

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

THE HONOURABLE)	FRIDAY, THE 8 TH
)	
JUSTICE STEELE)	DAY OF MARCH, 2024

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 OLD MM GP INC.

(the “**Applicant**”)

CLAIMS PROCEDURE ORDER

THIS MOTION made by Alvarez & Marsal Canada Inc. (“**A&M**”), in its capacity as the Court-appointed monitor of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the “**CCAA**”), was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion and the Fourth Report of the Monitor dated February 28, 2024, and on hearing the submissions of counsel for the Monitor, and such other counsel that were present, no one else appearing although duly served as appears from the affidavit of service of Milan Singh-Cheema, filed:

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that, for the purposes of this Order (this “**Claims Procedure Order**”), in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) “**Affiliate**” means, in relation to a party, a body corporate:
 - (i) which is directly or indirectly controlled by such party;
 - (ii) which directly or indirectly controls such party; or
 - (iii) which is, directly or indirectly, controlled by a body corporate that also, directly or indirectly controls such party.

For the purpose of this definition, “**control**” of a body corporate means the direct or indirect power to direct, administer and dictate policies or management of such body corporate, it being understood and agreed that control of a body corporate can be exercised without direct or indirect ownership of fifty percent (50%) or more of its voting shares, provided always that the ownership of the right to exercise fifty percent (50%) or more of the voting rights of a given body corporate shall be deemed to be effective control hereunder;

- (b) “**Amended Claim Statement**” has the meaning set out in paragraph 21 of this Claims Procedure Order;
- (c) “**Assessments**” means Claims of His Majesty the King in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of objection, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (d) “**Assumed Liabilities**” has the meaning set out in the Sale Agreement;

- (e) **“Business Day”** means a day, other than a Saturday, Sunday or statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (f) **“Buyer”** means Mastermind Toys Inc.;
- (g) **“Calendar Day”** means a day, including Saturday, Sunday or any statutory holiday in the Province of Ontario, Canada;
- (h) **“CCAA Proceedings”** means the within proceedings commenced by Old MM GP Inc. (f/k/a Mastermind GP Inc.) in this Court under Court File No.: CV-23-00710259-00CL;
- (i) **“Charges”** has the meaning set out in the Initial Order;
- (j) **“Claim”** means:
 - (i) any right or claim of any Person against the Debtor Companies (or either of them), whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), in existence on the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which

indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had the Debtor Companies become bankrupt on the Filing Date, including for greater certainty any Equity Claim and any claim against the Debtor Companies (or either of them) for indemnification by any Director or Officer, in each case, where such monies remain unpaid as of the date hereof (each, a “**Prefiling Claim**”, and collectively, the “**Prefiling Claims**”);

- (ii) any right or claim of any Person against the Debtor Companies (or either of them) in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Debtor Companies (or either of them) to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by the Debtor Companies (or either of them) on or after the Filing Date of any contract, lease or other agreement or arrangement, whether written or oral (each, a “**Restructuring Period Claim**”, and collectively, the “**Restructuring Period Claims**”); and
- (iii) any existing or future right or claim (including, for greater certainty, any Restructuring Period Claim) of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a

“Director/Officer Claim”, and collectively, the **“Director/Officer Claims”**),

including any Claim arising through subrogation against the Debtor Companies (or either of them) or any Director or Officer, provided however, that in any case “Claim” shall not include an Excluded Claim;

- (k) **“Claimant”** means any Person having or asserting a Claim;
- (l) **“Claims Bar Date”** means 5:00 p.m. (Eastern Prevailing Time) on April 19, 2024, or such later date as may be ordered by the Court;
- (m) **“Claims Package”** means a document package that contains a copy of the Instruction Letter, the Notice Letter, a Claim Statement and Notice of Dispute of Claim Statement (in each case, solely in respect of a document package delivered to a Listed Claimant), a Proof of Claim and Notice of Dispute of Revision or Disallowance (in each case, solely in respect of a document package delivered to a Claimant other than a Listed Claimant), and such other materials as the Monitor may consider appropriate or desirable;
- (n) **“Claims Procedure”** means the procedures outlined in this Claims Procedure Order in connection with the identification, quantification and resolution of Claims, as amended or supplemented by further Order of the Court;
- (o) **“Claim Statement”** means a General Claim Statement, Employee Claim Statement or Landlord Claim Statement, substantially in the form attached hereto as Schedule “D-1”, Schedule “D-2” or Schedule “D-3”, as applicable, which may be delivered by the Monitor to a Listed Claimant pursuant to paragraph 17 of this Claims Procedure Order for voting and/or distribution purposes;
- (p) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (q) **“D&O Charge”** has the meaning set out in the Initial Order;

- (r) **“D&O Indemnity Claim”** means any existing or future right of any Director or Officer against the Debtor Companies (or either of them) which arose or arises as a result of any Person filing a Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by the Debtor Companies (or either of them);
- (s) **“Directors”** means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or a *de facto* director of the Debtor Companies (or either of them), and **“Director”** means any of them;
- (t) **“Disputed Claim”** means a Claim that is validly disputed in accordance with this Claims Procedure Order and which remains subject to adjudication in accordance with this Claims Procedure Order;
- (u) **“Employee”** means anyone who was or may be deemed to have been, whether by statute, operation of law or otherwise, a former employee of the Debtor Companies (or either of them) whether on a full-time, part-time or temporary basis, other than a Director or Officer, including any individuals on disability leave, parental leave or other absence or any contractor of the Debtor Companies (or either of them);
- (v) **“Employee Claim Statement”** means the employee claim statement, in substantially the form attached hereto as Schedule “D-2”;
- (w) **“Equity Claim”** has the meaning set out in subsection 2(1) of the CCAA;
- (x) **“Excluded Asset”** has the meaning set out in the Sale Agreement;
- (y) **“Excluded Claim”** means:
 - (i) any Assumed Liabilities;
 - (ii) any Claim secured by any of the Charges;
 - (iii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA; and

- (iv) any Excluded Claim arising through subrogation;
- (z) **“Expansion of Monitor’s Powers Order”** means the Ancillary Order of the Court dated January 12, 2024, as it may be amended, restated or varied from time to time;
- (aa) **“Filing Date”** means November 23, 2023;
- (bb) **“General Claim Statement”** means the general claim statement, in substantially the form attached hereto as Schedule “D-1”;
- (cc) **“Initial Order”** means the Initial Order of the Court dated November 23, 2023, as amended, restated or varied pursuant to the Amended and Restated Initial Order of the Court dated November 30, 2023, and as it may be further amended, restated or varied from time to time;
- (dd) **“Instruction Letter”** means the instruction letter to Claimants, in substantially the form attached hereto as Schedule “A”;
- (ee) **“Known Claimants”** means with respect to the Debtor Companies (or either of them) or any of the Directors or Officers:
 - (i) any Person that the books and records of the Debtor Companies disclose was owed monies by the Debtor Companies (or either of them) as of the Filing Date, where such monies remain unpaid in full or in part as of the date hereof;
 - (ii) any Person who commenced a legal proceeding against the Debtor Companies (or either of them) or one or more Directors or Officers in respect of a Claim, which legal proceeding was commenced and served prior to the Filing Date; and
 - (iii) any other Person of whom the Monitor has knowledge as at the date of this Claims Procedure Order, as being owed monies by the Debtor Companies

(or either of them), and for whom the Monitor has a current address or other contact information;

