costs** are part of **Loss** and as such are subject to the **Policy Aggregate Limit of Liability** for **Loss** and any applicable **Separate Limit of Liability** or **Shared Limit of Liability**. Amounts incurred for **Defence Costs** shall be applied against the **Retention**.

Clause 6. **RETENTION CLAUSE** of the **D&O Coverage Section** is deleted in its entirety and replaced with the following:

RETENTION CLAUSE

The following provisions shall apply in addition to the provisions of Clause 5. **RETENTION** of the **General Terms and Conditions**:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023* forms a part of
Policy number: *01-354-46-30*
Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

For each **Claim** and **Pre-Claim Inquiry**, the **Insurer** shall only be liable for the amount of **Loss** arising from such **Claim** or **Pre-Claim Inquiry** which is in excess of the applicable Retention amounts stated in Item 3 of the Declarations for the **D&O Coverage Section**, such Retention amount to be borne by a **Company** and/or the **Individual Insured** and remain uninsured, with regard to all **Loss** other than **Non-Indemnifiable Loss**.

A single Retention amount shall apply to **Loss** arising from (1) all **Claims** alleging the same **Wrongful Act** or Related **Wrongful Acts** or alleging a **Wrongful Act** that is the subject of a **Pre-Claim Inquiry**, and (2) all **Related Pre-Claim Inquiries**.

It is further understood and agreed that in the event the **Company** is unable to pay an applicable Retention amount due to **Financial Insolvency**, then the **Insurer** shall commence

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

advancing **Loss** within the Retention; provided, however, that the **Insurer** shall be entitled to recover the amount of **Loss** advanced within the Retention from the **Company** pursuant to Clause 10. SUBROGATION of the **General Terms and Conditions**.

No Retention amount is applicable to **Crisis Management Loss** or **Non-Indemnifiable Loss**.

Solely with respect to the **D&O Coverage Section**, Clause 6. **NOTICE/CLAIM REPORTING PROVISIONS** of the **General Terms and Conditions** is amended by deleting paragraph (a) thereof in its entirety and replacing it with the following:

(a) A **Company** or an **Insured** shall, as a condition precedent to the obligations of the **Insurer** under this policy:

(1) give written notice to the **Insurer** of a **Claim** made against an **Insured** or a **Crisis Management Event**; or

(2) if an **Insured** elects to seek coverage for **Pre-Claim Inquiry Costs** in connection with any **Pre-Claim Inquiry**, give written notice to the **Insurer** of that **Pre-Claim Inquiry**;

as soon as practicable after (i) the **Named Entity's** Risk Manager or General Counsel (or equivalent position) first becomes aware of the **Claim** or **Pre-Claim Inquiry**; or the **Crisis Management Event** commences. In all such events, notification must be provided no later than 90 days after the end of the **Policy Period** or the **Discovery Period** (if applicable).

Solely with respect to the **D&O Coverage Section**, Clause 6. **NOTICE/CLAIM REPORTING PROVISIONS** of the **General Terms and Conditions** is amended by deleting paragraph (b) thereof in its entirety and replacing it with the following:

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (b) If written notice of a **Claim** has been given to the **Insurer** pursuant to Clause 6(a) above, then a **Claim** which is subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which such notice has been given, or alleging a **Wrongful Act** that is a **Related Wrongful Act** to any **Wrongful Act** either alleged in the **Claim**, of which such notice has been given, shall be considered made at the time the first **Claim** was made.

If a **Pre-Claim Inquiry** was first received by an **Insured** and reported in accordance with Clause 7(a) above, then:

- (1) any **Related Pre-Claim Inquiry** that is reported in accordance with Clause 7(a) above shall be deemed to be a **Pre-Claim Inquiry** first received at the time that such previously reported **Pre-Claim Inquiry** was first received by an **Individual Insured**; and
- (2) any subsequent **Claim** alleging, arising out of, based upon or attributable to any facts or **Wrongful Acts** that are the same as or related to those that were the subject of another **Pre-Claim Inquiry** received by an **Insured** that is reported in accordance with Clause 7(a) above shall be deemed to be a **Claim** first made at the time that such previously reported **Pre-Claim Inquiry** was first received by an **Insured**.

With respect to any subsequent **Related Pre-Claim Inquiry**, this policy shall not cover **Loss** incurred before such subsequent **Related Pre-Claim Inquiry** is actually received by an **Individual Insured**, and with respect to any subsequent **Claim** as described in this paragraph (b), this policy shall not cover **Loss** incurred before such subsequent **Claim** is actually made against an **Insured**.

Clause 7. **DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)** of the **D&O Coverage Section** is deleted in its entirety and replaced with the following:

7. DEFENCE COSTS, PRE-CLAIM INQUIRY COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS AND PRE-CLAIM INQUIRY COSTS)

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

The **Insurer** does not assume any duty to defend. The **Insureds** shall defend and contest any **Claim** made against them.

Notwithstanding the foregoing, the **Insureds** shall have the right to tender the defence of the **Claim** to the **Insurer**, which right shall be exercised in writing by the **Named Entity** on behalf of all **Insureds** to the **Insurer** pursuant to the notice provisions of Clause 12 of the **General Terms and Conditions**. This right shall terminate if not exercised within thirty (30) days of the date the **Claim** is first made against an **Insured**. Further, from the date the **Claim** is first made against an **Insured** to the date when the **Insurer** accepts the tender of the defence of such **Claim**, the **Insureds** shall take no action, or fail to take any required action, that prejudices the rights of any **Insured** or the **Insurer** with respect to such **Claim**. Provided that the **Insureds** have complied with the foregoing, the **Insurer** shall be obligated to assume the defence of the **Claim**, even if such **Claim** is groundless, false or fraudulent. The assumption of the defence of the **Claim** shall be effective upon written confirmation sent thereof by the **Insurer** to the **Named Entity**. Once the defence has been so tendered, the **Insured** shall have the right to effectively associate with the **Insurer** in the defence and the negotiation of any settlement of any **Claim**, subject to the provisions of this Clause 7; provided, however, the **Insurer** shall not be obligated to defend such **Claim** after the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or **Shared Limit of Liability** have been exhausted.

Once the **Insurer** has received written notice of a **Claim** for which the **Insurer** has not assumed the defence or a **Pre-Claim Inquiry**, the **Insurer** nevertheless shall advance, excess of any applicable Retention, covered **Defence Costs** or **Pre-Claim Inquiry Costs**, respectively, on a current basis, but no later than 60 days after the **Insurer** has received itemized bills for those **Defence Costs** or **Pre-Claim Inquiry Costs**. Such advanced payments by the **Insurer** shall be repaid to the **Insurer** by each and every **Insured** or the **Company**, severally according to their respective interests, in the event and to the extent that any such **Insured** or the **Company** shall not be entitled under the terms and conditions of this **D&O Coverage Section** to payment of such **Loss**.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

When the **Insurer** has not assumed the defence of a **Claim** pursuant to this Clause 7, the **Insurer** nevertheless shall advance, at the written request of the **Insured**, **Defence Costs** every sixty (60) days. Such advanced payments by the **Insurer** shall be repaid to the **Insurer** by each and every **Insured** or the **Company**, severally according to their respective interests, in the event and to the extent that any such **Insured** or the **Company** shall not be entitled under the terms and conditions of this **D&O Coverage Section** to payment of such **Loss**.

Additionally, the **Insured** shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defence Costs** without the prior written consent of the **Insurer**. If the **Insured** admits or assumes any liability in connection with any **Claim** or **Pre-Claim Inquiry** without the consent of the **Insurer**, then the **Insurer** shall not have any obligation to pay **Loss** with respect to such **Claim** or **Pre-Claim Inquiry**. Only those settlements, stipulated judgments, **Defence Costs** and **Pre-Claim Inquiry Costs** which have been consented to by the **Insurer** shall be recoverable as **Loss** under the terms of this **D&O Coverage Section**. The **Insurer** shall not unreasonably withhold any consent required under this **D&O Coverage Section**, provided that the **Insurer**, when it has not assumed the defence of a **Claim** pursuant to this Clause 7, shall be entitled to effectively associate in the defence and the negotiation of any settlement of any **Claim**, and provided further that in all events the **Insurer** may withhold consent to any settlement, stipulated judgment or **Defence Costs** or **Pre-Claim Inquiry Costs**, or any portion thereof, to the extent such **Loss** is not covered under the terms of this **D&O Coverage Section**. In addition, the **Insured** shall not take any action, without the **Insurer's** written consent, which prejudices the **Insurer's** rights under this **D&O Coverage Section**.

This Clause 7 shall not be applicable to **Crisis Management Loss**.

Solely with respect to the **D&O Coverage Section**, Clause 8. **DISCOVERY CLAUSE** of the **General Terms and Conditions** is amended by deleting the first paragraph thereof in its

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

entirety and replacing it with the following:

If the **Named Entity** shall cancel or the **Named Entity** or the **Insurer** shall refuse to renew this policy or any **Coverage Section**, then, solely with regard to the policy or **Coverage Section** which was canceled or nonrenewed, the **Named Entity** shall have the right, upon payment of the applicable “**Additional Premium Amount**” described below, to a period of up to six (6) years or of unlimited duration following the effective date of such cancellation or nonrenewal (herein referred to as the “**Discovery Period**”), in which to give the **Insurer** written notice of (i) **Claims** first made against an **Insured**; and (ii) **Pre-Claim Inquiries** first received by an **Individual Insured**, during said **Discovery Period** for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by the canceled or nonrenewed policy or **Coverage Section**, as applicable. The rights contained in this Clause 8 shall terminate, however, unless written notice of such election together with the **Additional Premium Amount** due is received by the **Insurer** within thirty (30) days of the effective date of cancellation or nonrenewal.

