

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

B E T W E E N:

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

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

Applicant

**SUPPLEMENTAL MOTION RECORD**

December 13, 2023

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

BETWEEN:

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

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

Applicant

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**TAB 1**

**SCHEDULE 1.1(B)**  
**PURCHASED LOCATIONS AND NON-PURCHASED LOCATIONS**

**Non-Purchased Locations**

265	Barrie, ON
252	Vaughan, ON
338	Owen Sound, ON
261	Hurontario, ON
342	Ajax, ON
316	Lethbridge, AB
324	Saint John, NB
292	Red Deer, AB
326	Medicine Hat, AB

277	Kingston, ON
297	Cambridge, ON
325	Fredericton, NB
331	Hamilton, ON
327	Sudbury, ON
335	Prince George, BC
332	Sydney, NS
321	Kildonan, MB
290	Windermere Currents, AB

**Purchased Locations**

***Specified Purchased Stores***

298	Guelph	ON
260	Newmarket	ON
295	Terra Losa - Premises 1	AB
322	Dartmouth	NS
320	Rosedale	ON

294	Mckenzie Towne	AB
286	Coquitlam	BC
270	Milton	ON
211	Beaches	ON
313	St. Albert (Edmonton)	AB
281	Barrhaven	ON
310	Peterborough	ON
312	Place D'Orleans (Ottawa)	ON
282	Sherwood Park	AB
293	Grand Prairie	AB
272	Kanata (Ottawa)	ON
296	Kenaston (Winnipeg)	MB
284	Country Hill	AB
311	Regina East	SK
314	Preston Crossing (Saskatoon)	SK
287	Abbotsford	BC
274	Westhills, (Calgary)	AB
210	Etobicoke	ON
315	Tsawwassen (Vancouver)	BC
347	Clarkson Crossing	ON
285	South Edmonton Common	AB
280	Shawnessy	AB
214	Richmond Hill	ON
200	Yonge Street	ON
266	Bayview Village	ON

***General***

220	Mt. Pleasant	ON
329	Langford (Victoria)	BC
204	Markham	ON
201	Pickering	ON
263	Oshawa	ON
250	London North	ON
275	Windsor	ON
208	Aurora	ON
251	Burlington	ON
502	Kitchener	ON
334	St. John's North	NL
278	Langley	BC
207	Oakville	ON
328	Halifax (NS)	NS
291	Ancaster	ON
330	Saskatoon South	SK
323	Moncton (NB)	NB
271	St. Catharines	ON

# TAB 2

Revised: January 21, 2014

Court File No. ~~\_\_\_\_\_~~ CV-23-00710259-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) ~~WEEKDAY~~ WEDNESDAY, THE # 13TH  
 JUSTICE ~~\_\_\_\_\_~~ STEELE )  
 ) DAY OF ~~MONTH~~ DECEMBER, ~~20YR~~  
 ) 2023

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

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

(the "Applicant")

~~BETWEEN:~~

**PLAINTIFF**

Plaintiff

-and-

**DEFENDANT**

Defendant

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by ~~[RECEIVER'S NAME] in its capacity as the Court appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor")~~ the Applicant pursuant to the Companies' Creditors Arrangement Act (Canada) ("CCAA"), for an order approving the sale ~~transaction~~ transactions (the "Transactions") contemplated by an asset purchase agreement dated as of December 1, 2023 (the "Transaction") ~~contemplated by an~~

~~agreement of purchase and sale-APA~~) between Mastermind LP, by its general partner, Mastermind GP Inc., as seller (~~the "Sale Agreement"~~) ~~between the Receiver and [NAME OF PURCHASER]~~ the "Seller") and Unity Acquisitions Inc., (or any permitted assignee under the APA), as buyer (the "Purchaser") dated [DATE] ~~and appended to the Report of the Receiver dated [DATE]~~ Buyer") and attached as Confidential Exhibit "G" to the affidavit of Lucio Milanovich sworn December 6, 2023 (the "Report"), ~~Milanovich Affidavit~~) and vesting in the ~~Purchaser the Debtor's~~ Buyer all of the Seller's right, title and interest in and to the ~~assets described in the Sale Agreement (the "Purchased Assets")~~ described in the APA, was heard this day at 330 University Avenue, Toronto, Ontario by videoconference via Zoom.