- (ff) **“Landlord Claim Statement”** means the landlord claim statement, in substantially the form attached hereto as Schedule “D-3”;
- (gg) **“Listed Claim”** has the meaning set out in paragraph 17 of this Claims Procedure Order;
- (hh) **“Listed Claimants”** means Known Claimants to whom a General Claim Statement, Employee Claim Statement or a Landlord Claim Statement is delivered pursuant to paragraph 17 of this Claims Procedure Order, and **“Listed Claimant”** means any one of them;
- (ii) **“Meeting”** means a meeting of the Claimants called for the purpose of considering and voting in respect of a Plan, if any;
- (jj) **“Monitor’s Website”** means the website maintained by A&M at: <https://www.alvarezandmarsal.com/Mastermind>;
- (kk) **“Notice of Dispute of Claim Statement”** means a notice in substantially the form attached hereto as Schedule “G”, which may be delivered by a Listed Claimant who received a Claim Statement disputing such Claim Statement;
- (ll) **“Notice of Dispute of Revision or Disallowance”** means a notice in substantially the form attached hereto as Schedule “F”, which may be delivered by a Claimant who received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance;
- (mm) **“Notice Letter”** means the notice to Claimants for publication substantially in the form attached hereto as Schedule “B”;
- (nn) **“Notice of Revision or Disallowance”** means the notice, substantially in the form attached hereto as Schedule “E”, which may be delivered by the Monitor to a

Claimant revising or disallowing, in part or in whole, a Claim submitted by such Claimant for voting and/or distribution purposes;

- (oo) **“Officers”** means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Debtor Companies (or either of them), and **“Officer”** means any one of them;
- (pp) **“Person”** means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sub-landlord, tenant, sub-tenant, licensor, licensee, partner or advisor;
- (qq) **“Plan”** means any plan of compromise or arrangement or plan of reorganization filed by or in respect of any or both of the Debtor Companies, as amended, supplemented or restated from time to time in accordance with the terms thereof, if any;
- (rr) **“Proof of Claim”** means a proof of claim form in substantially the form attached hereto as Schedule “C”, which when filed by any Claimant in connection with a Claim shall include all supporting documentation in respect of such Claim;
- (ss) **“Purchase Price”** has the meaning set out in the Sale Agreement;
- (tt) **“Restructuring Period Claims Bar Date”** means, in respect of a Restructuring Period Claim, the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Prevailing Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim to a Claimant;
- (uu) **“Sale Agreement”** means the Asset Purchase Agreement between Old MM LP (f/k/a Mastermind LP) and Unity Acquisitions Inc. dated December 1, 2023, as

subsequently amended pursuant to an Amendment to Asset Purchase Agreement dated January 9, 2024, and assigned by Unity Acquisitions Inc. to the Buyer pursuant to an Assignment and Assumption Agreement dated January 14, 2024, and as it may be further amended, supplemented and otherwise modified from time to time; and

- (vv) “**Service List**” means the service list maintained by the Monitor in respect of the CCAA Proceedings.

INTERPRETATION

3. **THIS COURT ORDERS** that all references to time herein shall mean Eastern Prevailing Time and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein. Any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the Claims Procedure and the forms attached as schedules to this Claims Procedure Order are hereby approved and, if determined to be advisable by the Monitor, arrangements shall be made for French language translations of some or all of such forms. Notwithstanding the foregoing, the Monitor may, from time to time, make non-substantive changes to the forms as the Monitor may consider necessary or desirable, including the Instruction Letter, Notice Letter, Notice of Revision or Disallowance, Proof of Claim, Notice of Dispute of Revision or Disallowance, General Claim Statement, Employee Claim Statement, Landlord Claim Statement and Notice of Dispute of Claim Statement.

7. **THIS COURT ORDERS** that the Monitor is hereby authorized to: (i) use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered

hereunder are completed and executed; (ii) where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to the completion, execution and submission of such forms; and (iii) may request any further documentation from a Claimant that the Monitor may require to enable it to determine the validity, classification and/or the amount of a Claim.

8. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect at the Filing Date, which for United States dollars is USD 1.3699:CAD 1.

9. **THIS COURT ORDERS** that the amounts claimed in any Assessment, regardless of when the Assessment is issued, shall be subject to the Claims Procedure Order and there shall be no presumption of validity or deeming of the amount due in respect of amounts claimed in any Assessment.

10. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall impair or restrict the Monitor's ability to assert that a Claim does not attach to the Purchase Price or any of the Excluded Assets.

ROLE OF THE MONITOR

11. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order, the Expansion of Monitor's Powers Order and any other Orders of the Court in the CCAA Proceedings, and notwithstanding anything to the contrary herein, is hereby authorized, directed and empowered to implement the Claims Procedure provided for herein for and on behalf of the Debtor Companies and to take such other actions and fulfill such other roles as are contemplated by the Claims Procedure Order or incidental thereto, including the determination and resolution of Claims.

12. **THIS COURT ORDERS** that, in carrying out the terms of this Claims Procedure Order and taking such other actions and fulfilling such other roles incidental thereto, the Monitor shall: (i) have all of the protections afforded to it by the CCAA, the Claims Procedure Order, the Initial Order, the Expansion of Monitor's Powers Order and any other Orders of the Court in the CCAA

Proceedings, or as an officer of the Court, including the stay of proceedings in its favour provided pursuant to the Initial Order; (ii) incur no liability or obligation, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of gross negligence or wilful misconduct; (iii) be entitled to rely on the books and records of the Debtor Companies and any information provided by the Debtor Companies, all without independent investigation; (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information (including with respect to Known Claimants), or in any information provided by any Claimant, except to the extent that the Monitor has acted with gross negligence or wilful misconduct; (v) be authorized and empowered to assist any Claimant, including any Employee in the filing of a Proof of Claim; and (vi) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Claims Procedure Order from the Debtor Companies or any of their Affiliates, or the Buyer, on the Debtor Companies' behalf, in accordance with the Sale Agreement, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Procedure.

13. **THIS COURT ORDERS** that, in addition to their respective obligations under the Sale Agreement and the Expansion of Monitor's Powers Order, the Debtor Companies, the Directors, the Officers and their respective current and former employees, agents, advisors and representatives and any other Person given notice of this Claims Procedure Order shall fully cooperate with the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Claims Procedure Order.

NOTICE TO CLAIMANTS

14. **THIS COURT ORDERS** that:

- (a) the Monitor shall, not later than five (5) Business Days following the granting of this Claims Procedure Order, deliver on behalf of the Debtor Companies to each of the Known Claimants a copy of the Claims Package;

- (b) the Monitor shall cause the Notice Letter to be published once in *The Globe and Mail* (National Edition) as soon as practicable after the date of this Claims Procedure Order;
- (c) the Monitor shall post a copy of this Claims Procedure Order, the Monitor's Motion Record in respect of this Claims Procedure Order, and the Claims Package on the Monitor's Website as soon as practicable after the date of this Claims Procedure Order;
- (d) the Monitor shall deliver, as soon as reasonably possible following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Claimant and requesting such material in writing; and
- (e) any notices of disclaimer or resiliation delivered to potential Claimants by or on behalf of the Debtor Companies or by the Monitor after the date of this Claims Procedure Order shall be accompanied by a Claims Package and upon becoming aware of any other circumstance giving rise to a Restructuring Period Claim, the Monitor shall send a Claims Package to the applicable potential Claimant or may direct such potential Claimant to the documents posted on the Monitor's Website in respect of such Restructuring Period Claim.