Solely with respect to the **D&O Coverage Section**, Clause 12. **NOTICE AND AUTHORITY** of the **General Terms and Conditions** is deleted in its entirety and replaced with the following:

15. NOTICE AND AUTHORITY

Except for the giving of a notice of **Claim** or **Pre-Claim Inquiry**, which shall be governed by the provisions of Clause 6 of these **General Terms and Conditions**, all notices required under this policy to be given by the **Insured** to the **Insurer** shall be given in writing to the **Insurer** at the address stated in Item 9(a) of the Declarations. It is agreed that the **Named Entity** shall act on behalf of its **Subsidiaries** and each and every **Insured** with respect to the giving of notice of **Claim**, **Pre-Claim Inquiry** or circumstances, the giving and receiving of notice of cancellation and nonrenewal, the payment of premiums and the receiving of any return premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy, the exercising or declining of the right to tender

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

the defence of a **Claim** to the **Insurer** and the exercising or declining to exercise any right to a **Discovery Period**.

CC.

SEVERABILITY OF THE EXCLUSIONS AMENDED

(DO, EPL & FLI)

1. The last paragraph of Clause 4. **EXCLUSIONS** of the **D&O Coverage Section** is deleted in its entirety and replaced with the following:

For the purpose of determining the applicability of the foregoing Exclusions, other than exclusions 4(d), 4(e), 4(h), 4(i) and 4(t): (1) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any other **Individual Insured**; and (2) only the Wrongful Acts of any chief executive officer or chief financial officer (or equivalent positions) of the **Company** shall be imputed to the **Company**.

2. The last paragraph of Clause 3. **EXCLUSIONS** of the **EPL Coverage Section** is deleted in its entirety and replaced with the following:

For the purpose of determining the applicability of the foregoing Exclusions, other than exclusions 3(b), 3(c), and 3(d): (i) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any other **Individual Insured**; and (ii) only the Wrongful Acts of any chief executive officer or chief financial officer (or equivalent positions) of the **Company** shall be imputed to the **Company**.

3. The last paragraph of Clause 5. **EXCLUSIONS** of the **FLI Coverage Section** is deleted in its entirety and replaced with the following:

For the purpose of determining the applicability of the foregoing Exclusions, other than exclusions 5(d) and 5(e): (1) the facts pertaining to and knowledge possessed by any **Insured**

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

shall not be imputed to any other **Individual Insured**; and (2) only the Wrongful Acts of any chief executive officer or chief financial officer (or equivalent positions) of the **Company** shall be imputed to the **Company**.

DD.

RUNOFF ENDORSEMENT - AUTO COVERAGE

(PREMIUM PRE-SET; NO MORE THAN 175%)

Solely with respect to the **D&O, EPL and FLI Coverage Sections**, as of the effective time of the **"Runoff Transaction"** (hereinafter, the **"Effective Time"**) and upon the payment of the additional premium stated in paragraph 3. below, this policy shall be amended as follows:

1. This policy shall continue in full force and effect as to **Wrongful Acts** occurring prior to the **Effective Time**, but there shall be no coverage afforded by any provision of this policy for any actual or alleged **Wrongful Act** occurring after the **Effective Time**.
2. Clause 8. **DISCOVERY CLAUSE** of the **General Terms and Conditions** of this policy is deleted in its entirety and replaced with the following:

The **Named Entity** on its own behalf or on behalf of any **Subsidiary** thereof shall have the right to a period of six (6) years following the **Effective Time** (hereinafter, the **"Discovery Period"**) in which to give written notice to the **Insurer** of **Claims** first made against the **Insureds** during said **Discovery Period** for any **Wrongful Act** occurring on or prior to the **Effective Time** and otherwise covered by this policy.

3. The additional premium for the election of the **Discovery Period** and to exercise this runoff coverage shall be no more than 175% of the **Full Annual Premium** for each **Applicable Coverage Section**, except that in instances where there is U.S. exposure, insolvency, open or paid claims, the additional premium for election of the **Discovery Period** shall be no more than 200% of the **Full Annual Premium**.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

4. The **Discovery Period** shall be subject to all the terms and conditions of this policy. The **Discovery Period** shall not provide coverage for any actual or alleged **Wrongful Act(s)** occurring after the **Effective Time**.
5. The **Policy Aggregate Limit of Liability** for the **Discovery Period** shall be part of and not in addition to the remaining **Policy Aggregate Limit of Liability** of this policy as of the **Effective Time**. If a **Separate Limit of Liability** applied to an **Applicable Coverage Section** for the **Policy Period**, then the same such **Separate Limit of Liability** shall also apply to such **Applicable Coverage Section** for the **Discovery Period**, and such **Separate Limit of Liability** for the **Discovery Period** shall be part of and not in addition to the **Separate Limit of Liability** for the **Policy Period**. If a **Shared Limit of Liability** applied to two or more **Applicable Coverage Sections** for the **Policy Period**, then the same such **Shared Limit of Liability** shall also apply to such **Coverage Sections** for the **Discovery Period**, and such **Shared Limit of Liability** for the **Discovery Period** shall be part of and not in addition to the **Shared Limit of Liability** for the **Policy Period**. In no way shall the language of this endorsement be construed to reinstate, renew or increase the **Aggregate Limit of Liability** for this policy or any applicable **Separate Limit of Liability** or **Shared Limit of Liability** for the **Discovery Period**.
6. Clause 7. **CANCELLATION CLAUSE** of the **General Terms and Conditions** is deleted in its entirety and replaced with the following:

7. CANCELLATION CLAUSE

This policy may not be canceled, other than by or on behalf of **Insurer** for non-payment of premium (including the nonpayment of any additional premium for this endorsement). In the event of nonpayment of premium the **Insurer** may cancel this policy by delivering to the **Named Entity** or by mailing to the **Named Entity**, by registered, certified, or other first class mail, at the **Named Entity's** address as shown in Item 1 of the Declarations, written notice stating when, not less than the minimum time allowed pursuant to the applicable state law, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The **Policy Period** (or **Discovery Period**, as the case may be) terminates at

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

the date and hour specified in such notice, or at the date and time of surrender.
The premium for this policy shall be fully earned at inception.

7. In all events the coverage as is afforded by this endorsement shall be conditioned upon the **Named Entity** paying when due the additional premium set forth in paragraph (3) of this endorsement.

8. As used in this endorsement:

“Full Annual Premium” means, with respect to each **Applicable Coverage Section**, the total annual the premium level in effect for such **Applicable Coverage Section** immediately prior to the end of the **Policy Period**.

“Runoff Transaction” means a **Transaction** as defined in Clause 9 of the **General Terms and Conditions**.

EE.

LIBERALIZATION ENDORSEMENT
(HUB PORTFOLIO COMPANY AMENDATORY)
(GTC)

The **General Terms and Conditions** are amended to include the following clause at the end thereof:

In the event that the **Insurer** shall announce either: (1) a new private company insurance policy form that covers Director and Officer Liability and/or Employment Practices Liability and/or Fiduciary Liability; or (2) an enhancement of coverage endorsement to the **D&O Coverage Section**, **EPL Coverage Section** or **FLI Coverage Section**, which is to be made available to all **Insureds** and for which no additional premium is required, including, but not limited to, any

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023 forms a part of
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

HUB Amendatory Endorsement (or HUB Portfolio Company Amendatory Endorsement), then the **Named Entity** shall have the right to:

- a) such new policy or such new coverage enhancement endorsement
- b) have any term or condition under such new policy form and or coverage enhancement endorsement apply with respect to any **Claim**;

provided that the **Named Entity** has so requested either (a) and/or (b) above.

FF.

CLAUSE 8 DISCOVERY CLAUSE AMENDED

(GTC)

Clause 8. **DISCOVERY CLAUSE** of the **General Terms and Conditions** is deleted in its entirety and replaced with the following:

If the **Named Entity** shall cancel or the **Named Entity** or the **Insurer** shall refuse to renew this policy or any **Coverage Section**, then, solely with regard to the policy or **Coverage Section** which was cancelled or nonrenewed, the **Named Entity** shall have the right, upon payment of the applicable “**Additional Premium Amount**” described below, to a period of up to six (6) years or of unlimited duration following the effective date of such cancellation or nonrenewal (herein referred to as the “**Discovery Period**”), in which to give the **Insurer** written notice of **Claims** first made against any **Insured** during said **Discovery Period** for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by the cancelled or nonrenewed policy or **Coverage Section**, as applicable. The rights contained in this Clause 8 shall terminate, however, unless written notice of such election together with the **Additional Premium Amount** due is received by the **Insurer** within sixty (60) days of the effective date of cancellation or nonrenewal.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

The **Additional Premium Amount** for the elected **Discovery Period** shall be the “**Full Annual Premium**” (as defined below) multiplied by the applicable percentage amount indicated in Item 8 of the Declarations for the length time of elected for the **Discovery Period**. If the applicable subsection of Item 8 of the Declaration states “to be determined”, then the **Additional Premium Amount** for such **Discovery Period** shall be an amount determined by the **Insurer** in its sole and absolute discretion.

As used herein, “**Full Annual Premium**” means:

- (a) with regard to a cancelled or nonrenewed policy, the total annual premium charged for this policy; or
- (b) with regard to a cancelled or nonrenewed **Coverage Section**, the total annual premium charged for such **Coverage Section**.

In the event of a **Transaction**, as defined in Clause 9 of these **General Terms and Conditions**, the **Named Entity** shall have the right, within thirty (30) days before the end of the **Policy Period**, to request an offer from the **Insurer** of a **Discovery Period** (with respect to **Wrongful Acts** occurring prior to the effective time of the **Transaction**) for a period of up to six (6) years or for such longer or shorter period as the **Named Entity** may request. The **Insurer** shall offer such **Discovery Period** pursuant to such terms, conditions and premium as the **Insurer** may reasonably decide. In the event of a **Transaction**, the right to a **Discovery Period** shall not otherwise exist except as indicated in this paragraph.

The **Discovery Period** is not cancellable, except that the **Insurer** may cancel the **Discovery Period** for non-payment of premium. This Clause 8 and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

GG.

