



Court File No. CV-23-00710259-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 13TH
	)	
JUSTICE STEELE	)	DAY OF DECEMBER, 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**")

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**"), for an order approving the sale transactions (the "**Transactions**") contemplated by an asset purchase agreement dated as of December 1, 2023 (the "**APA**") between Mastermind LP, by its general partner, Mastermind GP Inc., as seller (the "**Seller**") and Unity Acquisitions Inc., (or any permitted assignee under the APA), as buyer (the "**Buyer**") and attached as Confidential Exhibit "G" to the affidavit of Lucio Milanovich sworn December 6, 2023 (the "**Milanovich Affidavit**") and vesting in the Buyer all of the Seller's right, title and interest in and to the Purchased Assets described in the APA, was heard this day at 330 University Avenue, Toronto, Ontario by videoconference via Zoom.

**ON READING** the Notice of Motion and Motion Record of the Applicant and the Second Report (the "**Second Report**") of Alvarez & Marsal Canada Inc., in its capacity as court-appointed monitor (in such capacity, the "**Monitor**") of Mastermind GP Inc. and Mastermind LP (collectively, the "**Mastermind Entities**"), and on hearing the submissions of counsel for the Mastermind Entities, the Monitor, the Buyer, and counsel for the other persons listed on the

counsel slip, no one appearing for any other person on the service list, although properly served as appears from the Lawyer's Certificate of Service of Kristine Spence sworn December 6, 2023, filed:

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein but not otherwise defined have the definitions given to them in the APA.

### **APPROVAL OF THE TRANSACTIONS**

3. **THIS COURT ORDERS AND DECLARES** that the Transactions are hereby approved, and the execution of the APA by the Seller is hereby authorized and approved, with such minor amendments as the Seller and the Buyer, with the approval of the Monitor, may agree upon. The Seller and the Monitor are hereby authorized and directed to perform their respective obligations under the APA and any ancillary documents and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Purchased Assets to the Buyer.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Monitor and Seller to proceed with the Transactions and that no shareholder, partner, or other approvals shall be required in connection therewith.

### **VESTING OF THE PURCHASED ASSETS**

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Seller and Buyer or their respective counsel substantially in the form attached as **Schedule "A"** (the "**Monitor's Certificate**"), all of the Seller's right, title and interest in and to the Purchased Assets (including any real property leases that may be assigned to the Buyer ("**Leases**")) shall vest absolutely in the Buyer, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, rights of distraint, levies,

charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by an order of this Court made in the CCAA Proceedings, including, without limitation, the Amended and Restated Initial Order of the Honourable Justice Steele dated November 30, 2023 (collectively, the “**Amended and Restated Initial Order**”), which charges include, without limitation, the DIP Charge, the KERP Charge, the D&O Charge, and the Administration Charge (as those terms are defined in the Amended and Restated Initial Order); (b) all charges, security interests, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (c) all amounts assessed or otherwise sought by any provincial taxing authority relating to tax liabilities of the Mastermind Entities for tax periods, or parts thereof, ending on or before the Closing Date; and (d) those Claims listed on **Schedule “B”** (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances, easements and restrictive covenants listed on **Schedule “C”**) and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets. Notwithstanding the foregoing, but subject to the terms of any agreement between the Buyer and the applicable landlord with respect to any Lease that may in the future be assigned to the Buyer, nothing in this Order shall affect the rights and remedies of a landlord as against the Buyer that may arise or exist under or in respect of any Lease that may be assigned to the Buyer.

6. **THIS COURT ORDERS THAT** (a) nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of an a Lease that may in the future be assumed by the Buyer and (b) where a Lease is not, in accordance with its terms, transferrable or assignable to the Buyer without first obtaining the consent of the applicable landlord, such Lease shall not be transferred, conveyed, assigned or vested in the Buyer by operation of this Order, but such assignment shall be effected upon obtaining the requisite consent from the applicable landlord (in which case the Buyer shall be entitled to rely upon, and have the benefit of, all of the provisions of this Order which include, for greater certainty, the transfer and vesting of Purchased Assets to the Buyer) or upon further Order of the Court.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead

of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate and deliver a copy of the Monitor's Certificate to the service list, in each case forthwith after delivery thereof to the Seller and Buyer or their respective counsel.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Seller and the Buyer or their respective counsel regarding the fulfillment or waiver of conditions to Closing under the APA and shall have no liability with respect to delivery of the Monitor's Certificate.

10. **THIS COURT ORDERS** that, notwithstanding:

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

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

## **SELLER NAME CHANGE**

11. **THIS COURT ORDERS** that, notwithstanding the provisions of subsection 171(3) of the *Business Corporations Act* (Ontario) (the “**OBCA**”) or similar provision of any other applicable federal or provincial legislation, the Mastermind Entities shall be and are hereby authorized and directed, upon filing of the Monitor’s Certificate, to take any appropriate action to change the Seller’s and its Affiliates’ respective names to a name which does not include the words “Mastermind” or “Mastermind Toys” or any part thereof or any similar words, including, but not limited to, filing articles of amendment in accordance with the OBCA and registering an amendment, renewal, or cancellation of a registration in accordance with the *Business Names Act* (Ontario) (“**BNA**”) or any other applicable federal or provincial legislation, for and on behalf of each of the Mastermind Entities and any of their respective Affiliates for the sole purpose of complying with this paragraph 11, and this Court hereby directs the Director (as defined in the OBCA) and Registrar (as defined in the BNA) and any analogous governmental authority to endorse, certify, and/or issue such documents and take such further actions as are necessary to give effect to this paragraph 11.