CLAIMS PROCEDURE FOR CLAIMANTS

A. Proofs of Claim

15. **THIS COURT ORDERS** that, subject to paragraphs 17 to 22 of this Claims Procedure Order, to be effective, every Claimant asserting any Claim shall set out its aggregate Claim in a Proof of Claim, including supporting documentation, and deliver that Proof of Claim to the Monitor so that it is actually received by the Monitor by no later than: (i) in the event such Claim is a Prefiling Claim or Director/Officer Claim, the Claims Bar Date; or (ii) in the event such Claim is a Restructuring Period Claim, the Restructuring Period Claims Bar Date.

16. **THIS COURT ORDERS** that any Employee who wishes to file a Claim and does not receive a Claims Package by the date that is ten (10) Business Days prior to the Claims Bar Date,

should immediately contact the Monitor and request a Claims Package pursuant to paragraph 14(d) of this Claims Procedure Order and file a Proof of Claim in respect of such Claim so that it is actually received by the Monitor by no later than: (i) the Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

B. Listed Claims

17. **THIS COURT ORDERS** that the Monitor may elect to deliver a Claim Statement to Known Claimants by including such Claim Statement in the Claims Package delivered to such Known Claimant pursuant to paragraph 14 of this Claims Procedure Order. Such Claim Statement shall be in substantially the form attached hereto as Schedule “D-1”, Schedule “D-2” or Schedule “D-3”, as applicable, and shall set out the classification, nature and amount of such Known Claimant’s Claim, as determined by the Monitor, based on the books and records of the Debtor Companies (each, a “**Listed Claim**”).

18. **THIS COURT ORDERS** that any Listed Claimant who does not dispute the classification, nature or amount of the Listed Claim set forth in the Claim Statement delivered to such Listed Claimant is not required to take any further action and the Claim of such Listed Claimant shall be deemed to be of such classification, nature and amount as set forth in the Claim Statement for voting and/or distribution purposes.

19. **THIS COURT ORDERS** that any Claimant who receives a Claim Statement and wishes to assert a Claim other than a Listed Claim shall be required to deliver a Proof of Claim to the Monitor in respect of such other Claim(s) in accordance with paragraph 15 of this Claims Procedure Order.

20. **THIS COURT ORDERS** that any Listed Claimant who wishes to dispute the classification, nature and/or amount of the Listed Claim set forth in the Claim Statement delivered to such Listed Claimant shall be required to deliver a Notice of Dispute of Claim Statement to the Monitor so that it is actually received by the Monitor by no later than the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable.

21. **THIS COURT ORDERS** that if, after the date on which a Claim Statement is initially delivered to a Listed Claimant, the Monitor determines that it is appropriate to change the classification, amount or nature of the Listed Claim set forth in such Claim Statement, the Monitor shall cause an amended Claim Statement (each, an “**Amended Claim Statement**”) to be delivered to such Listed Claimant, which Amended Claim Statement and the revised Listed Claim specified therein shall thereafter supersede any previous Claim Statement delivered to such Listed Claimant. If the Listed Claimant wishes to dispute the classification, amount and/or nature of the Listed Claim set forth in the Amended Claim Statement, such Listed Claimant shall be required to deliver a Notice of Dispute of Claim Statement so that it is actually received by the Monitor on or before the later of (i) the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, and (ii) fourteen (14) Calendar Days after the date on which the Amended Claim Statement is delivered to the Listed Claimant.

22. **THIS COURT ORDERS** that any Claimant that does not deliver a Notice of Dispute of Claim Statement in respect of a Claim Statement or an Amended Claim Statement, if applicable, pursuant to paragraphs 20 and 21 of this Claims Procedure Order, as applicable, shall be forever barred from disputing the classification, nature and/or amount of the Listed Claim set forth in the Claim Statement or Amended Claim Statement, as applicable, and any Claim of a different classification or nature or in excess of the amount specified in the Claim Statement or Amended Claim Statement, as applicable, shall be forever barred and extinguished.

C. Adjudication of Claims Against the Debtor Companies

23. **THIS COURT ORDERS** that, subject to paragraphs 17 to 22 of this Claims Procedure Order, the Monitor shall review all Proofs of Claims received by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, and shall accept, revise or disallow the classification, nature and/or amount of each Claim therein for voting and/or distribution purposes. The Monitor shall notify each Claimant who has delivered a Proof of Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, as to whether such Claimant’s Claim as set out therein has been revised or disallowed, in whole or in part, by sending a Notice of Revision or Disallowance. The reasons for any revision or disallowance of a

Claim, whether in whole or in part, shall be included in such Notice of Revision or Disallowance.

24. **THIS COURT ORDERS** that any Claimant who wishes to dispute a Notice of Revision or Disallowance sent pursuant to paragraph 23 of this Claims Procedure Order shall deliver a Notice of Dispute of Revision or Disallowance by no later than 5:00 p.m. (Eastern Prevailing Time) on the date that is fourteen (14) Calendar Days after the date the Monitor sends the Notice of Revision or Disallowance to the applicable Claimant.

25. **THIS COURT ORDERS** that where a Claimant that receives a Notice of Revision or Disallowance pursuant to paragraph 23 of this Claims Procedure Order does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 24 of this Claims Procedure Order, the classification, nature and amount of such Claimant's Claim for voting and distribution purposes shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of the Claimant's rights to dispute the classification, amount and/or nature of the Claim(s) set out in the Notice of Revision or Disallowance or to otherwise assert or pursue the Claim(s) in an amount that exceeds the amount set forth in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

D. Resolution of Claims

26. **THIS COURT ORDERS** that the Monitor shall review all Notices of Dispute of Revision or Disallowance and Notices of Dispute of Claim Statement. In the event that the Monitor is unable to resolve a dispute regarding any Disputed Claim with a Claimant or Listed Claimant, as applicable, within a period or in a manner satisfactory to the Monitor, the Monitor shall so notify the Claimant or Listed Claimant, as applicable. Thereafter, the Monitor shall refer the Disputed Claim to the Court or to such alternative dispute resolution as may be ordered by the Court or agreed to by the Monitor and the applicable Claimant or Listed Claimant, as the case may be. The Court or the Person or Persons conducting the alternative dispute resolution proceeding, as the case may be, shall resolve the dispute.

E. D&O Indemnity Claims

27. **THIS COURT ORDERS** that, to the extent that any Director/Officer Claim is filed in accordance with this Claims Procedure, a corresponding D&O Indemnity Claim shall be deemed to have been filed in respect of each Director/Officer Claim prior to the Claims Bar Date and/or the Restructuring Claims Bar Date, as applicable. Directors and Officers shall not be required to take any action or to file a Proof of Claim in respect of such D&O Indemnity Claim.

CLAIMS BARRED

28. **THIS COURT ORDERS** that, subject to paragraphs 17 to 22 of this Claims Procedure Order, any Person that does not deliver a Proof of Claim in respect of a Claim in the manner required by this Claims Procedure Order so that it is actually received by the Monitor on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable:

- (a) shall not be entitled to attend or vote at a Meeting in respect of such Claim;
- (b) shall not be entitled to receive any distribution in respect of such Claim pursuant to a Plan or otherwise;
- (c) shall not be entitled to any further notice in the CCAA Proceedings (unless it has otherwise sought to be included on the Service List); and
- (d) shall be and is hereby forever barred from making or enforcing such Claim, and such Claim shall be and is hereby extinguished without any further act or notification.