SETTLEMENT WITHIN APPLICABLE RETENTION AMOUNT

(DO, EPL & FLI)

1. Clause 7. **DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)** of the **D&O Coverage Section** is amended by adding the following paragraph at the end thereof:

Notwithstanding any of the foregoing, if all **Insured** defendants are able to dispose of all **Claims** which are subject to one Retention amount for an amount not exceeding such Retention amount (inclusive of **Defence Costs**), then the **Insurer's** consent shall not be required for such disposition.

2. Clause 6. **DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)** of the **EPL Coverage Section** is amended by adding the following paragraph at the end thereof:

Notwithstanding any of the foregoing, if all **Insured** defendants are able to dispose of all **Claims** which are subject to one Retention amount for an amount not exceeding such Retention amount (inclusive of **Defence Costs**), then the **Insurer's** consent shall not be required for such disposition.

3. Subsection (b) **INSURED'S OPTION TO ASSUME DEFENSE** of Clause 2. **DEFENSE CLAUSE** of the **FLI Coverage Section** is amended by adding the following paragraph at the end thereof:

Notwithstanding any of the foregoing, if all **Insured** defendants are able to dispose of all **Claims** which are subject to one Retention amount, for an amount not exceeding such Retention amount (inclusive of **Defense Costs**), then the **Insurer's** consent shall not be required for such disposition.

HH.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

AUTO PLAN THRESHOLD DELETED

(FLI COVERAGE SECTION)

Clause 3. **DEFINITIONS** of the **FLI Coverage Section**, section (5) of the definition of “**Plan**” is deleted in its entirety and replaced with the following:

- (5) if such **Plan** is a **Pension Plan** (other than an **ESOP**) and is acquired during the **Policy Period** as a result of the **Named Entity’s** acquisition of a **Subsidiary**; then this **FLI Coverage Section** shall apply to such **Plan** (but solely with respect to any **Wrongful Act** occurring after the date of such acquisition). The **Named Entity** shall provide the **Insurer** with full particulars of such new **Plan** before the end of the **Policy Period**.

it is further understood and agreed that Clause 3. **DEFINITIONS** of the **FLI Coverage Section**, section (6) of the definition of “**Plan**” is deleted in its entirety.

II.

COSTS OF INVESTIGATION COVERAGE SUBLIMIT AMENDED

(D&O COVERAGE SECTION)

Item 7(d) “**Costs of Investigation Coverage Sublimit for D&O**” of the Declarations is deleted in its entirety and replaced with the following:

7	(d) Costs of Investigation Coverage Sublimit for D&O:	\$500,000
----------	--	------------------

JJ.

SUBROGATION CLAUSE AMENDED

(FINAL NON-APPEALABLE ADJUDICATION)

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023 forms a part of
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

(GTC)

The first paragraph of Clause 10. **SUBROGATION** of the **General Terms & Conditions** is deleted in its entirety and replaced with the following:

In the event of any payment under this policy, the **Insurer** shall be subrogated to the extent of such payment to each **Insured's** rights of recovery thereof, and each **Insured** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insured**. In no event, however, shall subrogation be had against any **Individual Insured** under this policy, unless such **Individual Insured** has been convicted of a criminal act, or been determined by a final non-appealable adjudication to have committed a dishonest, fraudulent act or willful violation of any statute, rule or law, or determined by a final non-appealable adjudication to have obtained any profit or advantage to which such **Individual Insured** was not legally entitled.

KK.

TERMINATION LOSS DIFFERENTIAL

(EPL)

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

1. In Clause 2. **DEFINTIONS** of the **EPL Coverage Section**, the definition of “**Loss**” is amended by adding the following at the end thereof:

Loss shall also mean a **Termination Loss Differential**.

2. Clause 2. **DEFINITIONS** of the **EPL Coverage Section** is further amended by adding the following definition to the end thereof:

“**Termination Loss Differential**” means that portion of **Loss** which an **Insured** is legally obligated to pay pursuant to Canadian common law as a result of wrongful termination of an **Employee** who is employed pursuant to an implied and not a written contract or agreement, but only to the extent of the amount by which the **Loss** exceeds:

- (1) the minimum amount payable under applicable statutory law; and
- (2) any amounts equal to what the **Insured** has offered to pay and/or paid to the claimant as pay in lieu of notice or as payment in any way related to the **Insured’s** termination obligations to the **Employee** prior to the **Claim** being first made.

It is a condition precedent to the coverage provided for **Termination Loss Differential** that any offer to pay or payment made by the **Insured** to the **Employee** has been made:

- (3) reasonably and in good faith; and
- (4) in reliance upon legal advice of the **Insured’s** obligations under applicable statutory and common law.

©American International Group, Inc. All rights reserved.

END 001

This endorsement, effective *at 12:01AM July 31, 2023*
Policy number: *01-354-46-30*
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

LL.

DUAL CAPACITY

(D&O)

1. In Clause 4. **EXCLUSIONS** of the **D&O Coverage Section**, paragraph (g) is deleted in its entirety and replaced with the following:

(g) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in any capacity, other than as an **Executive** or **Employee** of a **Company**, or as an **Outside Entity Executive** of an **Outside Entity**; provided, however, that this exclusion shall not apply to that part of **Loss** for **Claims** made against an **Executive** of a **Company** for **Wrongful Acts** both in his or her capacity as an **Executive** of the **Company** and in his or her capacity as a director, officer, trustee, regent, governor or equivalent position or as an employee of a **Private Equity Sponsor**;

2. In Clause 2. **DEFINITIONS** of the **D&O Coverage Section**, the definition of "**Wrongful Act**" is deleted in its entirety and replaced with the following:

"**Wrongful Act**" means:

- (i) with respect to any **Executive** or **Employee** of a **Company**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

by such **Executive** or **Employee** in their respective capacities as such, or any matter claimed against such **Executive** or **Employee** of a **Company** by reason of his or her status as an **Executive** or **Employee** of a **Company** (provided, however, in the event an **Individual Insured** has acted both in a capacity at the **Company** and in a capacity as a direct or indirect shareholder of the **Company**, such dual capacity shall not in and of itself preclude coverage for acts committed in such **Individual Insured's** capacity at the **Company**);

(ii) with respect to a **Company**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by a **Company**;

(iii) with respect to service on an **Outside Entity**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by an **Outside Entity Executive** in his or her capacity as such; or

(iv) with respect to any **Executive** of a **Company**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, or act by such **Executive** in his or her capacity as a director, officer, trustee, regent, governor or equivalent position or as an employee of a **Private Equity Sponsor** but solely to the extent that a **Company** indemnifies such **Executive**.

3. Clause 2. **DEFINITIONS** of the **D&O Coverage Section** is amended to include the following definitions at the end of that Clause:

"Private Equity Sponsor" means Birch Hill Equity Partners Management Inc. and Birch Hill Equity Partners Inc.

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 1 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

MM.

INCONSISTENCY CLAUSE

1. In the event that there is an inconsistency within this endorsement, or between this endorsement and any term, condition or limitation of any other endorsement to this policy (other than an endorsement described in 2 below), whether such other endorsement precedes or follows this endorsement in time or sequence and any term or condition of this endorsement, then it is understood and agreed that the **Insurer** will resolve the inconsistency by applying the terms, conditions or limitations that are more favorable to the **Insured**.
2. In the event that there is an inconsistency between any: (a) state amendatory endorsement attached to this policy, or any other wording attached to this policy to comply with applicable law; and (b) any other term, condition or limitation of this policy; then, to the extent permitted by law, the **Insurer** will resolve the inconsistency by applying the terms, conditions or limitations that are more favorable to the **Insured**. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to the extent that: (i) any state amendatory or other wording expressly limits coverage in order to comply with applicable law, or (ii) any such amendatory or other compliance wording amends language applicable to premium. In such events, the state amendatory or other compliance wording will govern over any other term, condition or limitation of the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

©American International Group, Inc. All rights reserved.

END 001

ENDORSEMENT# 2

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

**PREDETERMINED ALLOCATION FOR DEFENCE COSTS
(WITH EXCEPTIONS FOR SPECIFIED EXCLUSIONS)
(D&O AND EPL COVERAGE SECTIONS)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause 7. **DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS** of the **D&O Coverage Section** is amended by inserting the following at the end thereof:

Defence Cost Allocation for Covered and Uncovered Matters:

In the event that any **Claim** made involves both covered and uncovered allegations or matters, then the **Insureds**, the **Insurer** and the **Company** shall allocate **Defence Costs** relating to any such **Claim** in the manner set forth below.

The preceding paragraph pertains only to **Defence Costs** for **Claims** which contain both covered and uncovered allegations or matters, and, accordingly, nothing in the preceding paragraph shall be construed to provide coverage for (i) **Loss** arising out of a **Claim** in which no allegations or matters are covered; or (ii) **Loss**, other than **Defence Costs**, for uncovered allegations or matters in **Claims** involving both covered and uncovered allegations or matters.

©American International Group, Inc. All rights reserved.

END 002

ENDORSEMENT# 2 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

With regard to **Defence Costs** incurred in connection with a **Claim** described in the first paragraph above, the **Insurer** shall pay 100 % of such **Defence Costs** up to the applicable **Separate Limit of Liability** or **Shared Limit of Liability**, and the remaining 0 % shall be deemed the obligation of the Insureds and not insured under this policy. The **Insurer's** liability for payment of the 100 % of such **Defence Costs** shall be subject to all other terms, conditions and limitations of the policy and all endorsements thereto (whether any such endorsement precedes or follows this endorsement), including without limitation all terms and conditions of Clause 7 and Clause 9 of the **D&O Coverage Section**. This **Defence Costs** allocation shall not apply to or create any presumption with respect to the allocation of any damages, judgments, settlements or any other aspect of **Loss** other than **Defence Costs**.

