

**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 OLD MM GP INC.**

**FIFTH REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

AUGUST 13, 2024

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
2.0	PURPOSE OF THIS REPORT	4
3.0	TERMS OF REFERENCE AND DISCLAIMER	6
4.0	UPDATES SINCE THE DATE OF THE FOURTH REPORT	8
5.0	UPDATE ON THE CLAIMS PROCEDURE	9
6.0	PROPOSED TERMINATION AND DISTRIBUTION ORDER	16
7.0	APPROVAL OF THE MONITOR’S ACTIVITIES AND THE FEES AND DISBURSEMENTS OF THE MONITOR AND ITS COUNSEL.....	23
8.0	ACTIVITIES OF THE MONITOR SINCE THE FOURTH REPORT.....	26
9.0	CONCLUSIONS AND RECOMMENDATIONS.....	27

APPENDICES

Appendix A – Pre-Filing Report of the Proposed Monitor (Without Appendices)

Appendix B – First Report of the Monitor (Without Appendices)

Appendix C – Second Report of the Monitor (Without Appendices)

Appendix D – Third Report of the Monitor (Without Appendices)

Appendix E – Fourth Report of the Monitor (Without Appendices)

Appendix F – Claims Procedure Order

Appendix G – Notice Letter

Appendix H – Fee Affidavit of Josh Nevsky

Appendix I – Fee Affidavit of Sean Zweig

1.0 INTRODUCTION

- 1.1 On November 23, 2023, Old MM GP Inc. (f/k/a Mastermind GP Inc.) (the “**Applicant**”) was granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). Among other things, the Initial Order appointed Alvarez & Marsal Canada Inc. (“**A&M**”) as monitor (in such capacity, the “**Monitor**”) in these CCAA proceedings (the “**CCAA Proceedings**”).
- 1.2 The Initial Order also extended the stay of proceedings and other protections and authorizations to Old MM LP (f/k/a Mastermind LP) (together with Old MM GP Inc., the “**Debtor Companies**” and each, a “**Debtor Company**”). Old MM GP Inc. is the general partner of Old MM LP.
- 1.3 The Debtor Companies commenced the CCAA Proceedings to provide the stability and flexibility necessary to allow them to pursue a value maximizing going concern sale transaction, while also implementing a liquidation and closure of a sub-set of store locations. In furtherance of these objectives and as explained in the Prior Reports (as defined below), Old MM LP entered into an asset purchase agreement dated as of December 1, 2023 (the “**APA**”) with Unity Acquisitions Inc. or its permitted assignee, Mastermind Toys Inc., as purchaser (the “**Purchaser**”), for the sale of its assets and business, and with the assistance of Gordon Brothers Canada ULC, implemented a liquidation sale at 18 store locations (the “**Liquidation Sale**”).
- 1.4 On December 13, 2023, the Applicant obtained an order (the “**Approval and Vesting Order**”), among other things:

- (i) approving the APA and the going concern transaction contemplated thereunder (the “**Transaction**”); and
- (ii) upon the delivery of a certificate to Old MM LP and the Purchaser or their respective counsel (the “**Monitor’s Certificate**”), vesting all of Old MM LP’s right, title and interest in and to the Purchased Assets (as defined in the APA) in the Purchaser free and clear of all claims and encumbrances other than the Permitted Encumbrances (as defined in the APA).

1.5 On January 12, 2024, the Applicant obtained the following additional relief to effectuate the Transaction and advance the CCAA Proceedings:

- (i) an order pursuant to section 11.3 of the CCAA (the “**Assignment Order**”), among other things, assigning, conveying and transferring to the Purchaser the rights and obligations of the Debtor Companies under the Assigned Contracts (as defined in the Assignment Order);
- (ii) an order (the “**Ancillary Order**”), which, among other things:
 - (a) granted the Monitor expanded powers and certain additional protections;
 - (b) declared that Old MM LP meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 and that Old MM LP’s former employees are eligible to receive payments under and in accordance with the *Wage Earner Protection Program Act*, S.C. 2006, c. 47 s. 1, as amended (the “**WEPP Act**”);

- (c) extended the Stay Period (as defined in the ARIO) to and including April 30, 2024;
- (d) amended the title of the CCAA Proceedings upon the Debtor Companies' official name changes following the closing of the Transaction;
- (e) authorized and directed the Monitor to distribute to CIBC any amounts required to satisfy the obligations owing under the CIBC Credit Agreement and the Forbearance Agreement (as defined in the ARIO) upon the delivery of the Monitor's Certificate in accordance with the Approval and Vesting Order and the APA (the "**CIBC Distribution**"); and
- (f) terminated and released the DIP Charge and the KERP Charge (each as defined in the ARIO) upon Old MM LP making the CIBC Distribution.

1.6 On March 8, 2024, the Monitor, exercising its expanded powers under the Ancillary Order, sought and obtained an Order (the "**Claims Procedure Order**"), which, among other things:

- (i) established a procedure (the "**Claims Procedure**") for the identification, quantification and resolution of claims against the Debtor Companies and their present and former directors and officers; and
- (ii) extended the Stay Period until and including October 31, 2024.

1.7 Additional details regarding the Debtor Companies and the circumstances leading to, and the steps taken in, the CCAA Proceedings are set out in the Pre-Filing Report of the

Proposed Monitor dated November 22, 2023 (the “**Pre-Filing Report**”), the First Report of the Monitor dated November 29, 2023 (the “**First Report**”), the Second Report of the Monitor dated December 10, 2023 (the “**Second Report**”), the Third Report of the Monitor dated January 8, 2023 (the “**Third Report**”) and the Fourth Report of the Monitor dated February 28, 2024 (the “**Fourth Report**” and collectively with the Pre-Filing Report, the First Report, the Second Report and the Third Report, the “**Prior Reports**”). The Prior Reports and other Court-filed documents in the CCAA Proceedings are available on the Monitor’s case website at: www.alvarezandmarsal.com/Mastermind (the “**Case Website**”). For ease of reference, copies of each of the Prior Reports (without appendices) are attached as **Appendices “A” to “E”**.