EXCLUDED CLAIMS

29. **THIS COURT ORDERS** that any Person holding an Excluded Claim shall not be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Claims Procedure Order in respect of such Excluded Claim.

SET-OFF

30. **THIS COURT ORDERS** that the Debtor Companies (or either of them) may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions

to be made pursuant to a Plan or otherwise to any Claimant, any claims of any nature whatsoever that such Debtor Company may have against such Claimant; provided that, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor Companies (or either of them) of any such claim that the Debtor Companies (or either of them) may have against such Claimant.

NOTICE OF TRANSFEREES

31. **THIS COURT ORDERS** that if the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Debtor Companies (or either of them) shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing to the assignee or transferee and the assignor or transferor, and thereafter such transferee or assignee shall for the purposes hereof constitute the “Claimant” in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receiving written confirmation by the Monitor acknowledging such assignment or transfer. After the Monitor has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Monitor and the Debtor Companies shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which the Debtor Companies (or either of them) may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Debtor Companies (or either of them). Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

32. **THIS COURT ORDERS** that if a Claimant or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Monitor as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to

another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Debtor Companies and the Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant or in accordance with the provisions of this Claims Procedure Order.

SERVICE AND NOTICE

33. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents to the appropriate Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel at the physical or electronic address, as applicable, last shown on the books and records of the Debtor Companies or set out in such Claimant's Proof of Claim, Notice of Dispute of Revision or Disallowance or Notice of Dispute of Claim Statement, if one has been filed. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario) and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

34. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor or the Debtor Companies under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure

Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

35. **THIS COURT ORDERS** that the posting of materials on the Monitor's Website pursuant to paragraph 14(c) of this Claims Procedure Order, the publication of the Notice Letter and the mailing of the Claims Packages as set out in this Claims Procedure Order shall constitute good and sufficient notice to Claimants of the Claims Bar Date, the Restructuring Period Claims Bar Date, and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the Claims Procedure.

36. **THIS COURT ORDERS** that if during any period in which notices or other communications are being given pursuant to this Claims Procedure Order, a postal strike or postal work stoppage of general application should occur, such notices, notifications or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile or email in accordance with this Claims Procedure Order.

37. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is subsequently amended by further Order of the Court, the Monitor shall serve notice of such amendment on the Service List in the CCAA Proceedings and post such further Order on the

Monitor's Website and such posting shall constitute adequate notice to all Persons of such amended Claims Procedure Order.

STAY EXTENSION

38. **THIS COURT ORDERS** that the Stay Period (as defined in the Initial Order) is hereby extended until and including October 31, 2024.

MISCELLANEOUS

39. **THIS COURT ORDERS** that, notwithstanding any other provision of this Claims Procedure Order, the solicitation by the Monitor or the Debtor Companies of Proofs of Claim, the delivery of a Claim Package to Known Claimants, and the filing by any Person of any Proof of Claim, Notice of Dispute of Revision or Disallowance or Notice of Dispute of Claim Statement shall not, for that reason only, grant any Person any standing in the CCAA Proceedings or any rights under a Plan or otherwise.

40. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the D&O Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Debtor Companies' insurance and any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or the Debtor Companies (or either of them); provided, however, that nothing in this Claims Procedure Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Claims Procedure Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that the Person is covered by, the Debtor Companies' insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against the Debtor Companies (or either of them) or Director or Officer, as applicable.

41. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes for the purpose of a Plan, and the treatment of Claims, Listed Claims, Excluded Claims, or any other claims and the classification of creditors for voting and distribution purposes, shall be subject to the terms of a Plan or further Order of the Court.

42. **THIS COURT ORDERS** that the Monitor may from time to time apply to the Court to extend the time for any action which the Monitor is required to take if reasonably required to carry out its duties and obligations pursuant to this Claims Procedure Order, to amend, vary, supplement or replace this Claims Procedure Order or for advice and directions concerning the discharge of its powers and duties under this Claims Procedure Order or the interpretation or application of this Claims Procedure Order.

43. **THIS COURT ORDERS** that this Claims Procedure Order shall have full force and effect in all Provinces and Territories in Canada.

44. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside Canada to give effect to this Claims Procedure Order and to assist the Monitor, the Debtor Companies and their respective agents in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, and the Debtor Companies, as may be necessary or desirable to give effect to this Claims Procedure Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Monitor and the Debtor Companies and their respective agents in carrying out the terms of this Claims Procedure Order.

45. **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.

SCHEDULE “A”

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 OLD MM GP INC.

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE

I. CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated March 8, 2024 (the “**Claims Procedure Order**”), Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”), has been authorized to conduct a claims procedure (the “**Claims Procedure**”) with respect to claims against the Debtor Companies and their present or former Directors and Officers (collectively, the “**Directors/Officers**”).

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor’s Website at:
<https://www.alvarezandmarsal.com/Mastermind>.

This letter provides instructions for responding to or completing a Proof of Claim, a Notice of Dispute of Revision or Disallowance and/or a Notice of Dispute of Claim Statement, as applicable. Reference should be made to the Claims Procedure Order for a complete description of the Claims Procedure.

The Claims Procedure is intended for any Person with any Claims, other than Excluded Claims, of any kind or nature whatsoever against the Debtor Companies, the Directors/Officers, or any of them, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of “**Claim**”, “**Prefiling Claim**”, “**Restructuring Period Claim**” and “**Director/Officer Claim**” to which the Claims Procedure applies.

All notices and enquiries with respect to the Claims Procedure should be addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22

Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim (other than a Listed Claim (as defined below)), you **MUST** file a Proof of Claim with the Monitor.

If you are a Listed Claimant (as defined below) that has received a Claim Statement or an Amended Claim Statement (see Part III below), and wish to assert a Claim *other than* a Listed Claim, you also **MUST** file a Proof of Claim with the Monitor.

All Proofs of Claim for (i) Prefiling Claims, which for greater certainty are Claims against the Debtor Companies (or either of them) arising prior to the Filing Date of November 23, 2023, and (ii) Director/Officer Claims, must be actually received by the Monitor **before 5:00 p.m. (Eastern Prevailing Time) on April 19, 2024** (the “Claims Bar Date”).

All Proofs of Claim for Restructuring Period Claims, which for greater certainty are Claims arising out of the restructuring, disclaimer, rescission, termination or breach by the Debtor Companies (or either of them) on or after the Filing Date of November 23, 2023 of any contract, lease or other agreement or arrangement whether written or oral, must be received by the Monitor **by the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Prevailing Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim** (the “Restructuring Period Claims Bar Date”).

PROOFS OF CLAIM MUST BE ACTUALLY RECEIVED BY THE CLAIMS BAR DATE OR THE RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claim.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of November 23, 2023.

Additional Proofs of Claim forms can be obtained by contacting the Monitor at the telephone number and address indicated above and providing particulars as to your name, address and facsimile number or email address. Further, Proofs of Claim and related materials may be accessed from the Monitor’s Website at: <https://www.alvarezandmarsal.com/Mastermind>.

III. FOR KNOWN CLAIMANTS WHO RECEIVE A CLAIM STATEMENT

Certain Known Claimants of the Debtor Companies will receive a Claim Statement (each, a “**Listed Claimant**”) and, if applicable, an Amended Claim Statement, from the Monitor specifying the classification, nature and amount of such Known Claimant’s Claim as determined by the Monitor, based on the books and records of the Debtor Companies (each, a “**Listed Claim**”).

If you receive a Claim Statement or Amended Claim Statement and you do not wish to dispute the classification, nature or amount of the Listed Claim set out therein, you are not required to take any further action or to file a Proof of Claim with the Monitor.