Notwithstanding the foregoing, this section entitled "**Defence Cost Allocation for Covered and Uncovered Matters**" shall not apply to any uncovered **Loss** resulting from the application of any of the below exclusionary endorsements:

Contract Exclusion

Anti-Trust Exclusion

Cyber Exclusion

2. Clause 6. **DEFENCE COSTS, SETTLEMENTS, JUDGMENTS (INCLUDING THE ADVANCEMENT OF DEFENCE COSTS)** of the **EPL Coverage Section** is amended by inserting the following at the end thereof:

Defence Cost Allocation for Covered and Uncovered Matters:

©American International Group, Inc. All rights reserved.

END 002

ENDORSEMENT# 2 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

In the event that any **Claim** made involves both covered and uncovered allegations or matters, then the **Insureds**, the **Insurer** and the **Company** shall allocate **Defence Costs** relating to any such **Claim** in the manner set forth below.

The preceding paragraph pertains only to **Defence Costs** for **Claims** which contain both covered and uncovered allegations or matters, and, accordingly, nothing in the preceding paragraph shall be construed to provide coverage for (i) **Loss** arising out of a **Claim** in which no allegations or matters are covered; or (ii) **Loss**, other than **Defence Costs**, for uncovered allegations or matters in **Claims** involving both covered and uncovered allegations or matters.

With regard to **Defence Costs** incurred in connection with a **Claim** described in the first paragraph above, the **Insurer** shall pay 100 % of such **Defence Costs** up to the applicable **Separate Limit of Liability** or **Shared Limit of Liability**, and the remaining 0 % shall be deemed the obligation of the **Insureds** and not insured under this policy. The **Insurer's** liability for payment of the 100 % of such **Defence Costs** shall be subject to all other terms, conditions and limitations of the policy and all endorsements thereto (whether any such endorsement precedes or follows this endorsement), including without limitation all terms and conditions of Clause 6 and Clause 7 of the **EPL Coverage Section**. This **Defence Costs** allocation shall not apply to or create any presumption with respect to the allocation of any damages, judgments, settlements or any other aspect of **Loss** other than **Defence Costs**.

Notwithstanding the foregoing, this section entitled "**Defence Cost Allocation for Covered and Uncovered Matters**" shall not apply to any uncovered **Loss** resulting from the application of any of the below exclusionary endorsements:

Confidential Information Exclusion

©American International Group, Inc. All rights reserved.

END 002

ENDORSEMENT# 2 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*
Policy number: *01-354-46-30*
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

Wage and Hour Exclusion

Contract Exclusion

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

©American International Group, Inc. All rights reserved.

END 002

ENDORSEMENT# 3

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

**SEPARATE RETENTION FOR CLAIMS BY
HIGHLY COMPENSATED EMPLOYEES
(EPL COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that Clause 5. **RETENTION CLAUSE** of the **EPL Coverage Section** is amended by adding the following paragraph at the end thereof:

Notwithstanding the foregoing, with regard to any **Highly Compensated Employee Claim**, the **Insurer** shall only be liable for the amount of **Loss** arising from such **Highly Compensated Employee Claim** which is in excess of a Retention amount of \$100,000, such Retention amount to be borne by the **Company** and/or the **Insureds** and shall remain uninsured, with regard to: (i) all **Indemnifiable Loss**; and (ii) **Loss** of the **Company**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Related Wrongful Acts**. In the event a **Claim** triggers more than one applicable retention amount, only the highest such amount shall apply, which amount shall apply to all **Loss** under such **Claim**.

As used in the endorsement, the term “**Highly Compensated Employee Claim**” means any **Claim** brought by or on behalf of any **Employee** or **Individual Insured** whose annualized base salary, at the time the **Wrongful Acts** alleged in the **Highly Compensated Employee Claim** are alleged to have occurred, was \$150,000 or more.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

©American International Group, Inc. All rights reserved.

END 003

ENDORSEMENT# 4

This endorsement, effective *12:01 am July 31, 2023* forms a part of
policy number *01-354-46-30*
issued to *Mastermind LP*

by *AIG Insurance Company of Canada*

It is agreed that:

RELIANCE UPON OTHER CARRIER'S APPLICATION/WARRANTY

In granting coverage under this policy, it is agreed that the Insurer has relied upon the statements and representations contained in:

- (i) the below referenced application (including materials submitted thereto and, if such application is a renewal application all such previous policy applications, and their attachments and materials, for which this policy is a renewal or succeeds in time), and
- (ii) any warranty(ies) provided by the Insureds in connection with any policy for which this policy is a renewal or succeeds in time

as being accurate and complete.

It is further understood and agreed that the Named Insured and the Insureds warrant and represent to the Insurer that the statements and representations made in such application and/or warranty(ies) were accurate on the date such representations and statement were so given and that in connection therewith the Insureds hereby reaffirm each and every statement made in the application and/or warranty(ies) to the below referenced carrier as accurate as of the below referenced date as if it was made to the Insurer on such date. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

<u>TYPE OF POLICY APPLICATION</u>	<u>CARRIER</u>	<u>DATE SIGNED</u>
<i>PrivatePlus Private Entity Management Liability Insurance</i>	<i>ENCON Group Inc.</i>	<i>October 9, 2018</i>

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

© American International Group, Inc. All rights reserved.

END 004

ENDORSEMENT# 5

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

CYBER EXCLUSION

(SECURITIES CLAIM AND HIPAA PENALTIES CARVEBACKS)

(D&O COVERAGE SECTION)

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **COVERAGE B: PRIVATE COMPANY INSURANCE**, paragraph (i), **Claim** made against the **Company**, of the **D&O Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against the **Company** for a **Security Failure** or **Privacy Event**. Notwithstanding the foregoing, this exclusion shall not apply to any:

(1) **Securities Claim**; and

(2) if provided by endorsement, **HIPAA Penalties**, subject to the **HIPAA Penalties Sublimit of Liability**.

The following definitions apply to this endorsement:

“Computer System” means any (1) computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices (including, without limitation, wireless and mobile devices), and are under the ownership, operation or control of, or leased by, the **Company**; or (2) “cloud

©American International Group, Inc. All rights reserved.

END 005

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

computing” or other hosted resources operated by a third party service provider for the use of, or on behalf of, the **Company**.

“**Confidential Information**” means any personally identifiable information or other third party information in the **Company’s** care, custody or control or for which the **Company** is legally responsible, including, but not limited to:

- (1) information from which an individual may be uniquely and reliably identified or contacted, including, without limitation, an individual’s name, address, telephone number, social security number or social insurance number, account relationships, account numbers, account balances, account histories and passwords;
- (2) information concerning an individual that would be considered “personal information” within the meaning of the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 (PIPEDA), or “nonpublic personal information” within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) (as amended) and its implementing regulations, or protected personal information under any similar federal, provincial, territorial, state, local or foreign law;
- (3) information concerning an individual that would be considered “personal health information”, “protected health information” or “electronic protected health information” within PIPEDA, the Ontario Personal Health Information Protection Act, S.O. 2004, c.3, the U.S. Health Insurance Portability and Accountability Act of 1996 (as amended) (HIPAA) or the U.S. Health Information Technology for Economic and Clinical Health Act (HITECH Act), and their implementing regulations, or protected health-related information under any similar federal, provincial, territorial, state, local or foreign law;
- (4) information concerning an individual that would be considered “personal data” or “sensitive personal data” within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) and any amendments thereto;
- (5) information used for authenticating customers for normal business transactions; or
- (6) any third party’s trade secrets, data, designs, interpretations, forecasts, formulas, methods, practices, processes, records, reports or other item of information that is not available to the general public.

©American International Group, Inc. All rights reserved.

END 005

ENDORSEMENT# 5 (Continued)

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

“Privacy Event” means any failure to protect **Confidential Information** (whether by “phishing,” other social engineering technique or otherwise) including, without limitation, that which could result in an identity theft or other wrongful emulation of the identity of an individual or corporation, or any failure to disclose such an event in violation of any **Security Breach Notice Law**.

“Security Breach Notice Law” means any federal, provincial, territorial, state, local or foreign statute or regulation that requires an entity collecting or storing **Confidential Information** to provide notice of any actual or potential unauthorized access by others to such **Confidential Information**.

“Security Failure” means a failure or violation of the security of a **Computer System** including, without limitation, that which results in or fails to mitigate any unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code. **Security Failure** includes any such failure or violation, resulting from the theft of a password or access code from an **Insured’s** premises, the **Computer System**, or an officer, director or employee of the **Company**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

©American International Group, Inc. All rights reserved.

END 005

ENDORSEMENT# 6

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

**CONFIDENTIAL INFORMATION EXCLUSION
(EPL COVERAGE SECTION)**

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to the **EPL Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

(a) for any violation of a **Data Privacy Law**; or

(b) alleging, arising out of, based upon or attributable to any:

(i) failure to protect **Confidential Information**;

(ii) wrongful access, obtainment, collection, disclosure, destruction, processing, profiling, retention, sale, sharing, storage, or use of **Confidential Information**;
or

(iii) failure to comply with those parts of a **Company's** privacy policy that relate to the manner in which a **Company** accesses, obtains, collects, discloses, destroys, processes, retains, protects, sells, shares, stores, uses, or provides access to, **Confidential Information**;

provided, however, that the foregoing subparagraph (b) shall not apply to the extent that a **Claim** is for an **Employment Practices Violation**, other than employment-related misrepresentation(s) to or employment-related invasion of privacy of an **Employee** of or an applicant for employment with a **Company** or an **Outside Entity** as described in subparagraphs (v) and (vi), respectively, of the definition of **Employment Practices Violation**.

©American International Group, Inc. All rights reserved.

END 006

ENDORSEMENT# 6 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*
Policy number: *01-354-46-30*
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

With respect to **Loss** in connection with a **Claim** including both allegations that are excluded from coverage by this endorsement and allegations that are otherwise covered by this policy, the **Insureds** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the amounts as between such uncovered and covered allegations.

For purposes of this endorsement, the following definitions shall apply:

“Confidential Information” means any information relating to an identified or identifiable individual or household including, without limitation, information from which an individual may be uniquely and reliably identified or contacted. **Confidential Information** includes, but is not limited to, biometric information, biometric identifiers, or biometric data.