**ON READING** the ~~Report~~ 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 ~~Receiver~~ Mastermind Entities, ~~[NAMES OF OTHER PARTIES APPEARING]~~ 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 affidavit of [NAME] sworn [DATE] Lawyer's Certificate of Service of Kristine Spence sworn December 6, 2023, filed<sup>+</sup>:

### 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.

<sup>+</sup> ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

## APPROVAL OF THE TRANSACTIONS

~~1.3.~~ **THIS COURT ORDERS AND DECLARES** that the ~~Transaction is~~ Transactions are hereby approved,<sup>2</sup> and the execution of the ~~Sale Agreement~~ APA by the ~~Receiver~~<sup>3</sup> Seller is hereby authorized and approved, with such minor amendments as the ~~Receiver may deem necessary.~~ The Receiver is 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 Transaction Transactions and for the conveyance of the Purchased Assets to the Purchaser 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

~~2.5.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver's~~ Monitor's certificate to the ~~Purchaser~~ Seller and Buyer or their respective counsel substantially in the form attached as ~~Schedule A hereto~~ "A" (the "~~Receiver's~~ Monitor's Certificate"), all of the ~~Debtor's~~ Seller's right, title and interest in and to the Purchased Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~<sup>4</sup> (including any real property leases that may be assigned to the Buyer ("Leases")) shall vest absolutely in the ~~Purchaser~~ 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

<sup>2</sup>In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.

<sup>3</sup>In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.

<sup>4</sup>To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

(collectively, the “**Claims**”<sup>5</sup>) including, without limiting the generality of the foregoing: ~~(i)~~ (a) any encumbrances or charges created by the an order of this Court made in the CCAA Proceedings, including, without limitation, the Amended and Restated Initial Order of the Honourable Justice [NAME] dated [DATE]; ~~(ii)~~ 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; and ~~(iii)~~ (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 C hereto “B” (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the ~~permitted encumbrances~~ Permitted Encumbrances, easements and restrictive covenants listed on Schedule D “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

<sup>5</sup>The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

which include, for greater certainty, the transfer and vesting of Purchased Assets to the Buyer) or upon further Order of the Court.

~~3. — THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

**4.7. THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> 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 **Receiver's 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<sup>8</sup>, 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.

**5.8. THIS COURT ORDERS AND DIRECTS** the **Receiver-Monitor** to file with the Court a copy of the **Receiver's 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.

~~6. — THIS COURT ORDERS that, pursuant to clause 7(3)(e) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the~~

<sup>6</sup>Elect the language appropriate to the land registry system (Registry vs. Land Titles).

<sup>7</sup>The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

<sup>8</sup>This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

~~Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser 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 Debtor.~~

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.

7.10. 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 ~~Debtor~~ Mastermind Entities and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~ Mastermind Entities;

the vesting of the Purchased Assets in the ~~Purchaser~~ Buyer pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~ Mastermind Entities and shall not be void or voidable by creditors of the ~~Debtor~~ 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 ~~*Bankruptcy and Insolvency Act*~~ (Canada) 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**

~~8.15.~~ **THIS COURT ORDERS AND DECLARES** that the ~~Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~ 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.

**9.16. 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 ~~Receiver and its~~ 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 ~~Receiver~~ 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 ~~Receiver and its~~ 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.

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Schedule A-"A" – Form of ~~Receiver's~~ Monitor's CertificateCourt File No. \_\_\_\_\_ CV-23-00710259-00CLONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST~~BETWEEN:~~**PLAINTIFF**IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDEDAND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF MASTERMIND GP INC.(the "Applicant")

Plaintiff

-and-

**DEFENDANT**

Defendant

**RECEIVER'S MONITOR'S CERTIFICATE**

## RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ 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 ~~receiver-monitor~~ (in such capacity, the "Receiver")-Monitor) of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor") 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 ~~[DATE]~~ December 13, 2023, (the "**Sale Approval and Vesting Order**"), the Court approved the asset purchase agreement ~~of purchase and sale made~~

as of ~~[DATE OF AGREEMENT]~~ (the "~~Sale Agreement~~") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ made as of December 1, 2023 (the "~~Purchaser~~") ~~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 ~~Purchaser~~ Buyer all of the ~~Debtor's~~ 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 ~~Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 1 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver~~ 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 ~~Sale Agreement~~ APA or the Sale Approval and Vesting Order, as applicable.

**THE ~~RECEIVER~~ MONITOR CERTIFIES** the following:

1. ~~The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;~~

2. ~~The 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 section 1 sections 8.4 and 8.5 of the Sale Agreement APA have been satisfied or waived by the Receiver Seller and the Purchaser Buyer, respectively; and

3. The ~~Transaction has~~ Transactions have been completed to the satisfaction of the ~~Receiver~~ Monitor.

4. This Monitor's Certificate was delivered by the ~~Receiver~~ Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

~~{NAME OF RECEIVER}~~, Alvarez & Marsal Canada Inc., solely in its capacity as ~~Receiver of the undertaking, property and assets of~~ ~~{DEBTOR}~~ 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—“B” – Encumbrances to be Expunged and Discharged from the Purchased Assets**

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

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**1. Ontario**

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

**(B) Personal Property Security Interests****1. Alberta**

- (i) ~~Schedule C — Claims to be deleted and expunged from title to Real~~ Personal Property Security Act (Alberta)