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this Fifth Report is to provide the Court with information regarding the following:

- (i) an update with respect to the CCAA Proceedings since the date of the Fourth Report;
- (ii) an update on the Claims Procedure, which is now substantially complete;
- (iii) the Monitor’s motion for an order (the “**Termination and Distribution Order**”), among other things:
 - (a) authorizing and directing the Monitor, for and on behalf of the Debtor Companies, to establish the Administrative Reserve (as defined below);

- (b) approving the Distribution Methodology (as defined below) and authorizing and directing the Monitor, for and on behalf of the Debtor Companies, to make the distributions contemplated by the Distribution Methodology (collectively, the “**Distributions**” and each, a “**Distribution**”);
- (c) authorizing: (I) each of the Debtor Companies to make an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) prior to the CCAA Termination Time (as defined below), naming A&M as the licensed insolvency trustee of such Debtor Company (in such capacity, the “**Trustee**”); and (II) the Monitor to execute and file such documents in the name of each of the Debtor Companies and take all such steps as are necessary to make each of the Debtor Companies’ assignments in bankruptcy pursuant to the BIA;
- (d) authorizing the Trustee to administer the bankruptcy estates as if such estates were in respect of a single bankrupt for the purposes of carrying out its duties and responsibilities as trustee under the BIA (the “**Bankruptcy Proceedings**”);
- (e) terminating the CCAA proceedings upon the Monitor’s service of an executed certificate (the “**Termination Certificate**”) in substantially the form attached as Schedule “A” to the proposed Termination and Distribution Order (the “**CCAA Termination Time**”);
- (f) releasing and discharging the Charges (as defined below) effective as of the CCAA Termination Time;

- (g) discharging and releasing A&M as Monitor in the CCAA Proceedings effective as of the CCAA Termination Time;
 - (h) granting certain releases (the “**Releases**”) in favour of the Released Parties (as defined below);
 - (i) approving the Prior Reports, this Fifth Report and the activities of the Monitor described therein and herein; and
 - (j) approving the fees and disbursements of the Monitor and the Monitor’s counsel, Bennett Jones LLP (“**Bennett Jones**”), referred to in this Fifth Report and the Fee Affidavits (as defined below), including the Fee Estimate (as defined below);
- (iv) the activities of the Monitor since the date of the Fourth Report; and
- (v) the Monitor’s conclusions and recommendations in connection with the foregoing, as applicable.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this Fifth Report, A&M, in its capacity as Monitor, has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Debtor Companies and has held discussions with the former management of the Debtor Companies and their legal counsel (collectively, the “**Information**”). The Monitor notes that:

- (i) it has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CASs”) pursuant to the *Chartered Professional Accountants Canada Handbook* (the “CPA Handbook”) and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
- (ii) some of the information referred to in this Fifth Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

3.2 This Fifth Report is being provided to the Court in support of the relief being sought by the Monitor in its motion for the proposed Termination and Distribution Order. Capitalized terms used and not defined in this Fifth Report have the meanings given to them in the Prior Reports, the Claims Procedure Order or the proposed Termination and Distribution Order, as applicable.

3.3 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 UPDATES SINCE THE DATE OF THE FOURTH REPORT

Amounts Paid on Closing

Excess Proceeds

4.1 As described in the Third Report, the Transaction was anticipated to result in Excess Proceeds to be held by the Monitor for the benefit of the creditors in the CCAA Proceedings, after accounting for any wind-down costs required in the administration of the CCAA Proceedings. The Transaction closed on January 25, 2024 and resulted in, among other things:

- (i) Excess Proceeds of approximately \$2.3 million;
- (ii) the transfer of substantially all of the assets and operations of the Debtor Companies to the Purchaser;
- (iii) the preservation of approximately 590 jobs;
- (iv) the continuation of the “Mastermind Toys” business through the Purchaser;
- (v) the continued operation of 48 Mastermind Toys retail stores and the Debtor Companies’ former head office/distribution centre, and the preservation of the corresponding leases and relationships with landlords; and
- (vi) the repayment in full of all of the obligations that were owing by the Debtor Companies to CIBC.

- 4.2 As of the date of this Fifth Report, the Monitor is holding approximately \$2 million in Excess Proceeds. The Monitor proposes that the Excess Proceeds, less the Administrative Reserve (the “**Cash Pool**”), be distributed to claimants with Proven Claims (as defined below) in accordance with the proposed Termination and Distribution Order.

Priority Payables Amount

- 4.3 Pursuant to the APA, the Purchaser also paid to Old MM LP the Priority Payables Buyer Contribution (as defined in the APA) in the amount of \$2.4 million on the closing of the Transaction.
- 4.4 As described in the Third Report and the Fourth Report, Old MM LP was to use the Priority Payables Buyer Contribution to pay all remaining Priority Payables (as defined in the APA) that were outstanding prior to the Closing Date.
- 4.5 As of the date of this Fifth Report, the Monitor has disbursed approximately \$1.9 million from the Priority Payables Buyer Contribution.
- 4.6 On July 2, 2024, the remaining balance of the Priority Payables Buyer Contribution, being \$447,135.90, was returned to the Purchaser pursuant to the APA, less a holdback of \$20,000 to pay certain outstanding Priority Payables.

5.0 UPDATE ON THE CLAIMS PROCEDURE

Overview

- 5.1 To facilitate the distribution of the Excess Proceeds and the termination of the CCAA Proceedings, the Monitor sought and, on March 8, 2024, obtained the Claims Procedure

Order approving the Claims Procedure. A copy of the Claims Procedure Order is attached as **Appendix “F”**.

- 5.2 The Claims Procedure was described in detail in the Fourth Report. It was intended to provide a fair, comprehensive and expeditious means of identifying, quantifying and resolving Claims against the Debtor Companies and their present and former directors and officers. Since its approval, the Monitor has implemented and completed the Claims Procedure in accordance with the terms of the Claims Procedure Order.
- 5.3 As required under the Claims Procedure Order, notice of the Claims Procedure was provided to potential Claimants in the following ways, among others:
- (i) delivery of the Claims Package by the Monitor, on behalf of the Debtor Companies, to each of the Known Claimants, which Claims Packages included, in the case of Listed Claimants, populated Claim Statements setting out the classification, nature and amount of each such Listed Claimant’s Listed Claim;
 - (ii) publication of the Notice Letter in *The Globe and Mail* (National Edition), a copy of which is attached as **Appendix “G”**;
 - (iii) publication of the Claims Procedure Order, the Monitor’s Motion Record in respect of the Claims Procedure Order, and the Claims Package on the Case Website; and
 - (iv) delivery by the Monitor of a copy of the Claims Package to any person claiming to be a Claimant and requesting such material in writing.