“Data Privacy Law” means:

- (1) the Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the General Data Protection Regulation ((EU) 2016/679 (GDPR)), the New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act), Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and any rules or regulations of the foregoing promulgated thereunder and amendments thereto, or any similar federal, provincial, territorial, state, local or foreign law or amendment to a law; or
- (2) that part of any federal, provincial, territorial, state, local or foreign law governing or relating to the access, obtainment, collection, disclosure, destruction, processing, retention, protection, profiling, sale, sharing, storage, or use of **Confidential Information**.

©American International Group, Inc. All rights reserved.

END 006

ENDORSEMENT# 6 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*

forms a part of

Policy number: *01-354-46-30*

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

©American International Group, Inc. All rights reserved.

END 006

ENDORSEMENT# 7

This endorsement, effective at *12:01 am July 31, 2023* forms a part of
Policy number *01-354-46-30*
Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

**ADDITIONAL INSURED
(GENERAL TERMS AND CONDITIONS)**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. Definition (b), "**Company**" of the **General Terms and Conditions** shall include the following entity(ies), subject to the respective **Continuity Date(s)**:

ENTITIY(S)	CONTINUITY DATE
<i>Mastermind (newco) Inc.</i>	<i>April 1, 2020</i>
<i>BHEP (US) Mastermind Inc.</i>	<i>October 26, 2020</i>

For the purpose of the applicability of the coverage provided by this endorsement, the entity(ies) listed above and the **Company** will be conclusively deemed to have indemnified the **Individual Insureds** of the respective entity(ies) listed above to the extent that such entity(ies) or the **Company** is permitted or required to indemnify such **Individual Insureds** pursuant to law, common or statutory, or contract, or its charter or by-laws. The entity(ies) listed above and the **Company** hereby agree to indemnify the **Individual Insureds** to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

Furthermore, for the purpose of the applicability of the coverage provided by this endorsement, the **Insurer** shall not be liable for any **Loss** in connection with any **Claim(s)**, made against any entity(ies) listed above or any **Insured(s)** thereof alleging, arising out of, based upon or attributable to as of such entity's respective **Continuity Date**, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an Insured had notice, or alleging any **Wrongful Act** which is the same or **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

© American International Group, Inc. All rights reserved.

END 007

ENDORSEMENT# 8

This endorsement, effective at 12:01AM July 31, 2023
Policy number: 01-354-46-30
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

STATUTORY CONDITIONS AMENDATORY

Wherever used in this endorsement: (1) "Insurer" means the insurance company which issued this policy; (2) "Policyholder" means the Named Corporation, Named Entity, Named Insured, Named Organization, Named Sponsor or Insured that is named on the declarations page of this policy; and (3) "Insured" means all other persons or entities afforded coverage under this policy.

In consideration of the premium charged, it is hereby understood and agreed that if this policy is made or deemed to be made in the provinces of Alberta, British Columbia, Manitoba, and Saskatchewan, pursuant to the provisions of the Insurance Acts of Alberta, British Columbia, Manitoba, and Saskatchewan, this endorsement shall apply to any Insured solely to the extent that this endorsement provides terms that are more favourable to the Insured than the other terms of this policy and any endorsements to this policy:

Change of Interest

The Insurer is liable for covered loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Property of Others

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless:

©American International Group, Inc. All rights reserved.

END 008

ENDORSEMENT# 8 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*
Policy number: *01-354-46-30*
Issued to: *Mastermind LP*

forms a part of

By: *AIG Insurance Company of Canada*

- (a) otherwise specifically stated in the policy, or
- (b) the interest of the Insured in that property is stated in the policy.

Material Change in Risk

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is:
 - (a) material to the risk, and
 - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the policy is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may:
 - (a) terminate the policy in accordance with the Termination of Insurance condition set forth below, or
 - (b) notify the Insured in writing that, if the Insured desires the policy to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.

©American International Group, Inc. All rights reserved.

END 008

ENDORSEMENT# 8 (Continued)

This endorsement, effective *at 12:01AM July 31, 2023*

forms a part of

Policy number: *01-354-46-30*

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the policy is terminated at that time and Termination of Insurance condition (2)(a) applies in respect of the unearned portion of the premium.

Termination of Insurance

- (1) The policy may be terminated:

- (a) by the Insurer giving to the Policyholder 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the Policyholder at any time on request.

- (2) If the policy is terminated by the Insurer:

- (a) the Insurer must refund the excess of premium actually paid by the Policyholder over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the policy, and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

©American International Group, Inc. All rights reserved.

END 008

ENDORSEMENT# 8 (Continued)

This endorsement, effective at 12:01AM July 31, 2023

forms a part of

Policy number: 01-354-46-30

Issued to: *Mastermind LP*

By: *AIG Insurance Company of Canada*

- (3) If the policy is terminated by the Policyholder, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the policy, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the policy.
- (4) The 15 day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Policyholder's postal address.

Notice

- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

©American International Group, Inc. All rights reserved.

END 008

ENDORSEMENT# 9

This endorsement, effective *12:01 am*
policy number *01-354-46-30*
issued to *Mastermind LP*

July 31, 2023

forms a part of

by *AIG Insurance Company of Canada*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
95862 CAN	09/07	PRIVATEEDGE PLUS - CANADA DEC
95726 CAN	09/07	PRIVATEEDGE PLUS - GENERAL TERMS & CONDITION
95727 CAN	09/07	D&O PrivateEdge Plus Coverage Section
95728 CAN	09/07	EPL PrivateEdge Plus Coverage Section
	06/08	EMPLOYMENT PRACTICES CLAIM PANEL COUNSEL
	06/08	SECURITIES CLAIM PANEL COUNSEL LIST
	02/08	APPENDIX D - CRISIS MANAGEMENT COVERAGE FOR D&O COVERAGE SECTION
143179 CAN	03/22	AMENDED HUB PORTFOLIO COMPANY AMENDATORY
138885 CAN	09/20	PREDETERMINED ALLOCATION FOR DEFENCE COSTS WITH EXCEPTIONS FOR SPECIFIED EXCLUSIONS
136237 CAN	04/20	SEPARATE RETENTION FOR CLAIMS BY HIGHLY COMPENSATED EMPLOYEES EPL COVERAGE SECTION
110080 CAN	10/11	RELIANCE UPON ANOTHER CARRIER'S APPLICATION/WARRANTY
133062 CAN	06/19	CYBER EXCLUSION SECURITIES CLAIM AND HIPAA PENALTIES CARVEBACKSDO COVERAGE SECTION
136864 CAN	06/20	CONFIDENTIAL INFORMATION EXCLUSION
C0025 CAN	01/08	ADDITIONAL INSURED (GENERAL TERMS AND CONDITIONS)
139855 CAN	12/20	STATUTORY CONDITIONS AMENDATORY
78859	10/01	FORMS INDEX ENDORSEMENT

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE



**CUSTOMER ADVISORY
REGARDING THE ENFORCEMENT OF
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

This Trade Sanction Advisory is part of **AIG Insurance Company of Canada** comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION?

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

POTENTIAL ACTIONS BY US

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c.C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF MASTERMIND GP INC. AND MASTERMIND LP

Court File No.

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

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF LUCIO MILANOVICH

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO #42383G)
Email: NMacParland@dwpv.com

Natalie Renner (LSO #55954A)
Email: NRenner@dwpv.com

Kristine Spence (LSO #66099S)
Email: KSpence@dwpv.com

Tel: 416.863.0900
Fax: 416.863.0871

Lawyers for the Applicant,
Mastermind GP Inc.

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	THURSDAY, THE 23 RD DAY
)	
JUSTICE STEELE)	OF NOVEMBER, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF MASTERMIND GP INC.

(the "**Applicant**")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day by videoconference.

ON READING the affidavit of Lucio Milanovich sworn on November 22, 2023 (the "**Milanovich Affidavit**") and the Exhibits thereto, the pre-filing report of Alvarez & Marsal Canada Inc. ("**A&M**") as the proposed monitor dated November 22, 2023 (the "**Pre-Filing Report**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant and Mastermind LP (collectively, the "**Mastermind Entities**"), counsel for A&M, and counsel for Canadian Imperial Bank of Commerce, in its capacity as administrative agent for the lenders under the Credit Agreement (in such capacity, the "**Agent**"), and on reading the consent of A&M to act as the Court-appointed monitor of the Mastermind Entities in these CCAA proceedings (in such capacity, the "**Monitor**");

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with service thereof.

2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Milanovich Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies. Although not an Applicant, Mastermind LP shall enjoy the benefits of the protections and authorizations provided by this Order.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Mastermind Entities shall remain in possession and control of their respective current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Mastermind Entities shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. Each of the Mastermind Entities is authorized and empowered to continue to retain and employ its employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Mastermind Entities shall be entitled to continue to utilize the central cash management system currently in place as described in the Milanovich Affidavit or, with the prior consent of the Monitor and the Agent, replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System (each, a “**Cash Management Bank**”), including the Agent, shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Mastermind Entities of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Mastermind Entities, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor in any plan of arrangement or compromise under the CCAA with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that in accordance with the Approved Cash Flow, the Mastermind Entities shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of

business and consistent with existing compensation policies and arrangements;

- (b) all outstanding or future amounts relating to honouring gift cards issued up until December 24, 2023 before the date of this Order, subject to further Order of this Court;
- (c) the fees and disbursements of any Assistants retained or employed by any of the Mastermind Entities in respect of these proceedings, at their standard rates and charges; and
- (d) with the consent of the Monitor, amounts owing for goods or services actually supplied to the Mastermind Entities prior to the date of this Order by (i) providers of credit, debit and gift card processing related services; (ii) logistics, warehouse or supply chain providers, such as transportation providers, customs brokers and freight forwarders, (iii) providers of information, internet and other technology, including ecommerce providers and related services, and (iv) other suppliers or service providers if, in the opinion of the Mastermind Entities, following consultation with the Monitor, such payment is necessary to maintain the uninterrupted operations of the Business.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein the Mastermind Entities shall be entitled but not required to pay all reasonable expenses incurred by the Mastermind Entities in carrying on the Business in the ordinary course after this Order in accordance with the Approved Cash Flow, and in

carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), IT services, data services, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Mastermind Entities following the date of this Order.