## **DISCLOSURE OF PERSONAL INFORMATION**

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) (“**PIPEDA**”), each of the Mastermind Entities and the Monitor, as the case may be, is authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Seller’s records pertaining to the Seller’s past and current employees and customers, including, without limitation, the personal information of the Transferred Employees. The Buyer shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Seller.

## **SEALING ORDER**

13. **THIS COURT ORDERS** that Confidential Exhibit “G” to the Milanovich Affidavit, being an unredacted copy of the APA, is hereby sealed and shall not form part of the public record, subject to further order of this Court.

14. **THIS COURT ORDERS** that the Confidential Appendix “B” to the Second Report of the Monitor, being an unredacted copy of an illustrative wind-down and liquidation analysis and comparative analysis is hereby sealed and shall not form part of the public record, subject to further order of this Court.

#### **AID & RECOGNITION**

15. **THIS COURT ORDERS AND DECLARES** that the Mastermind Entities, the Monitor or the Buyer may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

16. **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 the Buyer 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, the Monitor, as an officer of this Court, and the Buyer as may be necessary or desirable to give effect to this Order or to assist the Mastermind Entities, the Monitor, and the Buyer and their respective agents in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without any need for filing or entry.



Digitally signed  
by Jana Steele  
Date: 2023.12.13  
15:29:54 -05'00'

**Schedule “A” – Form of Monitor’s Certificate**

Court File No. CV-23-00710259-00CL

**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.

(the “**Applicant**”)

**MONITOR’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated November 23, 2023 (as amended and restated on November 30, 2023, and as may be further amended and restated from time to time), Alvarez & Marsal Canada Inc. was appointed as the monitor (in such capacity, the “**Monitor**”) of the undertaking, property and assets of Mastermind GP Inc. and Mastermind LP under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to an Order of the Court dated December 13, 2023, (the “**Sale Approval and Vesting Order**”), the Court approved the asset purchase agreement made as of December 1, 2023 (the “**APA**”) between Mastermind LP, by its general partner Mastermind GP Inc., as seller (the “**Seller**”) and Unity Acquisitions Inc. (or any permitted assignee under the APA) as buyer (the “**Buyer**”) and provided for the vesting in the Buyer all of the Seller’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Seller and the Buyer or their respective counsel of this Monitor’s Certificate.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA or the Sale Approval and Vesting Order, as applicable.

**THE MONITOR CERTIFIES** the following:

1. The Monitor has received written confirmation from the Seller and the Buyer (through their respective counsel), in form and substance satisfactory to the Monitor, that all conditions to Closing as set out in sections 8.4 and 8.5 of the APA have been satisfied or waived by the Seller and the Buyer, respectively; and
3. The Transactions have been completed to the satisfaction of the Monitor.
4. This Monitor's Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**Alvarez & Marsal Canada Inc., solely in its  
capacity as Monitor of Mastermind GP Inc.  
and Mastermind LP, and not in its personal  
or corporate capacity**

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

Name: Josh Nevsky

Title: Senior Vice-President



**Schedule “B” – Encumbrances to be Expunged and Discharged from the Purchased Assets**

**(A) Bank Act Security - Section 427**

**1. Ontario**

<b>REGISTRATION NAME(S)</b>	<b>BANK</b>	<b>FILE/ REGISTRATION NO.</b>	<b>DATE OF NOTICE</b>	<b>EXPIRY DATE</b>
MASTERMIND LP	0010 CANADIAN IMPERIAL BANK OF COMMERCE	01314545	OCTOBER 20, 2017	JUNE 2, 2030

**(B) Personal Property Security Interests**

**1. Alberta**

*(i) Personal Property Security Act (Alberta)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
MASTERMIND LP MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP BIRCH HILL EQUITY PARTNERS IV, LP BIRCH HILL EQUITY PARTNERS (US) IV, LP	20060232794	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.	JUNE 2, 2030
MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP BIRCH HILL EQUITY PARTNERS IV, LP BIRCH HILL EQUITY PARTNERS (US) IV, LP	20060232816	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	JUNE 2, 2030
MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	14101608871	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	OCTOBER 16, 2024
MASTERMIND LP MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	14101608931	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	OCTOBER 16, 2024

## 2. British Columbia

(i) *Personal Property Security Act (British Columbia)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
MASTERMIND LP  MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	253894M	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	JUNE 3, 2030

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
			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.	
MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	254012M	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	JUNE 3, 2030

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
			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.	
MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	236163I	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	OCTOBER 16, 2024

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
			AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT).	
MASTERMIND LP  MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	236166I	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).	OCTOBER 16, 2024