<u>DEBTOR NAME(S)</u>	<u>SECURED PARTY NAME(S)</u>	<u>FILE/REGISTRATION NO.</u>	<u>COLLATERAL CLASSIFICATION/DESCRIPTION</u>	<u>EXPIRY DATE</u>
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)

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

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

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

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

### 3. Manitoba

(i) Personal Property Security Act (Manitoba)

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

#### 4. New Brunswick

(i) Personal Property Security Act (New Brunswick)

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

## 5. Newfoundland and Labrador

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

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

## 6. Nova Scotia

(i) Personal Property Security Act (Nova Scotia)

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

## 7. Ontario

(i) Personal Property Security Act (Ontario)

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

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

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

(C) Litigation1. Ontario

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

**Schedule D-C – Permitted Encumbrances, ~~Easements and Restrictive Covenants~~ related to  
the Real Property**

**(~~unaffected by the Vesting Order~~)**

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**

**DAVIES WARD PHILLIPS & VINEBERG LLP**

155 Wellington Street West  
Toronto ON M5V 3J7

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Tel: 416.367.7489  
Email: nrenner@dwpv.com

**Kristine Spence (LSO#66099S)**

Tel: 416.367.7573  
Email: kspence@dwpv.com

Lawyers for Mastermind GP Inc.

Summary Report	
Title	<b>Davies compareDocs Comparison Results</b>
Date & Time	2023-12-13 10:58:25 AM
Comparison Time	1.95 seconds
compareDocs version	v5.1.200.4

Sources	
Original Document	Model Order (002).doc
Modified Document	[#4157-4357-8957] [v11] Approval and Vesting Order - Mastermind GP.docx

Comparison Statistics	
Insertions	281
Deletions	35
Changes	82
Moves	10
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	408

Word Rendering Set Markup Options	
Name	DWPV(with Strikethrough for delete)
<a href="#">Insertions</a>	
<del>Deletions</del>	
<a href="#">Moves / <del>Moves</del></a>	
<a href="#">Font Changes</a>	
<a href="#">Paragraph Style Changes</a>	
<a href="#">Character Style Changes</a>	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Comments	Word	False
Include Field Codes	Word	True
Flatten Field Codes	Word	True
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

**TAB 3**

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 “**AG**” 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~~ 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 ~~affidavit of service of [redacted]~~ [Lawyer's Certificate of Service of Kristine Spence](#) sworn December [redacted]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; ~~and~~ (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.

~~6.7.~~ **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.

~~7.8.~~ **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.

~~8.9.~~ **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.

~~9.10.~~ **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

~~10.~~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 ~~10~~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 ~~10~~11.

## DISCLOSURE OF PERSONAL INFORMATION

~~11.~~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

~~12.~~13. **THIS COURT ORDERS** that Confidential Exhibit ~~[redacted]~~ “**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**

~~13.~~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.

~~14.~~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.

~~15.~~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.

**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**”); **Order**”), the Court approved the asset purchase agreement made as of December [●], 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**

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

**(B) Personal Property Security Interests****1. Alberta***(i) Personal Property Security Act (Alberta)*

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

## 2. British Columbia

(i) Personal Property Security Act (British Columbia)

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

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

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

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

### 3. Manitoba

(i) Personal Property Security Act (Manitoba)

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

#### 4. New Brunswick

(i) Personal Property Security Act (New Brunswick)

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

## 5. Newfoundland and Labrador

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

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

**6. Nova Scotia**

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

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

## 7. Ontario

(i) Personal Property Security Act (Ontario)

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

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

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

(C) Litigation1. Ontario

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

**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**

**DAVIES WARD PHILLIPS & VINEBERG LLP**

155 Wellington Street West  
Toronto ON M5V 3J7

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Email: nmacparland@dwpv.com

**Natalie Renner (LSO#55954A)**

Tel: 416.367.7489

Email: nrenner@dwpv.com

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Lawyers for Mastermind GP Inc.

Summary Report	
Title	<b>Davies compareDocs Comparison Results</b>
Date & Time	2023-12-13 10:59:14 AM
Comparison Time	0.28 seconds
compareDocs version	v5.1.200.4

Sources	
Original Document	APA Order (002).docx
Modified Document	[#4157-4357-8957] [v11] Approval and Vesting Order - Mastermind GP.docx

Comparison Statistics	
Insertions	237
Deletions	8
Changes	13
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	258

Word Rendering Set Markup Options	
Name	DWPV(with Strikethrough for delete)
<a href="#">Insertions</a>	
<del>Deletions</del>	
<a href="#">Moves</a> / <del>Moves</del>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Comments	Word	False
Include Field Codes	Word	True
Flatten Field Codes	Word	True
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

**TAB 4**

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.

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**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)*

<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	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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Lawyers for Mastermind GP Inc.

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

Applicant

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**MOTION RECORD**

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