8. **THIS COURT ORDERS** that the Mastermind Entities shall, in accordance with legal requirements, remit or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services taxes, harmonized sales taxes, or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Mastermind Entities in connection with the sale of goods and services by the Mastermind Entities, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were

accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Mastermind Entities.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Mastermind Entities shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of any of the Mastermind Entities, the making of this Order or the commencement of any insolvency proceedings) or as otherwise may be negotiated between the applicable Mastermind Entity and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears) in the amounts set out in the applicable lease or, with the consent of the Monitor, at such other intervals and dates as may be agreed to between the applicable Mastermind Entity and landlord. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Mastermind Entities are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Mastermind Entities to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Mastermind Entities shall, subject to such requirements as are imposed by the CCAA or as otherwise ordered by this Court, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their business or operations, and to dispose of redundant or non-material assets not exceeding \$25,000 in any one transaction or \$50,000 in the aggregate;
- (b) vacate, abandon or quit the whole but not any part of any leased premises and/or disclaim any real property lease, and all ancillary agreements relating to any leased premises;
- (c) sell inventory in the ordinary course of business consistent with past practice, or otherwise with the consent of the Monitor and the Agent;
- (d) terminate the employment of their employees or temporarily lay off such of their employees as they deem appropriate;

- (e) refuse to honour any existing return policies, refunds, discounts or other similar customer programs or obligations; and
- (f) pursue all avenues of financing, restructuring, sale or reorganizing the Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganizing,

all of the foregoing to permit the Mastermind Entities to proceed with an orderly restructuring of the Mastermind Entities or the Business (the “**Restructuring**”).

12. **THIS COURT ORDERS** that the Mastermind Entities shall provide each of the relevant landlords with notice of the Mastermind Entities intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Mastermind Entities’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Mastermind Entities, or by further Order of this Court upon application by the Mastermind Entities on at least two (2) days notice to such landlord and any such secured creditors. If any of the Mastermind Entities disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Mastermind Entities’ claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Mastermind Entities and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Mastermind Entities in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE MASTERMIND ENTITIES OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including November 29, 2023 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of any of the Mastermind Entities or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of the Mastermind Entities and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Mastermind Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Mastermind Entities and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the Mastermind Entities or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Mastermind Entities and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Mastermind Entities to carry on any business which the Mastermind Entities are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the Mastermind Entities, except with the prior written consent of the Mastermind Entities and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the Mastermind Entities or statutory or

regulatory mandates for the supply or license of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payroll and benefit services, insurance, freight services, logistics services, transportation services, customs clearing and importing services, warehouse services, security services, management services, merchandise or procurement sourcing services, utility or other services to the Business or any of the Mastermind Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply or license of such goods or services as may be required by any of the Mastermind Entities, and that the Mastermind Entities shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Mastermind Entities in accordance with normal payment practices of the applicable Mastermind Entity or such other practices as may be agreed upon by the supplier or service provider and the applicable Mastermind Entity and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Mastermind Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

NO PRE-FILING VERSUS POST-FILING SET-OFF

19. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that (a) are or may become due to any Mastermind Entity in respect of obligations arising prior to the date hereof with any amounts that are or may become due from such Mastermind Entity in respect of obligations arising on or after the date of this Order, or (b) are or may become due from any Mastermind Entity in respect of obligations arising prior to the date hereof with any amounts that are or may become due to such Mastermind Entity in respect of obligations arising on or after the date of this Order, each without the consent of the Mastermind Entities and the Monitor or further Order of this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Mastermind Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Mastermind Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Mastermind Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the Mastermind Entities or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. **THIS COURT ORDERS** that the Mastermind Entities shall indemnify their respective directors and officers against obligations and liabilities that they may incur as directors or officers of the Mastermind Entities after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. **THIS COURT ORDERS** that the directors and officers of each of the Mastermind Entities shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$4,000,000, unless permitted by further Order of this Court, as security for the indemnity provided in paragraph 21 of this Order. The Directors' Charge shall have the priority set out in paragraphs 33 and 35 herein.

23. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Mastermind Entities' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 21 of this Order.

APPOINTMENT OF MONITOR

24. **THIS COURT ORDERS** that A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Mastermind Entities with the powers and obligations set out in the CCAA or set forth herein and that the Mastermind Entities and their respective shareholders or partners (as applicable), officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the Mastermind Entities pursuant to this Order, and shall cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

25. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Mastermind Entities' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Mastermind Entities, to the extent required by the Mastermind Entities, in continuing negotiations with any Person in an effort to pursue the Restructuring;
- (d) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Mastermind Entities, wherever located and to the extent

that is necessary to adequately assess the Mastermind Entities' business and financial affairs or to perform its duties arising under this Order;

- (e) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (f) perform such other duties as are required by this Order or by this Court from time to time.

26. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

27. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the

“Environmental Legislation”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Mastermind Entities with information provided by the Mastermind Entities in response to reasonable requests for information made in writing by such creditor and addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Mastermind Entities is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Mastermind Entities may agree.

29. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its employees and representatives acting in such capacities shall incur any liability or obligation as a result of the Monitor’s appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Mastermind Entities, shall be paid their reasonable fees and disbursements, in each

case at their standard rates and charges, whether incurred prior to, on or after the date of this Order, by the Mastermind Entities as part of the costs of these proceedings. The Mastermind Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Mastermind Entities on a weekly basis or as otherwise agreed among the parties.

31. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

32. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Mastermind Entities shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$750,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 33 and 35 herein.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

33. **THIS COURT ORDERS** that the priorities of the Directors’ Charge and the Administration Charge (collectively, the “**Charges**”), as among them, shall be as follows:

First - Administration Charge (to the maximum amount of \$750,000); and

Second - Directors’ Charge (to the maximum amount of \$4,000,000).

34. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

35. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person notwithstanding the order of perfection or attached, provided that the Charges shall rank behind Encumbrances in favour of any Person that has not been served with notice of this Application. The Mastermind Entities and the beneficiaries of the Charges shall be entitled to seek priority ahead of such Encumbrances on a subsequent motion, including, without limitation, on the Comeback Date, on notice to those Persons likely to be affected thereby.

36. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court on notice to parties in interest, the Mastermind Entities shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Mastermind Entities also obtain the prior written consent of the Monitor and the other beneficiaries of the Charges, or further Order of this Court.

37. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the

Charges (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan document, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any of the Mastermind Entities, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by any Mastermind Entity of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Mastermind Entities pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

38. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Mastermind Entity’s interest in such real property leases.

SERVICE AND NOTICE

39. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, and (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail addresses as last shown on the records of the Mastermind Entities, a notice to every known creditor who has a claim against any of the Mastermind Entities of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Subsection 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of the individuals who are creditors publicly available.

40. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “Guide”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.alvarezandmarsal.com/Mastermind>.

41. **THIS COURT ORDERS** that if the service, distribution or notice of documents in accordance with the Guide or the CCAA and the regulations thereunder is not practicable, the Mastermind Entities, the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Mastermind Entities' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Mastermind Entities and that any such service, distribution or notice shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. (Eastern Time), (b) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transition or electronic message sent after 5:00 p.m. (Eastern Time), or (c) on the business day following the date of forwarding thereof, if sent by ordinary mail.

42. **THIS COURT ORDERS** that the Mastermind Entities, the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message (including by e-mail) to the Mastermind Entities' creditors or other interested parties and their advisors, as applicable. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

COMEBACK DATE

43. **THIS COURT ORDERS** that the comeback motion shall be heard by a Commercial List Judge at _____ on November 29, 2023 (the “**Comeback Date**”).

GENERAL

44. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on the Comeback Date, and any such interested party shall give not less than two business days’ notice to the Service List and any other party or parties likely to be affected by the Order sought in advance of the Comeback Date; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 33 and 35 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

45. **THIS COURT ORDERS** that, notwithstanding paragraph 44 of this Order, each of the Mastermind Entities or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties hereunder or in the interpretation of this Order.

46. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any of the Mastermind Entities, the Business or the Property.

47. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United

States, to give effect to this Order and to assist the Mastermind Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Mastermind Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Mastermind Entities and the Monitor and their respective agents in carrying out the terms of this Order.

48. **THIS COURT ORDERS** that each of the Mastermind Entities and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

49. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) ~~WEEKDAY~~THURSDAY, THE #
JUSTICE ~~_____~~STEELE) 23RD DAY
OF ~~MONTH~~NOVEMBER, ~~20YR~~
2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF ~~[APPLICANT'S NAME]~~MASTERMIND
GP INC.

(the "Applicant")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies'*
Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard
this day ~~at 330 University Avenue, Toronto, Ontario~~by videoconference.

ON READING the affidavit of ~~[NAME] sworn [DATE]~~Lucio Milanovich sworn on
November 22, 2023 (the "Milanovich Affidavit") and the Exhibits thereto, the pre-filing
report of Alvarez & Marsal Canada Inc. ("A&M") as the proposed monitor dated
November 22, 2023 (the "Pre-Filing Report"), and on being advised that the secured
creditors who are likely to be affected by the charges created herein were given notice,
and on hearing the submissions of counsel for ~~[NAMES], no one appearing for [NAME]~~[†]

[†]~~Include names of secured creditors or other persons who must be served before certain relief in this model Order
may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1),
32(3), 33(2) and 36(2).~~

~~although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~
the Applicant and Mastermind LP (collectively, the “Mastermind Entities”), counsel for
A&M, and counsel for Canadian Imperial Bank of Commerce, in its capacity as
administrative agent for the lenders under the Credit Agreement (in such capacity, the
“Agent”), and on reading the consent of [MONITOR’S NAME] A&M to act as the
Monitor Court-appointed monitor of the Mastermind Entities in these CCAA proceedings
(in such capacity, the “Monitor”):

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with ~~further~~ service thereof.