If you wish to dispute the classification, amount and/or nature of the Listed Claim set forth in a Claim Statement, you are required to deliver a Notice of Dispute of Claim Statement to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Listed Claim is a Prefiling Claim; or (ii) the Restructuring Period Claims Bar Date where such Listed Claim is a Restructuring Period Claim.

If you wish to dispute the classification, amount and/or nature of the Listed Claim set forth in an Amended Claim Statement, you are required to deliver a Notice of Dispute of Claim Statement to the Monitor so that it is actually received by the Monitor by the later of: (i) the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable; and (ii) fourteen (14) Calendar Days after the date on which the Amended Claim Statement is delivered (the “**Amended Claims Statement Bar Date**”).

If you wish to assert any Claim(s) *other than* a Listed Claim, you must deliver a Proof of Claim in respect of such other Claim(s) to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

If a completed Notice of Dispute of Claim Statement in respect of a Claim Statement or Amended Claim Statement, if applicable, is not received by the Monitor by the Claims Bar Date, the Restructuring Period Claims Bar Date or the Amended Claims Statement Bar Date, as applicable, you will be forever barred from disputing the classification, nature or amount of the Listed Claim and any Claim of a different classification or nature or in excess of the amount specified in the Listed Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE, THE RESTRUCTURING PERIOD CLAIMS BAR DATE OR THE AMENDED CLAIMS STATEMENT BAR DATE, AS APPLICABLE, THE LISTED CLAIM SET OUT IN THE CLAIM STATEMENT OR THE AMENDED CLAIM STATEMENT, AS APPLICABLE, SENT TO YOU WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

SCHEDULE “B”

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 OLD MM GP INC.

NOTICE LETTER FOR THE CLAIMS PROCEDURE

RE: NOTICE OF CLAIMS PROCEDURE, CLAIMS BAR DATE & RESTRUCTURING PERIOD CLAIMS BAR DATE

This notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) March 8, 2024 (the “**Claims Procedure Order**”), in Old MM GP Inc.’s (f/k/a Mastermind GP Inc.) and Old MM LP’s (f/k/a Mastermind LP) (together, the “**Debtor Companies**”) proceedings under the *Companies’ Creditors Arrangement Act* (Canada).

Pursuant to the Claims Procedure Order, Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of the Debtor Companies has been authorized to conduct a claims procedure (the “**Claims Procedure**”) with respect to claims against the Debtor Companies and their present or former Directors and Officers (collectively, the “**Directors/Officers**”). To that end, the Monitor is required to send Claims Packages to, among others, the Debtor Companies’ Known Claimants. Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor’s Website at:
<https://www.alvarezandmarsal.com/Mastermind>.

I. SUBMISSION OF A PROOF OF CLAIM

All persons wishing to assert a Claim (other than a Listed Claim (as defined below)) **MUST** file a Proof of Claim with the Monitor.

If you are a Listed Claimant (as defined below) that has received a Claim Statement or Amended Claim Statement (see Part II below), and wish to assert a Claim *other than* a Listed Claim, you also **MUST** file a Proof of Claim with the Monitor.

THE CLAIMS BAR DATE is 5:00 p.m. (Eastern Prevailing Time) on April 19, 2024 (the “**Claims Bar Date**”). Proofs of Claim in respect of Prefiling Claims and Director/Officer Claims must be completed and filed with the Monitor on or before the Claims Bar Date.

THE RESTRUCTURING PERIOD CLAIMS BAR DATE is the later of (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Prevailing Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim (the “Restructuring Period Claims Bar Date”). Proofs of Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

PROOFS OF CLAIM MUST BE ACTUALLY RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Procedure but do not file a Proof of Claim in respect of a Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan, if any, or otherwise in respect of such Claim.

Reference should be made to the enclosed material for the complete definitions of “**Claim**”, “**Prefiling Claim**”, “**Restructuring Period Claim**” and “**Director/Officer Claim**” to which the Claims Procedure applies.

II. KNOWN CLAIMANTS RECEIVING A CLAIM STATEMENT

Certain Known Claimants of the Debtor Companies will receive a Claim Statement (each, a “**Listed Claimant**”) and, if applicable, an Amended Claim Statement, from the Monitor specifying the classification, nature and amount of such Known Claimant’s Claim as determined by the Monitor, based on the books and records of the Debtor Companies (each, a “**Listed Claim**”).

If you receive a Claim Statement or Amended Claim Statement and you do not wish to dispute the classification, nature or amount of the Listed Claim set out therein, you are not required to take any further action or to file a Proof of Claim with the Monitor.

If you wish to dispute the classification, amount and/or nature of the Listed Claim set forth in a Claim Statement, you are required to deliver a Notice of Dispute of Claim Statement to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Listed Claim is a Prefiling Claim; or (ii) the Restructuring Period Claims Bar Date where such Listed Claim is a Restructuring Period Claim.

If you wish to dispute the classification, amount and/or nature of the Listed Claim set forth in an Amended Claim Statement, you are required to deliver a Notice of Dispute of Claim Statement to the Monitor so that it is actually received by the Monitor by the later of: (i) the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable; and (ii) fourteen (14) Calendar Days after the date on which the Amended Claim Statement is delivered (the “**Amended Claims Statement Bar Date**”).

If you wish to assert any Claim(s) *other than* a Listed Claim, you must deliver a Proof of Claim in respect of such other Claim(s) to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or

Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

If a completed Notice of Dispute of Claim Statement in respect of a Claim Statement or Amended Claim Statement, if applicable, is not received by the Monitor by the Claims Bar Date, the Restructuring Period Claims Bar Date or the Amended Claims Statement Bar Date, as applicable, you will be forever barred from disputing the classification, nature or amount of the Listed Claim and any Claim of a different classification or nature or in excess of the amount specified in the Listed Claim shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE, THE RESTRUCTURING PERIOD CLAIMS BAR DATE OR THE AMENDED CLAIMS STATEMENT BAR DATE, AS APPLICABLE, THE LISTED CLAIM SET OUT IN THE CLAIM STATEMENT OR THE AMENDED CLAIM STATEMENT, AS APPLICABLE, SENT TO YOU WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

III. MONITOR CONTACT INFORMATION

The Monitor can be contacted at the following address to request a Claims Package or for any other notices or enquiries with respect to the Claims Procedure:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

SCHEDULE “C”

**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 OLD MM GP INC.**

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms not defined herein have the meanings ascribed to them in the Claims Procedure Order dated March 8, 2024 in the proceedings of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”) under the *Companies’ Creditors Arrangement Act* (Canada).

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

_____ (the “**Claimant**”)

2. Full Mailing Address of the Claimant:

3. Telephone Number:

4. Email Address:

5. Attention (Contact Person):

6. Have you acquired this Claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s):

II. PROOF OF CLAIM:

1. I, _____
(name of Claimant or representative of the Claimant if Claimant is not an individual), of

_____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

☐ am the Claimant; OR

☐ am _____ (state position or title) of

(name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that complete documentation in support of the Claim referred to below is attached; and

(d) that one or more of the Debtor Companies and/or one or more of the Directors or Officers of the Debtor Companies were and still are indebted to the Claimant as follows:¹

Debtor Companies	Prefiling Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any
Old MM GP Inc. (f/k/a Mastermind GP Inc.)			
Old MM LP (f/k/a Mastermind LP)			

¹ Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on November 23, 2023.