- 5.4 Pursuant to the Claims Procedure Order, every Claimant asserting any Claim against the Debtor Companies (or either of them) and/or the Debtor Companies' present and former directors and officers (or any of them), other than a Listed Claimant in respect of a Listed Claim, was required to deliver a Proof of Claim to the Monitor by no later than:
- (i) in the case of a Prefiling Claim or Director/Officer Claim, 5:00 p.m. (Eastern Prevailing Time) on April 19, 2024 (the "**Claims Bar Date**"); or
 - (ii) in the case of a Restructuring Period Claim, the later of: (a) the Claims Bar Date; and (b) 5:00 p.m. (Eastern Prevailing Time) on the date that is ten (10) Business Days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim (the "**Restructuring Period Claims Bar Date**").
- 5.5 Any Listed Claimant who wished to dispute its Listed Claim was similarly required to deliver a Notice of Dispute of Claim Statement to the Monitor no later than the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable.
- 5.6 Both the Claims Bar Date and the Restructuring Period Claims Bar Date have elapsed. Pursuant to the Claims Procedure Order, the Monitor reviewed all Proofs of Claim received on or before the Claims Bar Date and the Restructuring Period Claims Bar Date, and as applicable, either accepted, revised or disallowed the classification, nature, and/or amount of each Claim.
- 5.7 Any Claimant whose Claim was revised or disallowed was provided with a Notice of Revision or Disallowance (each, a "**NORD**" and collectively, "**NORDs**"), together with the reasons for such revision or disallowance. Any Claimant that wished to dispute a

NORD was required to send written notice to the Monitor by completing a Notice of Dispute of Revision or Disallowance by no later than 5:00 p.m. (Eastern Prevailing Time) on the date that was fourteen (14) Calendar Days after the date the Monitor sent the NORD to the applicable Claimant. Any Claimant that failed to submit a Notice of Dispute of Revision or Disallowance within such period was deemed to have accepted the classification, amount and nature of the Claim as set out in the NORD for voting and distribution purposes and is now barred from asserting or pursuing the Claim in an amount that exceeds the amount set out in the NORD.

5.8 Pursuant to the Claims Procedure Order and subject to its terms, any person that did not deliver a Proof of Claim to the Monitor:

- (i) is not entitled to receive any distribution in respect of such Claim;
- (ii) is not entitled to any further notice in the CCAA Proceedings (unless it is otherwise on the Service List); and
- (iii) is barred from making or enforcing such Claim, which Claim is extinguished.

Summary of Known Claimants

5.9 The Monitor distributed Claims Packages to 293 Known Claimants, totalling approximately \$30.5 million. No Director/Officer Claims were distributed by the Monitor as the Monitor was not aware of any Claimant with a Director/Officer Claim. A summary of the known Claims in respect of which Claims Packages were delivered is provided in the table below.

Summary of Known Claims		
<i>CAD \$000's</i>		
Claim Type	#	Amount¹
Prefiling Claims	261	\$26,325
Restructuring Period Claims	32	4,139
Director/Officer Claims	-	-
Total	293	\$30,465

Status of Review and Assessment of Claims

5.10 The following is a summary of the Claims as at the date of this Fifth Report:

- (i) 300 Claims, totalling approximately \$32.2 million, were finally determined and accepted by the Monitor as against Old MM LP in accordance with the Claims Procedure on an unsecured and non-priority basis (collectively, the “**Proven Claims**” and each, a “**Proven Claim**”);²
- (ii) 234 of the Proven Claims, totalling approximately \$13.7 million, were accepted by the Monitor without revision;
- (iii) 66 of the Proven Claims, totalling approximately \$18.5 million, were accepted by the Monitor with Claim amounts different from those set out in the Claim Packages initially sent or Proofs of Claim received (collectively, the “**Revised Claims**”). 7 of the 66 Revised Claims were from creditors who were unaccounted for in the

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

² In certain limited instances, Claimants asserted a Claim against the Applicant notwithstanding that the Claim was, in the Monitor’s view, a Claim against Old MM LP. Following its review of the Debtor Companies’ books and records and recognizing that Old MM LP was the sole operating company among the Debtor Companies, it appears to the Monitor that all such Claims were inadvertently asserted against the Applicant. To avoid additional costs, the Monitor has accepted such Claims as against Old MM LP without issuing NORDs in these limited circumstances. As the Excess Proceeds are the property of Old MM LP, the acceptance of such Claims is to the benefit of the applicable Claimants.

Debtor Companies' books and records (collectively, the “**New Claimants**”). The New Claimants' Claims amount to approximately \$940,000; and

- (iv) 15 Claims were subject to a NORD. The NORDs represent approximately \$10.1 million of the Revised Claims as well as \$1.4 million in disallowed Claims. In addition to revising Claim amounts, certain NORDs also revised the type of Claims that were submitted by Claimants as contemplated under the Claims Procedure Order.

Status of Claim Review CAD \$000's								
Claim Type	Known Claims		Unrevised Claims		Revised Claims		Proven Claims	
	#	Amount	#	Amount	#	Amount	#	Amount
Prefiling Claims	261	\$ 26,325	213	\$ 12,033	55	\$ 15,616	268	\$ 27,649
Restructuring Period Claims	32	4,139	21	1,624	11	2,927	32	4,551
Director / Officer Claims	-	-	-	-	-	-	-	-
Total Claims	293	\$ 30,465	234	\$ 13,657	66	\$ 18,543	300	\$ 32,200

Illustrative Estimated Creditor Recoveries

- 5.11 The Monitor has prepared the following illustrative recovery based on information available as at the date of this Fifth Report (the “**Illustrative Recovery Analysis**”):

Illustrative Recovery Analysis CAD \$000's	
Excess Proceeds (as at August 12, 2024)	\$ 2,003
Less: Administrative Reserve	125
Cash Pool	\$ 1,878
Total Proven Claims	\$ 32,200
Illustrative Recovery	5.8%