2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Milanovich Affidavit.

APPLICATION

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies. Although not an Applicant, Mastermind LP shall enjoy the benefits of the protections and authorizations provided by this Order.

~~PLAN OF ARRANGEMENT~~

~~3. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “Plan”).~~

² ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the ~~Applicant~~ Mastermind Entities shall remain in possession and control of ~~its~~ their respective current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the ~~Applicant~~ Mastermind Entities shall continue to carry on business in a manner consistent with the preservation of ~~its~~ their business (the “**Business**”) and Property. ~~The Applicant~~ Each of the Mastermind Entities is authorized and empowered to continue to retain and employ ~~the~~ its employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **[THIS COURT ORDERS** that the ~~Applicant~~ Mastermind Entities shall be entitled to continue to utilize the central cash management system³ currently in place as described in the Milanovich Affidavit ~~of [NAME] sworn [DATE] or or, with the prior consent of the Monitor and the Agent,~~ replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System (each, a “Cash Management Bank”), including the Agent, shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken

³ ~~This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross border and inter company transfers of cash.~~

under the Cash Management System, or as to the use or application by the ~~Applicant~~ Mastermind Entities of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the ~~Applicant~~ Mastermind Entities, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor in any plan of arrangement or compromise under the ~~Plan~~ CCAA with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System. }

6. **THIS COURT ORDERS** that ~~the Applicant~~ in accordance with the Approved Cash Flow, the Mastermind Entities shall be entitled but not required to pay the following expenses whether incurred prior to ~~-,~~ on or after the date of this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and employee expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~

(b) all outstanding or future amounts relating to honouring gift cards issued up until December 24, 2023 before the date of this Order, subject to further Order of this Court;

(c) ~~(b)~~ the fees and disbursements of any Assistants retained or employed by any of the ~~Applicant~~ Mastermind Entities in respect of these proceedings, at their standard rates and charges; ~~and~~

(d) with the consent of the Monitor, amounts owing for goods or services actually supplied to the Mastermind Entities prior to the date of this Order by (i) providers of credit, debit and gift card processing related services; (ii) logistics, warehouse or supply chain providers, such as transportation providers, customs brokers and freight forwarders, (iii) providers of information, internet and other technology, including ecommerce providers and related services, and (iv) other suppliers or service providers if, in the opinion of the Mastermind Entities, following consultation with the Monitor, such payment is necessary to maintain the uninterrupted operations of the Business.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, ~~the~~ the Applicant Mastermind Entities shall be entitled but not required to pay all reasonable expenses incurred by the ~~Applicant~~ Mastermind Entities in carrying on the Business in the ordinary course after this Order in accordance with the Approved Cash Flow, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers

insurance), [IT services, data services,](#) maintenance and security services;
and

- (b) payment for goods or services actually supplied to the ~~Applicant~~ [Mastermind Entities](#) following the date of this Order.

8. **THIS COURT ORDERS** that the ~~Applicant~~ [Mastermind Entities](#) shall ~~remit~~, in accordance with legal requirements, [remit](#) or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, ~~(iii) Quebec Pension Plan,~~ and ~~(iv)~~ [\(iii\)](#) income taxes;
- (b) all goods and services [taxes, harmonized sales taxes,](#) or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the ~~Applicant~~ [Mastermind Entities](#) in connection with the sale of goods and services by the ~~Applicant~~ [Mastermind Entities](#), but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order~~;~~ [and](#)
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be

paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the ~~Applicant~~Mastermind Entities.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed ~~for~~ **resiliated**⁴—in accordance with the CCAA, the ~~Applicant~~Mastermind Entities shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of any of the Mastermind Entities, the making of this Order or the commencement of any insolvency proceedings) or as otherwise may be negotiated between the ~~Applicant~~applicable Mastermind Entity and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears)in the amounts set out in the applicable lease or, with the consent of the Monitor, at such other intervals and dates as may be agreed to between the applicable Mastermind Entity and landlord. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the ~~Applicant is~~Mastermind Entities are hereby directed, until further Order of this Court: (a)

⁴~~The term “resiliate” should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the ~~Applicant~~ Mastermind Entities to any of ~~its~~ their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of ~~its~~ their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the ~~Applicant~~ Mastermind Entities shall, subject to such requirements as are imposed by the CCAA ~~and such covenants as may be contained in the Definitive Documents (as hereinafter defined)~~ or as otherwise ordered by this Court, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of ~~its~~ their business or operations, ~~and~~ to dispose of redundant or non-material assets not exceeding \$ ~~25,000~~ 25,000 in any one transaction or \$ ~~50,000~~ 50,000 in the aggregate⁵;
- (b) vacate, abandon or quit the whole but not any part of any leased premises and/or disclaim any real property lease, and all ancillary agreements relating to any leased premises;
- (c) sell inventory in the ordinary course of business consistent with past practice, or otherwise with the consent of the Monitor and the Agent;

⁵ ~~Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.~~

(d) ~~(b)~~ terminate the employment of ~~such of its~~ their employees or temporarily lay off such of ~~its~~ their employees as ~~it deems~~ they deem appropriate; ~~and~~;

(e) refuse to honour any existing return policies, refunds, discounts or other similar customer programs or obligations; and

(f) ~~(e)~~ pursue all avenues of ~~refinancing of its~~ financing, restructuring, sale or reorganizing the Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganizing.

all of the foregoing to permit the ~~Applicant~~ Mastermind Entities to proceed with an orderly restructuring of the Mastermind Entities or the Business (the “Restructuring”).

12. **THIS COURT ORDERS** that the ~~Applicant~~ Mastermind Entities shall provide each of the relevant landlords with notice of the ~~Applicant's~~ Mastermind Entities intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the ~~Applicant's~~ Mastermind Entities' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the ~~Applicant~~ Mastermind Entities, or by further Order of this Court upon application by the ~~Applicant~~ Mastermind Entities on at least two (2) days notice to such landlord and any such secured creditors. If any of the ~~Applicant~~ Mastermind Entities disclaims ~~[or resiliates]~~ the lease governing such leased premises in accordance with Section 32

of the CCAA, ~~it~~they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer ~~[or resciliation]~~ of the lease shall be without prejudice to the ~~Applicant's~~ Mastermind Entities' claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer ~~[or resciliation]~~ is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer ~~[or resciliation]~~, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the ~~Applicant~~ Mastermind Entities and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer ~~[or resciliation]~~, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the ~~Applicant~~ Mastermind Entities in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~ MASTERMIND ENTITIES OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including ~~[DATE — MAX. 30 DAYS],~~ November 29, 2023 or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of any of the ~~Applicant~~ Mastermind Entities or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the written consent of

the ~~Applicant~~ Mastermind Entities and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the ~~Applicant~~ Mastermind Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Mastermind Entities and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of any of the ~~Applicant~~ Mastermind Entities or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the ~~Applicant~~ Mastermind Entities and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the ~~Applicant~~ Mastermind Entities to carry on any business which the ~~Applicant is~~ Mastermind Entities are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence

, authorization or permit in favour of or held by any of the ~~Applicant~~Mastermind Entities, except with the prior written consent of the ~~Applicant~~Mastermind Entities and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with any of the ~~Applicant~~Mastermind Entities or statutory or regulatory mandates for the supply or license of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payroll and benefit services, insurance, freight services, logistics services, transportation services, customs clearing and importing services, warehouse services, security services, management services, merchandise or procurement sourcing services, utility or other services to the Business or any of the ~~Applicant~~Mastermind Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with—, suspending or terminating the supply or license of such goods or services as may be required by any of the ~~Applicant~~Mastermind Entities, and that the ~~Applicant~~Mastermind Entities shall be entitled to the continued use of ~~its~~their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the ~~Applicant~~Mastermind Entities in accordance with normal payment practices of the ~~Applicant~~applicable Mastermind Entity or such other practices as may be agreed upon by the supplier or service provider and ~~each of the Applicant~~the applicable Mastermind Entity and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

18. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~ leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the ~~Applicant~~ Mastermind Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

NO PRE-FILING VERSUS POST-FILING SET-OFF

19. THIS COURT ORDERS that no Person shall be entitled to set off any amounts that (a) are or may become due to any Mastermind Entity in respect of obligations arising prior to the date hereof with any amounts that are or may become due from such Mastermind Entity in respect of obligations arising on or after the date of this Order, or (b) are or may become due from any Mastermind Entity in respect of obligations arising prior to the date hereof with any amounts that are or may become due to such Mastermind Entity in respect of obligations arising on or after the date of this Order, each without the consent of the Mastermind Entities and the Monitor or further Order of this Court.

⁶ ~~This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~ Mastermind Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Applicant~~ Mastermind Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~ Mastermind Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~ Mastermind Entities or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. ~~20.~~ **THIS COURT ORDERS** that the ~~Applicant~~ Mastermind Entities shall indemnify ~~its~~ their respective directors and officers against obligations and liabilities that they may incur as directors or officers of the ~~Applicant~~ Mastermind Entities after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

22. ~~21.~~ **THIS COURT ORDERS** that the directors and officers of each of the ~~Applicant~~ Mastermind Entities shall be entitled to the benefit of and are hereby granted a charge

⁷ ~~The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

(the “**Directors’ Charge**”)⁸ on the Property, which charge shall not exceed an aggregate amount of \$●4,000,000, unless permitted by further Order of this Court, as security for the indemnity provided in paragraph ~~[20]~~22 of this Order. The Directors’ Charge shall have the priority set out in paragraphs ~~[38]~~34 and ~~[40]~~36 herein.

23. ~~22.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) the ~~Applicant’s~~ Mastermind Entities’ directors and officers shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~[20]~~22 of this Order.