Debtor Companies	Restructuring Period Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any
Old MM GP Inc. (f/k/a Mastermind GP Inc.)			
Old MM LP (f/k/a Mastermind LP)			

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Prefiling Claims, Restructuring Period Claims and Director/Officer Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, and particulars of all credits, discounts, etc. claimed. If any Claim is being made against any Directors or Officers, clearly and expressly indicate as much and specify the applicable Directors or Officers and the legal basis for the Claim against each of them.)

IV. FILING OF CLAIM

For Prefiling Claims and Director/Officer Claims, this Proof of Claim **MUST** be actually received by the Monitor **before 5:00 p.m. (Eastern Prevailing Time) on April 19, 2024** (the "**Claims Bar Date**").

For Restructuring Period Claims, this Proof of Claim **MUST** be actually received by the Monitor **before the later of: (i) the Claims Bar Date and (ii) 5:00 p.m. (Eastern Prevailing Time) on the date that is ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim** (the "**Restructuring Period Claims Bar Date**").

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP

Royal Bank Plaza, South Tower

200 Bay Street, Suite 2900

P.O. Box 22

Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE OR RESTRUCTURING PERIOD CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING EXTINGUISHED AND FOREVER BARRED AND IN YOU BEING PREVENTED FROM MAKING OR ENFORCING A CLAIM AGAINST THE DEBTOR COMPANIES OR ANY OF THEIR PRESENT OR FORMER DIRECTORS AND OFFICERS.

DATED at _____ this _____ day of _____, 2024.

Signature of Claimant or its Authorized
Signatory

SCHEDULE “D-1”

**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 OLD MM GP INC.**

GENERAL CLAIM STATEMENT

Claim Reference Number: [Insert Claim Reference Number]

To: [Insert Name of Known Claimant] (the “**Listed Claimant**”)

[Insert Address of Known Claimant]

This General Claim Statement is delivered to you, as a Known Claimant of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and/or Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”), as noted below, pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated March 8, 2024 (the “**Claims Procedure Order**”) in the Debtor Companies’ proceedings under the *Companies’ Creditors Arrangement Act* (Canada). Pursuant to the Claims Procedure Order, Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of the Debtor Companies, has been authorized to conduct a claims procedure (the “**Claims Procedure**”) with respect to claims against the Debtor Companies and their present or former Directors and Officers. All capitalized terms used but not defined herein have the meanings ascribed to them in the Claims Procedure Order.

The Claim of the Listed Claimant, as determined by the Monitor based on the books, records and other relevant information in the possession of the Debtor Companies, is set out in the table immediately below (the “**Listed Claim**”):

Debtor Companies	Classification of Claim	Amount of Claim	Nature of Claim
Old MM GP Inc. (f/k/a Mastermind GP Inc.)	[Prefiling Claim or Restructuring Period Claim]	[Amount of Claim]	[Unsecured Claim, Unsecured Priority Claim or Secured Claim]
Old MM LP (f/k/a Mastermind LP)	[Prefiling Claim or Restructuring	[Amount of Claim]	[Unsecured Claim, Unsecured Priority

	Period Claim]		Claim or Secured Claim]
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IF THIS GENERAL CLAIM STATEMENT ACCURATELY REFLECTS THE CLAIM THAT YOU, AS THE LISTED CLAIMANT HAS, THEN YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION OR TO FILE A PROOF OF CLAIM WITH THE MONITOR.

If you, as the Listed Claimant, wish to dispute the classification, amount and/or nature of the Listed Claim set forth in this General Claim Statement, you MUST complete the enclosed Notice of Dispute of Claim Statement and deliver it to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Listed Claim is a Prefiling Claim; or (ii) the Restructuring Period Claims Bar Date where such Listed Claim is a Restructuring Period Claim.

If you, as the Listed Claimant, receive an Amended Claim Statement and wish to dispute the classification, amount and/or nature of the Listed Claim set forth therein, you MUST complete the enclosed Notice of Dispute of Claim Statement and deliver it to the Monitor so that it is actually received by the Monitor by the later of: (i) the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable; and (ii) fourteen (14) Calendar Days after the date on which the Amended Claim Statement is delivered (the “**Amended Claims Statement Bar Date**”).

If you, as the Listed Claimant, wish to assert any Claim(s) *other than* the Listed Claim, you MUST deliver a Proof of Claim in respect of such other Claim(s) to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

If a completed Notice of Dispute of Claim Statement disputing the Listed Claim set forth above or, if applicable, set forth in an Amended Claim Statement, is not received by the Monitor by the Claims Bar Date, the Restructuring Period Claims Bar Date or the Amended Claims Statement Bar Date, as applicable, you will be forever barred from disputing the classification, nature or amount of the Listed Claim and any Claim of a different classification or nature or in excess of the amount specified in this General Claim Statement shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE, THE RESTRUCTURING PERIOD CLAIMS BAR DATE OR THE AMENDED CLAIMS STATEMENT BAR DATE, AS APPLICABLE, THE LISTED CLAIM SET OUT ABOVE OR IN AN AMENDED CLAIM STATEMENT SENT TO YOU, AS APPLICABLE, WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

Claimants requiring further information or documentation, or who wish to submit a Notice of Dispute of Claim Statement, may contact the Monitor at the following address:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP

Royal Bank Plaza, South Tower

200 Bay Street, Suite 2900

P.O. Box 22

Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

SCHEDULE “D-2”

**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 OLD MM GP INC.**

EMPLOYEE CLAIM STATEMENT

Claim Reference Number: [Insert Claim Reference Number]

To: [Insert Name of Known Claimant] (the “**Listed Claimant**”)

[Insert Address of Known Claimant]

This Employee Claim Statement is delivered to you, as a Known Claimant of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and/or Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”), as noted below, pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated March 8, 2024 (the “**Claims Procedure Order**”) in the Debtor Companies’ proceedings under the *Companies’ Creditors Arrangement Act* (Canada). Pursuant to the Claims Procedure Order, Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of the Debtor Companies, has been authorized to conduct a claims procedure (the “**Claims Procedure**”) with respect to claims against the Debtor Companies and their present or former Directors and Officers. All capitalized terms used but not defined herein have the meanings ascribed to them in the Claims Procedure Order.

The Claim of the Listed Claimant, as determined by the Monitor based on the books, records and other relevant information in the possession of the Debtor Companies, is set out in the table immediately below (the “**Listed Claim**”):

Debtor Companies	Classification of Claim	Amount of Claim	Nature of Claim
Old MM GP Inc. (f/k/a Mastermind GP Inc.)	[Prefiling Claim or Restructuring Period Claim]	[Amount of Claim]	[Unsecured Claim, Unsecured Priority Claim or Secured Claim]
Old MM LP (f/k/a Mastermind LP)	[Prefiling Claim or Restructuring	[Amount of Claim]	[Unsecured Claim, Unsecured Priority

	Period Claim]		Claim or Secured Claim]
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Please note that the Listed Claim is calculated based on your statutory entitlement to termination and severance pay, less any amount paid or expected to be payable pursuant to, and in accordance with, the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1.

IF THIS EMPLOYEE CLAIM STATEMENT ACCURATELY REFLECTS THE CLAIM THAT YOU, AS THE LISTED CLAIMANT HAS, THEN YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION OR TO FILE A PROOF OF CLAIM WITH THE MONITOR.