- 5.12 As per the Illustrative Recovery Analysis above, the Monitor continues to hold the balance of the Excess Proceeds, which will be reduced by an estimated \$125,000 (the

“Administrative Reserve”). The Administrative Reserve is intended to account for the following, in each case, to the extent not previously paid:

- (i) the professional fees and disbursements of the Monitor, the Monitor’s counsel, and the Debtor Companies’ counsel incurred or to be incurred in connection with the CCAA Proceedings, including any outstanding claim secured by the Administration Charge (as defined in the ARIO) and the Fee Estimate;
- (ii) any outstanding claim secured by the D&O Charge (as defined in the ARIO);
- (iii) any expenses incurred or to be incurred by the Debtor Companies (or either of them) that relates to the period after the Filing Date;
- (iv) the fees and disbursements of the Trustee and the Trustee’s counsel to be incurred in connection with the intended assignments of the Debtor Companies into bankruptcy pursuant to the BIA; and
- (v) any other contingent amounts the Monitor deems appropriate in the circumstances to ensure the availability of sufficient funding to undertake and complete the orderly wind-down of the Debtor Companies and all ancillary activities in connection therewith.

5.13 Based on the Illustrative Recovery Analysis, the Monitor estimates that after accounting for the Administrative Reserve, the Cash Pool will be approximately \$1.88 million, and that each Claimant with a Proven Claim will receive a recovery of approximately 5.8% of such Proven Claim. The Monitor cautions that the estimated illustrative recovery may change.

6.0 PROPOSED TERMINATION AND DISTRIBUTION ORDER

- 6.1 The principal purposes of the CCAA Proceedings, including the consummation of the Transaction and the completion of the Liquidation Sale for the benefit of the Debtor Companies and their creditors have been realized. As a result, the Monitor now seeks the proposed Termination and Distribution Order to facilitate the termination of the CCAA Proceedings, the orderly wind-up of the Debtor Companies and the distribution of the Cash Pool to the unsecured creditors of Old MM LP entitled to such funds.
- 6.2 Pursuant to the proposed Termination and Distribution Order, the CCAA Proceedings and the Stay Period will be terminated upon service of the Termination Certificate certifying that the Distributions have been made and all matters to be attended to in connection with the CCAA Proceedings have been completed to the satisfaction of the Monitor. At such time, A&M will be released and discharged as Monitor and the Administration Charge and D&O Charge (together, the “**Charges**”) will be terminated, released and discharged.
- 6.3 As at the CCAA Termination Time, among other things:
- (i) all matters to be attended to in connection with the CCAA Proceedings, including the establishment of the Administrative Reserve, the payment of the Priority Payables and the making of the Distributions, will have been completed;
 - (ii) all of the amounts secured by the Administration Charge and necessary to complete the wind-down of the CCAA Proceedings and administer the Bankruptcy Proceedings will have been funded;

- (iii) all of the Monitor's obligations under the WEPP Act will have been complied with;
and
- (iv) any claims secured by the D&O Charge will have been satisfied, barred and/or released.

6.4 Certain of the salient features of the proposed Termination and Distribution Order intended to effect the termination of the CCAA Proceedings, the orderly wind-up of the Debtor Companies and the distribution of the Cash Pool are discussed below.

Distribution Methodology and Distributions

6.5 Having completed the Liquidation Sale, closed the Transaction, satisfied all obligations to CIBC and under the KERP, and implemented the Claims Procedure, all of the Debtor Companies' assets have been monetized and all of the Claims against the Debtor Companies and their present and former directors and officers have been quantified, resolved or barred. Accordingly, the Monitor now seeks approval of the Distribution Methodology and the Distributions contemplated thereby.

6.6 The proposed Termination and Distribution Order, among other things, authorizes, directs and empowers the Monitor, for and on behalf of the Debtor Companies, to make one or more Distributions in accordance with the following methodology (the "**Distribution Methodology**"):

- (i) the Distributions shall be made on the basis that each Proven Claim that has been finally determined in accordance with the Claims Procedure Order is an unsecured,

non-priority Claim against Old MM LP, ranking *pari passu* with all of the other Proven Claims;

- (ii) each Claimant holding a Proven Claim that has been finally determined in accordance with the Claims Procedure Order shall be entitled to receive a Distribution from the Monitor, for and on behalf of Old MM LP, equal to such Claimant's *pro rata* amount of the Cash Pool, which *pro rata* amount is estimated to provide a recovery of approximately 5.8% of such Proven Claim;
- (iii) the Cash Pool shall be in the aggregate amount of approximately \$1.88 million and, for certainty, shall not include the Administration Reserve in the estimated amount of \$125,000;
- (iv) in accordance with the Claims Procedure Order, the Monitor may, for and on behalf of the Debtor Companies (or either of them), set-off (whether by way of legal, equitable or contractual set-off) against Distributions to be made to any Claimant, any claims of any nature whatsoever that such Debtor Company may have against such Claimant; and
- (v) notwithstanding (ii) above, the Monitor shall be entitled to comply with any obligations it may have under the WEPP Act in respect of any Employee's Proven Claim.

6.7 Pursuant to the proposed Termination and Distribution Order:

- (i) all Distributions will be made in Canadian dollars, regardless of the currency indicated in any Proof of Claim, calculated by the Monitor in accordance with paragraph 8 of the Claims Procedure Order;
- (ii) all Distributions will be made free and clear of any encumbrances by way of: (a) cheque sent by prepaid ordinary mail to the address set forth on each applicable Claimant's Proof of Claim or, in the discretion of the Monitor, the last known address of each applicable Claimant; (b) electronic funds transfer (including through the Debtor Companies' internal vendor systems); (c) direct deposit; or (d) wire transfer;
- (iii) the Monitor, the Debtor Companies and any other person facilitating the Distributions shall be entitled to deduct and withhold from any such Distribution to any Claimant such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law; and
- (iv) any claims for an Undeliverable Distribution in respect of a Proven Claim not made before November 29, 2024, will be discharged and barred, and the cash amount held by the Monitor, for and on behalf of the Debtor Companies, in relation to such Proven Claim shall be added to the Bankruptcy Reserve.