APPOINTMENT OF MONITOR

24. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR’S NAME]~~ A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the ~~Applicant~~ Mastermind Entities with the powers and obligations set out in the CCAA or set forth herein and that the ~~Applicant and its Mastermind Entities and their respective~~ shareholders or partners (as applicable), officers, directors, and Assistants shall advise the Monitor of all material steps taken by any of the ~~Applicant~~ Mastermind Entities pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and

⁸ ~~Section 11.51(3) provides that the Court may not make this security/charging order if in the Court’s opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

25. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the ~~Applicant's~~ Mastermind Entities' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

~~(c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a [TIME INTERVAL] basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;~~

~~(d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~

~~(e) advise the Applicant in its development of the Plan and any amendments to the Plan;~~

~~(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;~~

(c) assist the Mastermind Entities, to the extent required by the Mastermind Entities, in continuing negotiations with any Person in an effort to pursue the Restructuring;

(d) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the ~~Applicant~~ Mastermind Entities, wherever located and to the extent that is necessary to adequately assess the ~~Applicant's~~ Mastermind Entities' business and financial affairs or to perform its duties arising under this Order;

(e) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(f) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

26. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

27. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be

environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, [1999](#), the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

28. ~~27.~~ **THIS COURT ORDERS** ~~that~~ that the Monitor shall provide any creditor of the ~~Applicant and the DIP Lender~~ [Mastermind Entities](#) with information provided by the ~~Applicant~~ [Mastermind Entities](#) in response to reasonable requests for information made in writing by such creditor [and](#) addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the ~~Applicant~~ [Mastermind Entities](#) is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the ~~Applicant~~ [Mastermind Entities](#) may agree.

29. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor its employees and representatives acting in such capacities shall incur ~~no~~ any liability or obligation as a result of ~~its~~ the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the ~~Applicant~~ Mastermind Entities, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, ~~by the Applicant~~ whether incurred prior to, on or after the date of this Order, by the Mastermind Entities as part of the costs of these proceedings. The ~~Applicant is~~ Mastermind Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the ~~Applicant on a [TIME INTERVAL] basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of \$●[, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time~~ Mastermind Entities on a weekly basis or as otherwise agreed among the parties.

31. ~~30.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

32. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and the Applicant's counsel to the Mastermind Entities shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$~~750,000.~~ unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at ~~the~~ their standard rates and charges ~~of the Monitor and such counsel~~, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~ 34 and ~~[40]~~ hereof 36 herein.

DIP FINANCING

~~32. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$~~750,000.~~ unless permitted by further Order of this Court.~~

~~33. THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of [DATE] (the "Commitment Letter"), filed.~~

~~34. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~35. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs [38] and [40] hereof.~~

~~36. THIS COURT ORDERS that, notwithstanding any other provision of this Order:~~

- ~~(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;~~
- ~~(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and~~
- ~~(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.~~

~~37. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the Bankruptcy and Insolvency Act~~

~~of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.~~

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

33. ~~38.~~ **THIS COURT ORDERS** that the priorities of the Directors' Charge, and the Administration Charge ~~and the DIP Lender's Charge~~ (collectively, the "Charges"), as among them, shall be as follows⁹:

First ~~—~~ Administration Charge (to the maximum amount of \$ ~~●~~ 750,000);
and

~~Second — DIP Lender's Charge; and~~

~~Third —~~ Second - Directors' Charge (to the maximum amount of \$ ~~●~~ 4,000,000).

34. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Directors' Charge, ~~the Administration Charge or the DIP Lender's Charge (collectively, the "Charges")~~, shall not be required, and that the Charges shall be effective as against the Property and shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

35. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein)~~ Charges

⁹ ~~The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person notwithstanding the order of perfection or attached, provided that the Charges shall rank behind Encumbrances in favour of any Person that has not been served with notice of this Application. The Mastermind Entities and the beneficiaries of the Charges shall be entitled to seek priority ahead of such Encumbrances on a subsequent motion, including, without limitation, on the Comeback Date, on notice to those Persons likely to be affected thereby.

36. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, ~~the Applicant~~ on notice to parties in interest, the Mastermind Entities shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors’ Charge, the Administration Charge or the DIP Lender’s Charge~~ Charges, unless the ~~Applicant Mastermind Entities~~ also ~~obtains~~ obtain the prior written consent of the Monitor, ~~the DIP Lender~~ and the other beneficiaries of the ~~Directors’ Charge and the Administration Charge~~ Charges, or further Order of this Court.

37. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors’ Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender’s Charge~~ Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) ~~and/or the DIP Lender thereunder~~ shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b)

any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan ~~documents~~document, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any of the ~~Applicant~~Mastermind Entities, and notwithstanding any provision to the contrary in any Agreement:

- (a) ~~neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall~~ shall not create or be deemed to constitute a breach by ~~the Applicant~~ any Mastermind Entity of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the ~~Applicant entering into the Commitment Letter, the~~ creation of the Charges, ~~or the execution, delivery or performance of the Definitive Documents~~; and
- (c) the payments made by the ~~Applicant~~ Mastermind Entities pursuant to this Order, ~~the Commitment Letter or the Definitive Documents,~~ and the granting of the Charges, do not and will not constitute preferences,

fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

38. ~~43.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the ~~Applicant's~~ applicable Mastermind Entity's interest in such real property leases.

SERVICE AND NOTICE

39. ~~44.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~ The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, and (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail addresses as last shown on the records of the Mastermind Entities, a notice to every known creditor who has a claim against any of the Applicant Mastermind Entities of more than ~~\$1000~~ 1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with ~~Section~~ Subsection 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of the individuals who are creditors publicly available.

40. ~~45.~~ **THIS COURT ORDERS** that the E-Service ~~Protocol~~ Guide of the Commercial List (the "~~Protocol~~ Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~ Guide (which can be found on the Commercial List website at

~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~

<https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice->

[commercial/](#)) shall be valid and effective service. Subject to Rule 17.05 this Order shall

constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil*

Procedure. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph ~~24~~13

of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide will

be effective on transmission. This Court further orders that a Case Website shall be

established in accordance with the ~~Protocol~~Guide with the following URL ~~'<@>'~~:

<https://www.alvarezandmarsal.com/Mastermind>.

41. ~~46.~~ **THIS COURT ORDERS** that if the service~~-or-~~ distribution or notice of

documents in accordance with the ~~Protocol~~Guide or the CCAA and the regulations

thereunder is not practicable, the ~~Applicant and~~ Mastermind Entities, the Monitor and

their respective counsel are at liberty to serve or distribute this Order, any other

materials and orders in these proceedings, any notices or other correspondence, by

forwarding ~~true~~ copies thereof by prepaid ordinary mail, courier, personal delivery~~-or-~~ ,

facsimile transmission or electronic message to the ~~Applicant's~~ Mastermind Entities'

creditors or other interested parties at their respective addresses (including e-mail

addresses) as last shown ~~on~~ in the books and records of the ~~Applicant~~ Mastermind

Entities and that any such service~~-or-~~ distribution ~~by courier, personal delivery or~~

~~facsimile transmission~~ or notice shall be deemed to be received on the earlier of (a) the

date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m.

(Eastern Time), (b) the next business day following the date of forwarding thereof, or if

sent by courier, personal delivery, facsimile transition or electronic message sent after

5:00 p.m. (Eastern Time), or (c) on the business day following the date of forwarding thereof, if sent by ordinary mail, ~~on the third business day after mailing.~~

42. **THIS COURT ORDERS** that the Mastermind Entities, the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders **as may be reasonably required** in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message (including by e-mail) to the Mastermind Entities' creditors or other interested parties and their advisors, as applicable. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

COMEBACK DATE

43. **THIS COURT ORDERS** that the comeback motion shall be heard by a Commercial List Judge at _____ on November 29, 2023 (the "**Comeback Date**").

GENERAL

44. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on the Comeback Date, and any such interested party shall give not less than two business days' notice to the Service List and **any other party or parties likely to be affected by the** Order sought in advance of the Comeback Date; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 34 and 36 hereof with respect to any fees, expenses and

disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

45. ~~47. THIS COURT ORDERS that the Applicant~~ **THIS COURT ORDERS that,**
~~notwithstanding~~ paragraph 45 of this Order, each of the Mastermind Entities or the
Monitor may from time to time apply to this Court to amend, vary or supplement this
Order or for advice and directions in the discharge of ~~its~~ their respective powers and
duties hereunder or in the interpretation of this Order.

46. ~~48. THIS COURT ORDERS~~ that nothing in this Order shall prevent the Monitor
from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in
bankruptcy of any of the ~~Applicant~~ Mastermind Entities, the Business or the Property.

47. ~~49. THIS COURT HEREBY REQUESTS~~ the aid and recognition of any court,
tribunal, regulatory or administrative body having jurisdiction in Canada or in the United
States, to give effect to this Order and to assist the ~~Applicant~~ Mastermind Entities, the
Monitor and their respective agents in carrying out the terms of this Order. All courts,
tribunals, regulatory and administrative bodies are hereby respectfully requested to
make such orders and to provide such assistance to the ~~Applicant~~ Mastermind Entities
and to the Monitor, as an officer of this Court, as may be necessary or desirable to give
effect to this Order, to grant representative status to the Monitor in any foreign
proceeding, or to assist the ~~Applicant~~ Mastermind Entities and the Monitor and their
respective agents in carrying out the terms of this Order.

48. ~~50. THIS COURT ORDERS~~ that each of the ~~Applicant~~ Mastermind Entities and
the Monitor be at liberty and ~~is~~ are hereby authorized and empowered to apply to any

court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~51. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.~~

49. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern ~~Standard/Daylight~~ Time-) on the date of this Order without the need for entry or filing.

IN THE MATTER IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c.C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
MASTERMIND GP INC.

Applicant

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD

DAVIES WARD PHILLIPS & VINEBERG LLP

155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO#42383G)

416.863.5567

Email: nmacparland@dwpv.com

Natalie Renner (LSO#55954A)

416.367.7489

Email: nrenner@dwpv.com

Kristine Spence (LSO#66099S)

Tel: 416.367.7573

Email: kspence@dwpv.com

Fax: 416.863.0871

Lawyers for the Applicant, Mastermind GP Inc. and
Mastermind LP