### 3. Manitoba

(i) *Personal Property Security Act (Manitoba)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
MASTERMIND LP MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP BIRCH HILL EQUITY PARTNERS IV, LP BIRCH HILL EQUITY PARTNERS (US) IV, LP	202008332802	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 2, 2030
MASTERMIND GP INC. MASTERMIND LP	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP BIRCH HILL EQUITY PARTNERS IV, LP BIRCH HILL EQUITY PARTNERS (US) IV, LP	202008333302	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 2, 2030
MASTERMIND GP INC. MASTERMIND LP	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	201513979300	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JULY 24, 2024
MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	201513978907	THE SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JULY 24, 2024

#### 4. New Brunswick

(i) *Personal Property Security Act (New Brunswick)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
MASTERMIND LP  MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	33697095/ SM998999.7493	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 3, 2030
MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	33697343/ SM998999.7493	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 3, 2030
MASTERMIND LP  MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	29157021/ SM001505	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED  PERSONAL PROPERTY.	JUNE 29, 2024



**5. Newfoundland and Labrador**

*(i) Personal Property Security Act (Newfoundland and Labrador)*

<b>DEBTOR NAME(S)</b>	<b>SECURED PARTY NAME(S)</b>	<b>FILE/ REGISTRATION NO.</b>	<b>COLLATERAL CLASSIFICATION/ DESCRIPTION</b>	<b>EXPIRY DATE</b>
MASTERMIND LP  MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	17887613/ SM998999.7493	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 3, 2030
MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	17887753/ SM998999.7493	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 3, 2030
MASTERMIND LP  MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	15918444/ 350505171	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	MAY 10, 2028

**6. Nova Scotia**

*(i) Personal Property Security Act (Nova Scotia)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
MASTERMIND LP  MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	32841454/ SM998999.7493	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 3, 2030
MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	32841686/ SM998999.7493	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 3, 2030
MASTERMIND LP  MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	27869742/ SM001505	A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	JUNE 29, 2024

## 7. Ontario

(i) *Personal Property Security Act (Ontario)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
MASTERMIND LP  MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	762333147/ 20200602 1616 9234 2066	INVENTORY, EQUIPMENT, ACCOUNTS, OTHER, MOTOR VEHICLE	JUNE 2, 2030
MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	762333129/ 20200602 1616 9234 2065	INVENTORY, EQUIPMENT, ACCOUNTS, OTHER, MOTOR VEHICLE	JUNE 2, 2030
MASTERMIND LP  MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	700732503/ 20141016 1108 1862 3009	INVENTORY, EQUIPMENT, ACCOUNTS, OTHER, MOTOR VEHICLE	OCTOBER 16, 2024
MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	700732512/ 20141016 1108 1862 3010	INVENTORY, EQUIPMENT, ACCOUNTS, OTHER, MOTOR VEHICLE	OCTOBER 16, 2024

**8. Saskatchewan**

*(i) Personal Property Security Act (Saskatchewan)*

DEBTOR NAME(S)	SECURED PARTY NAME(S)	FILE/ REGISTRATION NO.	COLLATERAL CLASSIFICATION/ DESCRIPTION	EXPIRY DATE
MASTERMIND LP  MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	302039929	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS.	JUNE 2, 2030
MASTERMIND GP INC.	BIRCH HILL EQUITY PARTNERS (ENTREPRENEURS) IV, LP  BIRCH HILL EQUITY PARTNERS IV, LP  BIRCH HILL EQUITY PARTNERS (US) IV, LP	302039933	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	JUNE 2, 2030
MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	301453681	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	MARCH 3, 2025
MASTERMIND LP  MASTERMIND GP INC.	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT	301453686	ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	MARCH 3, 2025

**(C) Litigation**

**1. Ontario**

<b>PLAINTIFF(S)/ APPELLANT(S)</b>	<b>DEFENDANT(S)/ RESPONDENT(S)</b>	<b>JURISDICTION/ COURT FILE NO.</b>	<b>ADDITIONAL INFORMATION</b>	<b>CASE STATUS</b>
Sarah Jordan	MASTERMIND GP INC.  MASTERMIND LP	Toronto/ CV23007021050000	Amount: \$1,300,000  Case Opened: June 30, 2023  Case Type: Employment or Labour	Active
Robert Renaud	MASTERMIND LP  1836636 ONTARIO INC  BORGFELDT (CANADA) LIMITED  JOHN DOE MANUFACTURER  SHANTOU YITONG ELECTRONIC CO., LTD	Toronto/ CV16005632270000	Amount: \$2,500,000  Case Opened: October 31, 2016  Case Type: Tort – Economic Injury	Inactive
Rory Levy	MASTERMIND LP	Toronto/ CV20006413470000	Amount: \$36,000  Case Opened: May 21, 2020  Case Type: Contract  Case dismissed on consent September 14, 2020.	Inactive

**Schedule “C” – Permitted Encumbrances**

**Nil**

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

Court File No. CV-23-00710259-00CL

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

Applicant

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SALE APPROVAL AND VESTING ORDER**

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