If you, as the Listed Claimant, wish to dispute the classification, amount and/or nature of the Listed Claim set forth in this Employee Claim Statement, you **MUST** complete the enclosed **Notice of Dispute of Claim Statement** and deliver it to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Listed Claim is a Prefiling Claim; or (ii) the Restructuring Period Claims Bar Date where such Listed Claim is a Restructuring Period Claim.

If you, as the Listed Claimant, receive an Amended Claim Statement and wish to dispute the classification, amount and/or nature of the Listed Claim set forth therein, you **MUST** complete the enclosed **Notice of Dispute of Claim Statement** and deliver it to the Monitor so that it is actually received by the Monitor by the later of: (i) the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable; and (ii) fourteen (14) Calendar Days after the date on which the Amended Claim Statement is delivered (the “**Amended Claims Statement Bar Date**”).

If you, as the Listed Claimant, wish to assert any Claim(s) *other than* the Listed Claim, you **MUST** deliver a Proof of Claim in respect of such other Claim(s) to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

If a completed Notice of Dispute of Claim Statement disputing the Listed Claim set forth above or, if applicable, set forth in an Amended Claim Statement, is not received by the Monitor by the Claims Bar Date, the Restructuring Period Claims Bar Date or the Amended Claims Statement Bar Date, as applicable, you will be forever barred from disputing the classification, nature or amount of the Listed Claim and any Claim of a different classification or nature or in excess of the amount specified in this Employee Claim Statement shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE, THE RESTRUCTURING PERIOD CLAIMS BAR DATE OR THE AMENDED CLAIMS STATEMENT BAR DATE, AS APPLICABLE, THE LISTED CLAIM SET OUT ABOVE OR AN AMENDED CLAIM STATEMENT SENT TO YOU, AS APPLICABLE, WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

Claimants requiring further information or documentation, or who wish to submit a Notice of Dispute of Claim Statement, may contact the Monitor at the following address:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

SCHEDULE “D-3”

**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 OLD MM GP INC.**

LANDLORD CLAIM STATEMENT

Claim Reference Number: [Insert Claim Reference Number]

Store Name/Number (if applicable): [Insert Store Number, if Applicable]

To: [Insert Name of Known Claimant] (the “**Listed Claimant**”)

[Insert Address of Known Claimant]

This Landlord Claim Statement is delivered to you, as a Known Claimant of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and/or Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”), as noted below, pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated March 8, 2024 (the “**Claims Procedure Order**”) in the Debtor Companies’ proceedings under the *Companies’ Creditors Arrangement Act* (Canada). Pursuant to the Claims Procedure Order, Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of the Debtor Companies, has been authorized to conduct a claims procedure (the “**Claims Procedure**”) with respect to claims against the Debtor Companies and their present or former Directors and Officers. All capitalized terms used but not defined herein have the meanings ascribed to them in the Claims Procedure Order.

The Claim of the Listed Claimant, as determined by the Monitor based on the books, records and other relevant information in the possession of the Debtor Companies, is set out in the table immediately below (the “**Listed Claim**”):

Debtor Companies	Classification of Claim	Amount of Claim	Nature of Claim
Old MM GP Inc. (f/k/a Mastermind GP Inc.)	[Prefiling Claim or Restructuring Period Claim]	[Amount of Claim]	[Unsecured Claim, Unsecured Priority Claim or Secured Claim]

Old MM LP (f/k/a Mastermind LP)	[Prefiling Claim or Restructuring Period Claim]	[Amount of Claim]	[Unsecured Claim, Unsecured Priority Claim or Secured Claim]
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IF THIS LANDLORD CLAIM STATEMENT ACCURATELY REFLECTS THE CLAIM THAT YOU, AS THE LISTED CLAIMANT HAS, THEN YOU ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION OR TO FILE A PROOF OF CLAIM WITH THE MONITOR.

If you, as the Listed Claimant, wish to dispute the classification, amount and/or nature of the Listed Claim set forth in this Landlord Claim Statement, you MUST complete the enclosed Notice of Dispute of Claim Statement and deliver it to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Listed Claim is a Prefiling Claim; or (ii) the Restructuring Period Claims Bar Date where such Listed Claim is a Restructuring Period Claim.

If you, as the Listed Claimant, receive an Amended Claim Statement and wish to dispute the classification, amount and/or nature of the Listed Claim set forth therein, you MUST complete the enclosed Notice of Dispute of Claim Statement and deliver it to the Monitor so that it is actually received by the Monitor by the later of: (i) the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable; and (ii) fourteen (14) Calendar Days after the date on which the Amended Claim Statement is delivered (the “**Amended Claims Statement Bar Date**”).

If you, as the Listed Claimant, wish to assert any Claim(s) *other than* the Listed Claim, you MUST deliver a Proof of Claim in respect of such other Claim(s) to the Monitor so that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where such Claim is a Prefiling Claim or Director/Officer Claim; or (ii) the Restructuring Period Claims Bar Date where such Claim is a Restructuring Period Claim.

If a completed Notice of Dispute of Claim Statement disputing the Listed Claim set forth above or, if applicable, set forth in an Amended Claim Statement, is not received by the Monitor by the Claims Bar Date, the Restructuring Period Claims Bar Date or the Amended Claims Statement Bar Date, as applicable, you will be forever barred from disputing the classification, nature or amount of the Listed Claim and any Claim of a different classification or nature or in excess of the amount specified in this Landlord Claim Statement shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE, THE RESTRUCTURING PERIOD CLAIMS BAR DATE OR THE AMENDED CLAIMS STATEMENT BAR DATE, AS APPLICABLE, THE LISTED CLAIM SET OUT ABOVE OR AN AMENDED CLAIM STATEMENT SENT TO YOU, AS APPLICABLE, WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

Claimants requiring further information or documentation, or who wish to submit a Notice of Dispute of Claim Statement, may contact the Monitor at the following address:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

SCHEDULE “E”

**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 OLD MM GP INC.**

NOTICE OF REVISION OR DISALLOWANCE

TO: [name and address of Claimant]

PLEASE TAKE NOTICE that this Notice of Revision or Disallowance is being sent pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated March 8, 2024 (the “**Claims Procedure Order**”) in the proceedings of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”) under the *Companies’ Creditors Arrangement Act* (Canada). All capitalized terms not otherwise defined in this Notice of Revision or Disallowance shall have the meaning ascribed to them in the Claims Procedure Order, which is available on the Monitor’s Website at: <https://www.alvarezandmarsal.com/Mastermind>.

The Monitor has reviewed your Proof of Claim dated _____ 2024, and has revised or disallowed your Claim for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be as follows:

Claim Against	Type of Claim per Proof of Claim	Amount of Claim per Proof of Claim	Type of Claim per this Notice of Revision or Disallowance	Amount of Claim per this Notice of Revision or Disallowance
[Old MM GP Inc. (f/k/a Mastermind GP Inc.), Old MM LP (f/k/a Mastermind LP), etc.]	[Prefiling Claim, Restructuring Period Claim, etc.] [Unsecured Claim, Unsecured Priority Claim or Secured Claim]	CA\$	[Prefiling Claim, Restructuring Period Claim, etc.] [Unsecured Claim, Unsecured Priority Claim or Secured Claim]	CA\$

If you intend to dispute this Notice of Revision or Disallowance, you must by no later than 5:00 p.m. (Eastern Prevailing Time) on the day that is fourteen (14) Calendar Days after the date the Monitor sends this Notice of Revision or Disallowance, deliver a Notice of Dispute of Revision or Disallowance by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

Any Claimant who fails to deliver a Notice of Dispute of Revision or Disallowance by the date and time set out above shall be deemed to accept the classification, nature and the amount of its Claim as set out in this Notice of Revision or Disallowance and the Claimant will have those rights set out in the Claims Procedure Order with respect to such Claim.