6.8 The Monitor is of the view that the proposed Distribution Methodology and Distributions are appropriate in the circumstances, are consistent with prior orders granted by this Court, reflect the entitlement of the Debtor Companies' creditors to the Cash Pool, as determined

in accordance with the Claims Procedure Order, and will enable the efficient distribution of such funds and the termination of the CCAA Proceedings.

The Bankruptcy Proceedings

- 6.9 To facilitate the orderly and efficient wind-up of their estates, the proposed Termination and Distribution Order authorizes each of the Debtor Companies to make an assignment in bankruptcy pursuant to the BIA prior to the CCAA Termination Time, naming A&M as the Trustee. Additionally, the proposed Termination and Distribution Order authorizes the Trustee to administer the bankruptcy estates as if such estates were in respect of a single bankrupt for the purposes of carrying out its duties and responsibilities as trustee under the BIA.
- 6.10 The procedural consolidation of the Debtor Companies' bankruptcy estates contemplated under the proposed Termination and Distribution Order will reduce the costs of administering the Bankruptcy Proceedings. Administering the Bankruptcy Proceedings on a procedurally consolidated basis is therefore, in the Monitor's view, in the best interests of, and is not expected to prejudice, the Debtor Companies' creditors.

The Releases

- 6.11 The proposed Termination and Distribution Order releases: (i) the current and former directors, officers, employees, partners, managers, agents and advisors of the Debtor Companies; and (ii) the Monitor, the Monitor's counsel, the Debtor Companies' counsel and each of their respective present and former affiliates, officers, directors, partners,

employees, legal counsel, agents and advisors (collectively, the “**Released Parties**”, and each a “**Released Party**”), from the Released Claims.³

6.12 The Releases provided under the proposed Termination and Distribution Order do not waive, discharge, release, cancel or bar any claim that is not permitted to be released pursuant to subsection 5.1(2) of the CCAA or with respect to any act or omission determined by a court of competent jurisdiction to have constituted actual fraud, wilful misconduct or gross negligence.

6.13 In the Monitor’s view, the Releases proposed under the Termination and Distribution Order in favour of the Released Parties are appropriate in the circumstances given that, among other things:

- (i) each of the Released Parties was essential to, and has made significant contributions in, the CCAA Proceedings, including the successful implementation of the Transaction and the Liquidation Sale;
- (ii) the proposed Releases will limit any indemnification claims the Released Parties may have against the Debtor Companies, facilitate the release of the Charges (the

³ The “Released Claims” include any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of actions, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries and obligations of any nature or kind whatsoever that any person may have or be entitled to assert against the Released Parties (whether direct or indirect, known or unknown, absolute or contingent, accrued or unassured, liquidated or unliquidated, matured or unmatured, due or not yet due, foreseen or unforeseen, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the CCAA Termination Time or undertaken or completed in connection with or in respect of, relating to, or arising out of (x) the Debtor Companies, the business, operations, assets, property and affairs of the Debtor Companies, wherever or however conducted or governed, the administration and/or management of the Debtor Companies, the CCAA Proceedings or their respective conduct in the CCAA Proceedings or (y) the APA and/or any document, instrument, matter or transaction involving the Debtor Companies arising in connection with or pursuant to any of the foregoing.

Claims secured by which are Excluded Claims under the Claims Procedure Order) and recognize the significant time and effort expended by the Released Parties;

- (iii) the proposed Releases are not, in the Monitor's view, overly broad, are consistent with prior orders granted by this Court, and do not release any claims arising out of the fraud, gross negligence or wilful misconduct on the part of the applicable Released Party or that are not permitted to be released pursuant to subsection 5.1(2) of the CCAA;
- (iv) pursuant to the Claims Procedure Order, all Claims not filed in the Claims Procedure, including any such Director/Officer Claims, have already been barred and extinguished;
- (v) the proposed Releases will only be granted upon the CCAA Termination Time, at which point, all of the Distributions to the Debtor Companies' creditors entitled to their *pro rata* amount of the Cash Pool will have been made;
- (vi) the Monitor is not aware of any party that would be materially prejudiced by or that is opposed to the proposed Releases;
- (vii) notice of the Monitor's motion for the proposed Termination and Distribution Order will have been provided to the Service List; and
- (viii) the granting of the proposed Releases pursuant to the Termination and Distribution Order will avoid further attendances in the CCAA Proceedings and thereby reduce the amount required to establish the Administrative Reserve.

Remaining Activities to Complete

6.14 The Debtor Companies' and the Monitor's remaining activities to be completed prior to the CCAA Termination Time are expected to include the following:

- (i) establishing the Administrative Reserve;
- (ii) filing remaining tax returns and collecting any outstanding input tax credits;
- (iii) making the Distributions in accordance with the Distribution Methodology and the Termination and Distribution Order;
- (iv) filing tax claims in respect of the Distributions made and collecting any tax refunds related thereto;
- (v) administering the release/return of cash deposits and/or cash collateral and the direction of same to the Purchaser;
- (vi) making the Debtor Companies' assignments in bankruptcy pursuant to the BIA;
- (vii) completing certain statutory and administrative duties and filings; and
- (viii) filing the Termination Certificate.

7.0 APPROVAL OF THE MONITOR'S ACTIVITIES AND THE FEES AND DISBURSEMENTS OF THE MONITOR AND ITS COUNSEL

Approval of Activities

7.1 The proposed Termination and Distribution Order approves this Fifth Report, the Prior Reports and the activities of the Monitor set out herein and therein. Pursuant to the

proposed Termination and Distribution Order, only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

- 7.2 The Monitor respectfully submits that the activities set out in this Fifth Report and the Prior Reports have been diligently carried out in good faith and in accordance with the provisions of the CCAA and the Orders issued in the CCAA Proceedings and should therefore be approved.

Approval of Fees and Disbursements Incurred to Date

- 7.3 Pursuant to paragraphs 33 and 34 of the ARIQ: (i) the Monitor and its counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the date of the Initial Order; and (ii) the Monitor and its counsel shall pass their accounts from time to time before the Court. To date, approval of the fees and disbursements of the Monitor and its counsel has not been sought in the CCAA Proceedings.
- 7.4 Attached hereto as **Appendix “H”** is the Affidavit of Josh Nevsky sworn August 12, 2024 (the “**Nevsky Affidavit**”), attesting to the fees and disbursements of the Monitor for the period November 19, 2023 to August 3, 2024 in the aggregate amount of \$775,696.76, comprised of fees of \$660,439.50, disbursements (primarily for publication of notices of the proceedings in *The Globe and Mail* (National Edition)) of \$26,052.90 and HST of \$89,204.36.