If you do not deliver a Notice of Dispute of Revision or Disallowance by the deadline stated above, the classification, amount and/or nature of your Claim(s) shall be deemed to be as set out herein and all further rights to dispute the same shall be forever extinguished and barred.

If you agree with this Notice of Revision or Disallowance, there is no need to file anything further with the Monitor.

DATED this _____ day of _____, 2024.

Alvarez & Marsal Canada Inc.,
solely in its capacity as Monitor of
Old MM GP Inc. (f/k/a Mastermind GP Inc.)
and Old MM LP (f/k/a Mastermind LP), and
not in its personal or corporate capacity

Per: _____

SCHEDULE “F”

**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 OLD MM GP INC.**

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

Capitalized terms not defined herein have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) dated March 8, 2024 (the “**Claims Procedure Order**”) in the proceedings of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”) under the *Companies’ Creditors Arrangement Act* (Canada).

I. PARTICULARS OF CLAIMANT

Full Legal Name of Claimant:

Full Mailing Address of Claimant:

Telephone Number:

Email Address:

Attention (Contact Person):

Have you acquired this Claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Claimant(s):

**II. DISPUTE OF CLAIM SET OUT IN NOTICE OF REVISION OR
DISALLOWANCE**

The Claimant has received a Notice of Revision or Disallowance and hereby disputes the classification, amount and/or nature of the Claim set out in the Notice of Revision or Disallowance and asserts the Claim(s) as set out in the following table:

Claim Against	Classification of Claim	Amount of Claim	Nature of Claim
[Old MM GP Inc. (f/k/a Mastermind GP Inc.), Old MM LP (f/k/a Mastermind LP), etc.]	[Prefiling Claim, Restructuring Period Claim, etc.]	[Insert Amount of Claim]	[Unsecured Claim, Unsecured Priority Claim or Secured Claim]

III. REASONS FOR DISPUTE

Provide full particulars below as to the basis for the Claimant's dispute of the Notice of Revision or Disallowance and provide supporting documentation. This includes, without limitation, amounts, description of transaction(s) or agreement(s) giving rise to the Claim, the date and number of all invoices and supporting documentation, and particulars of all credits, discounts, rebates and similar items claimed. The particulars provided must support the value of the Claim as stated by the Claimant in the table above.

DATED this _____ day of _____, 2024.

Signature of Claimant or its Authorized
Signatory

This Notice of Dispute of Revision or Disallowance **MUST** be delivered to the Monitor at the below address such that it is actually received by the Monitor by no later than **5:00 p.m. (Eastern Prevailing Time) on the day that is fourteen (14) Calendar Days after the date the Monitor sends the Notice of Revision or Disallowance.**

This Notice of Dispute of Revision or Disallowance must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

If a completed Notice of Dispute of Revision or Disallowance in respect of the Notice of Revision or Disallowance is not received by the Monitor by the dates set out in the Claims Procedure Order and described herein, the Claimant shall be forever barred from disputing the classification, amount or nature of the Claim and any Claim of a different classification or nature or in excess of the amount specified in the Notice of Revision or Disallowance shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE IS NOT ACTUALLY RECEIVED BY THE MONITOR WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE NOTICE OF DISPUTE SENT TO YOU WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

SCHEDULE “G”

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 OLD MM GP INC.

NOTICE OF DISPUTE OF CLAIM STATEMENT

Capitalized terms not defined herein have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) dated March 8, 2024 (the “**Claims Procedure Order**”) in the proceedings of Old MM GP Inc. (f/k/a Mastermind GP Inc.) and Old MM LP (f/k/a Mastermind LP) (together, the “**Debtor Companies**”) under the *Companies’ Creditors Arrangement Act* (Canada).

I. PARTICULARS OF LISTED CLAIMANT

Full Legal Name of Listed Claimant:

Full Mailing Address of Listed Claimant:

Telephone Number:

Email Address:

Attention (Contact Person):

Have you acquired this Listed Claim by assignment?

Yes: ☐ No: ☐ (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Listed Claimant(s):

II. DISPUTE OF CLAIM SET OUT IN CLAIM STATEMENT OR AMENDED CLAIM STATEMENT

The Listed Claimant has received a Claim Statement or an Amended Claim Statement and hereby disputes the classification, amount and/or nature of the Listed Claim set out in the Claim Statement or Amended Claim Statement and asserts the Claim(s) as set out in the following table:

Claim Against	Classification of Claim	Amount of Claim	Nature of Claim
[Old MM GP Inc. (f/k/a Mastermind GP Inc.), Old MM LP (f/k/a Mastermind LP), etc.]	[Prefiling Claim, Restructuring Period Claim, etc.]	[Insert Amount of Claim]	[Unsecured Claim, Unsecured Priority Claim or Secured Claim]

III. REASONS FOR DISPUTE

Provide full particulars below as to the basis for the Listed Claimant's dispute of the Claim Statement or, if applicable, Amended Claim Statement, and provide supporting documentation. This includes, without limitation, amounts, description of transaction(s) or agreement(s) giving rise to the Claim, the date and number of all invoices and supporting documentation, and particulars of all credits, discounts, rebates and similar items claimed. The particulars provided must support the value of the Claim as stated by the Listed Claimant in the table above.

DATED this _____ day of _____, 2024.

Signature of Listed Claimant or its
Authorized Signatory

If in respect of a Claim Statement, this Notice of Dispute of Claim Statement **MUST** be delivered to the Monitor at the below address such that it is actually received by the Monitor by no later than the: (i) Claims Bar Date where the Listed Claim is a Prefiling Claim; or (ii) the Restructuring Period Claims Bar Date where the Listed Claim is a Restructuring Period Claim.

If in respect of an Amended Claim Statement, this Notice of Dispute of Claim Statement **MUST** be delivered to the Monitor at the below address such that it is actually received by the Monitor by the later of: (i) the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable; and (ii) fourteen (14) Calendar Days after the date on which the Amended Claim Statement is delivered.

This Notice of Dispute of Claim Statement must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed to:

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22
Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

If a completed Notice of Dispute of Claim Statement in respect of a Claim Statement or, if applicable, an Amended Claim Statement, is not received by the Monitor by the dates set out in the Claims Procedure Order and described herein, the Listed Claimant shall be forever barred from disputing the classification, amount or nature of the Listed Claim and any Claim of a different classification or nature or in excess of the amount specified in the Claim Statement shall be forever barred and extinguished. **IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT ACTUALLY RECEIVED BY THE MONITOR WITHIN THE PRESCRIBED TIME PERIOD, THE LISTED CLAIM AS SET OUT IN CLAIM STATEMENT OR AMENDED CLAIM STATEMENT SENT TO YOU, AS APPLICABLE, WILL BE DEEMED TO BE YOUR CLAIM AND WILL BE FINAL AND BINDING ON YOU FOR ALL PURPOSES.**

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 OLD MM GP INC.

Applicant

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

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

BENNETT JONES LLP

3400 One First Canadian Place

P.O. Box 130

Toronto, Ontario M5X 1A4

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Tel: (416) 777-6254

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Tel: (416) 777-5527

Email: singhcheemam@bennettjones.com

Lawyers for Alvarez & Marsal Canada Inc., solely
in its capacity as the Court-appointed Monitor and
not in its personal or corporate capacity