- 7.5 Attached hereto as **Appendix “I”** is the Affidavit of Sean Zweig of Bennett Jones, sworn August 12, 2024 (the “**Zweig Affidavit**”), attesting to the fees and disbursements of Bennett Jones, for the period November 20, 2023 to July 31, 2024 in the aggregate amount of \$498,827.84, comprised of fees of \$420,375.00, disbursements of \$21,104.54, and HST of \$57,348.30. The fees and disbursements set out in Bennett Jones’ invoices relate to advice sought by the Monitor and assistance provided in respect of the CCAA Proceedings. In the Monitor’s view, Bennett Jones’ fees and disbursements are properly chargeable, reasonable and appropriate.
- 7.6 In the Monitor’s view, the fees and disbursements of the Monitor and its legal counsel, as described in the Nevsky Affidavit and the Zweig Affidavit (together, the “**Fee Affidavits**”), respectively, as well as the Fee Estimate, are reasonable and appropriate in the circumstances having regard to the activities undertaken and to be undertaken by the Monitor in the CCAA Proceedings.

Approval of the Fee Estimate

- 7.7 Assuming there are no unforeseen developments, the Monitor estimates that it and its counsel will incur fees and disbursements in connection with the remaining activities described above of no more than \$70,000 (the “**Fee Estimate**”), excluding applicable taxes, for services that have been or will be provided by the Monitor and its counsel until the CCAA Termination Time. The Fee Estimate takes into consideration, among other things, the reasonable fees and disbursements required to prepare this Fifth Report, prepare for and attend the Monitor’s motion for the proposed Termination and Distribution Order and administer the Distributions.

8.0 ACTIVITIES OF THE MONITOR SINCE THE FOURTH REPORT

8.1 Since the date of the Fourth Report, the primary activities of the Monitor have included the following:

- (i) administering the Claims Procedure, including resolving Claims and responding to questions from vendors and other third parties regarding the Claims Procedure;
- (ii) making required payments on behalf of the Debtor Companies from the Excess Proceeds and Priority Payables Buyer Contribution;
- (iii) assisting the former management of the Debtor Companies with the preparation of materials requested by the CRA to complete its limited scope HST audit;
- (iv) engaging in discussions with former employees, Service Canada and the Monitor's counsel, Bennett Jones, on WEPP Act matters and the administration of same;
- (v) responding to inquiries from stakeholders, including addressing questions of parties who contacted the Monitor on the hotline number or email account established by the Monitor for the CCAA Proceedings;
- (vi) posting non-confidential materials filed with the Court to the Case Website; and
- (vii) with the assistance of Bennett Jones, preparing the proposed Termination and Distribution Order and this Fifth Report.

9.0 CONCLUSIONS AND RECOMMENDATIONS

9.1 For the reasons set out in this Fifth Report, the Monitor respectfully recommends that the Court grant the proposed Termination and Distribution Order.

All of which is respectfully submitted to the Court this 13th day of August, 2024.

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

Per:  _____
Josh Nevsky
Senior Vice-President

APPENDIX A
PRE-FILING REPORT OF THE MONITOR (WITHOUT APPENDICES)

See attached.

Court File No.: _____

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

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

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

**PRE-FILING REPORT OF THE PROPOSED MONITOR
ALVAREZ & MARSAL CANADA INC.**

NOVEMBER 22, 2023

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
2.0	PURPOSE OF THIS REPORT	4
3.0	TERMS OF REFERENCE AND DISCLAIMER	5
4.0	A&M’S QUALIFICATIONS TO ACT AS MONITOR	6
5.0	BACKGROUND INFORMATION	7
6.0	SECURED CREDITORS.....	12
7.0	CASH FLOW FORECAST	15
8.0	CASH MANAGEMENT SYSTEM.....	18
9.0	CRITICAL SUPPLIERS	19
10.0	STAY OF PROCEEDINGS.....	19
11.0	COURT-ORDERED CHARGES SOUGHT IN THE INITIAL ORDER.....	20
12.0	INTENDED NEXT STEPS IN THE CCAA PROCEEDINGS	23
13.0	CONCLUSIONS AND RECOMMENDATIONS.....	24

APPENDICES

Appendix A – Cash Flow Forecast for the 10-Week Period Ending January 28, 2024

Appendix B – Management’s Representation Letter Regarding the Cash Flow Forecast

1.0 INTRODUCTION

- 1.1 Alvarez & Marsal Canada Inc. (“**A&M**” or the “**Proposed Monitor**”) understands that Mastermind GP Inc. (“**Mastermind GP**” or the “**Applicant**”) intends to make an application to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order (the “**Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), among other things, declaring that Mastermind GP is a debtor company to which the CCAA applies, extending the protections, authorizations, restrictions and benefits of the Initial Order and the CCAA to Mastermind LP (together with Mastermind GP, the “**Mastermind Entities**”), granting a stay of proceedings in favour of the Mastermind Entities and appointing A&M as monitor of the Mastermind Entities (in such capacity, the “**Monitor**”). The proceedings to be commenced by the Applicant under the CCAA are referred to herein as the “**CCAA Proceedings**”.
- 1.2 Mastermind LP is a Canadian toy retailer, with 66 stores and approximately 800 employees across the country. Mastermind LP’s stores operate in Ontario, Alberta, British Columbia, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, and Newfoundland and Labrador. Mastermind LP also operates an e-commerce platform that accounts for approximately 10% of its chain-wide sales.
- 1.3 Mastermind GP and Mastermind LP are incorporated and established, respectively, under the laws of Ontario, each with its registered head office in Toronto, Ontario. Mastermind GP is Mastermind LP’s general partner and holds all of the Class B limited partnership units in Mastermind LP. Mastermind GP does not have any operations and exists solely for

the purpose of serving as Mastermind LP's general partner. The ultimate parent company of Mastermind GP is Birch Hill Equity Partners Management Inc. ("**BHEPMI**"), which is not an Applicant in the CCAA Proceedings.

- 1.4 Over the past several years, Mastermind LP has experienced material net losses and financial strain, primarily resulting from an increasingly competitive toy retail industry, declining sales and margins, and a highly levered balance sheet resulting from incremental debt that was used to fund losses incurred due to the COVID-19 pandemic.
- 1.5 In April 2023, Mastermind LP, together with Alvarez & Marsal Canada Securities Inc. ("**A&M Corporate Finance**") acting as financial advisor, commenced an out-of-Court sale process that ultimately resulted in a proposed transaction pursuant to which a strategic bidder would acquire Mastermind LP on a going concern basis. However, as described in further detail in the First Milanovich Affidavit (as defined below), the proposed transaction was subject to mandatory pre-merger notification under the *Competition Act*, R.S.C. 1985, c. C-34. After a lengthy review process with the Competition Bureau, which involved both Mastermind LP and the proposed purchaser responding to extensive information requests and making numerous submissions (including a submission in support of Mastermind LP's "failing firm" status), the Competition Bureau issued a Supplementary Information Request ("**SIR**") necessitating a further and lengthy diligence process to advance the proposed transaction.
- 1.6 In light of the material cost and length of time that would have been required to respond to the SIR, and due to Mastermind LP's liquidity crisis, the uniquely challenging circumstances it faced, and the critically important upcoming holiday sales season, the

Mastermind Entities commenced these CCAA Proceedings. The principal purpose of the CCAA Proceedings is to provide a platform to allow the Mastermind Entities to pursue an expedient restructuring, with the intention of maximizing realizations for the benefit of all the Mastermind Entities' creditors.

- 1.7 The Mastermind Entities' restructuring plan entails commencing an immediate liquidation and store closure process for a sub-set of underperforming store locations while simultaneously exploring whether an alternative going-concern transaction for the remaining stores can be implemented with a new potential purchaser who has been in accelerated negotiations with the Mastermind Entities and A&M Corporate Finance in recent weeks.
- 1.8 If a transaction with such purchaser materializes, it is the Mastermind Entities' intention to conduct a holiday sale for continuing stores in the normal course. If the proposed transaction is not finalized imminently, the Mastermind Entities will have no choice but to commence a full liquidation of all 66 of their retail locations.
- 1.9 No relief is being requested in the proposed Initial Order by the Mastermind Entities in respect of the above proposed inventory sale or transaction. Rather, the Mastermind Entities are seeking limited relief and a stay of proceedings to provide the breathing room and stability necessary to advance their potential restructuring initiatives in the coming days, including determining whether a going concern transaction can be completed.

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this pre-filing report (this “**Report**”) is to provide the Court with information, and where applicable, the Proposed Monitor’s views on:

- (i) A&M’s qualifications to act as Monitor (if appointed);
- (ii) the Mastermind Entities’ business and financial circumstances;
- (iii) the Mastermind Entities’ 10-week cash flow forecast;
- (iv) the Mastermind Entities’ proposed payments during the CCAA Proceedings;
- (v) the Mastermind Entities’ intended next steps in the CCAA Proceedings;
- (vi) the opinions of counsel to the Proposed Monitor, and its counsel’s local provincial agents, regarding the validity and enforceability of the security granted by the Mastermind Entities in favour of their senior secured lender, Canadian Imperial Bank of Commerce (“**CIBC**”);
- (vii) the Court-ordered Charges (as defined below) over the property and assets of the Mastermind Entities (collectively, the “**Property**”) sought in the proposed Initial Order; and
- (viii) the Proposed Monitor’s conclusions and recommendations in connection with the foregoing.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this Report, A&M, in its capacity as the Proposed Monitor, has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Mastermind Entities and has held discussions with management of the Mastermind Entities and their legal counsel, as well as certain individuals at BHEPMI (collectively, the “**Information**”). Except as otherwise described in this Report in respect of the Mastermind Entities’ cash flow forecast:

- (i) the Proposed Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposed Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CASs**”) pursuant to the *Chartered Professional Accountants Canada Handbook* (the “**CPA Handbook**”) and, accordingly, the Proposed Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
- (ii) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

3.2 Future oriented financial information referred to in this Report was prepared based on the Mastermind Entities’ estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not

ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

3.3 This Report should be read in conjunction with the Affidavit of Lucio Milanovich, the Interim Chief Financial Officer of Mastermind LP, sworn November 22, 2023 (the “**First Milanovich Affidavit**”), and filed in support of the Applicant’s application for relief under the CCAA. Capitalized terms used and not defined in this Report have the meanings given to them in the First Milanovich Affidavit.

3.4 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 A&M’S QUALIFICATIONS TO ACT AS MONITOR

4.1 Alvarez & Marsal Canada ULC and A&M Corporate Finance were originally engaged to act as a consultant to Mastermind LP on March 8, 2023, to assist the Mastermind Entities in assessing their financial performance and reviewing strategic alternatives, including the commencement of the sale process discussed above (and detailed in the First Milanovich Affidavit).¹ As such, the Proposed Monitor is familiar with the business and operations of the Mastermind Entities, their personnel and the key issues and stakeholders in these CCAA Proceedings.

4.2 A&M is related to Alvarez & Marsal Holdings LLC, which is an independent international professional services firm, providing, among other things, bankruptcy, insolvency and

¹ Under these engagements, Alvarez & Marsal Canada ULC and A&M Corporate Finance billed at their standard hourly rates, and not on a success fee or contingent basis.

restructuring services. The senior A&M professional personnel with carriage of this matter include experienced insolvency and restructuring practitioners who are Chartered Professional Accountants (Chartered Accountants), Chartered Insolvency and Restructuring Professionals, and Licensed Insolvency Trustees, and who have previously acted in CCAA matters of a similar nature and complexity in Canada.

4.3 A&M is a trustee within the meaning of subsection 2(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and is not subject to any of the restrictions on who may be appointed as monitor set out in subsection 11.7(2) of the CCAA.

4.4 The Proposed Monitor has retained Bennett Jones LLP to act as its independent legal counsel.

4.5 A&M has consented to act as Monitor of the Mastermind Entities should the Court grant the proposed Initial Order.

5.0 BACKGROUND INFORMATION

5.1 More extensive background information on the Mastermind Entities is set out in the First Milanovich Affidavit. Certain key points are summarized below.

5.2 Mastermind LP is the largest independent specialty toy and children's book retailer in Canada, operating 66 retail stores in power centres, plazas and malls across eight provinces. Since establishing its first stores in 1984, Mastermind LP has grown substantially, peaking at 69 store locations in 2019.

- 5.3 For the 12-month period ended October 31, 2023, Mastermind LP generated revenue of \$111.6 million and earnings before interest, taxes, depreciation, and amortization (“EBITDA”) of negative \$7.2 million. Over the course of 2023 to date, same stores sales have declined materially, trending approximately 22% below prior year results. Mastermind LP’s declining financial performance has resulted in a significant working capital deficit and liquidity crisis for the business.

Stores & Employees

- 5.4 Mastermind LP’s store locations by province, each of which are leased, can be summarized as follows:

Stores by Province	
Ontario	35
Alberta	13
British Columbia	6
Saskatchewan	3
New Brunswick	3
Nova Scotia	3
Manitoba	2
Newfoundland	1
TOTAL	66

- 5.5 For the most part, Mastermind LP’s stores are located in power centres and retail plazas, with only a small group of locations located in malls. On average, Mastermind LP’s stores are approximately 5,000 square feet.

5.6 Mastermind LP's current approximate employee count by province is as follows:

Employees by Province	
Ontario (store level)	385
Ontario (head office)	105
Alberta	138
British Columbia	50
Saskatchewan	34
New Brunswick	28
Nova Scotia	27
Manitoba	23
Newfoundland	10
TOTAL	800

5.7 Mastermind LP's employees are enrolled in a health benefits program providing medical, dental, life insurance and disability programs. None of Mastermind LP's employees are unionized and there are no registered pension plans or RRSPs.

Inventory

5.8 Mastermind LP sells a curated selection of toys, books and baby products with a focus on toys geared towards science, technology, robotics, education, arts and math. Mastermind also carries a private label brand with over 400 unique SKUs.

5.9 Merchandise is purchased from a variety of vendors across Canada, the U.S. and Asia. Key merchandise vendors include Lego, Mattel, Hasbro, Spin Master and Ravensburger.

5.10 Warehousing, distribution and e-commerce fulfillment services are all performed from Mastermind LP's leased head office and distribution centre in Scarborough. During the holiday season, Mastermind LP utilizes a third-party warehouse provider for a small amount of overflow inventory.

- 5.11 As at October 31, 2023, Mastermind LP had approximately \$35.0 million of inventory at cost across its store network, distribution centre and third-party warehouse provider.
- 5.12 As a result of its recent financial hardships and current liquidity position, and more recently following the termination of the prior going-concern transaction, Mastermind LP took necessary steps to reduce its purchasing, reduce costs and preserve liquidity.

Unsecured Creditor Profile

- 5.1 Based on the Mastermind Entities' books and records, as at October 31, 2023, amounts payable to unsecured trade creditors were approximately \$22.2 million, consisting of:
- (i) approximately \$19.6 million owing to merchandise vendors; and
 - (ii) approximately \$2.6 million owing to logistics and other vendors.
- 5.2 In addition to the accounts payable and accrued liabilities included above, the Mastermind Entities also have approximately \$5.6 million in outstanding gift card liabilities, net of a provision for estimated breakage.

Primary Causes of Financial Difficulty

- 5.3 The primary causes of the Mastermind Entities' financial difficulty include the following:
- (i) *Negative Sales Trend:* Over the course of the last 12 months, Mastermind LP has experienced a significant reduction in sales, trending approximately 22% below prior year, and 25% below 2021, which benefited from a robust period of sales following the mandated store closures during the COVID-19 pandemic;

- (ii) *Operating Losses:* Over the past three fiscal years, Mastermind LP has expended significant effort to reduce its cost structure and improve performance. Certain of these initiatives have included, capital investments to the in-store shopping experience, closure of unprofitable stores, employee rationalizations at both the store and head office levels, optimizations to freight and warehousing processes, and a significant investment in the Mastermind LP's e-commerce platform. However, these steps have not been sufficient to offset against the negative trends recently experienced in the retail industry and the highly competitive nature of the toy retail space. In fiscal 2022 and for the trailing twelve-month period ended October 31, 2023, Mastermind LP reported EBITDA of negative \$4.0 million and negative \$7.2 million, respectively, and a net loss in each of its past six fiscal years (with the exception of 2021); and
- (iii) *Highly Leveraged Balance Sheet:* Like many other retailers, Mastermind LP incurred significant losses from government mandated store closures during the COVID-19 pandemic and in the months thereafter. To fund these losses and provide incremental liquidity, Mastermind LP applied for and obtained a \$6.25 million term loan under the Business Credit Availability Program ("BCAP"). While this BCAP term loan provided much needed liquidity during 2021 and 2022, Mastermind LP has not generated sufficient cash flow to pay down the debt, saddling Mastermind LP with a highly leveraged balance sheet.

6.0 SECURED CREDITORS

CIBC

- 6.1 CIBC is the main operating and senior secured lender to the Mastermind Entities pursuant to a credit agreement dated October 24, 2014 (as amended, the “**CIBC Credit Agreement**”), among, Mastermind LP, as borrower, Mastermind GP, as guarantor, the lenders party thereto from time to time (collectively, the “**Lenders**”), and CIBC, as administrative agent to the Lenders. Pursuant to the CIBC Credit Agreement, CIBC and the Lenders committed a revolving loan facility in an amount of up to \$30 million (the “**CIBC Revolving Loan Facility**”) and a term loan facility in the principal amount of \$6.25 million (the “**BCAP Term Loan Facility**”).
- 6.2 As of October 31, 2023, Mastermind LP’s secured obligations owing to CIBC were approximately \$25.7 million, comprised of approximately \$19.5 million owing under the CIBC Revolving Loan Facility, and \$6.25 million owing under the BCAP Term Loan Facility.
- 6.3 The maximum amount available for borrowing under the CIBC Revolving Loan Facility is derived from a borrowing base formula based on Mastermind LP’s credit card receivables, inventory on hand and inventory in-transit (less certain priority payables such as wages, worker’s compensation and certain taxes). Mastermind LP has no letters of credit outstanding.
- 6.4 The obligations under the CIBC Credit Agreement are guaranteed by Mastermind GP pursuant to a guarantee dated October 24, 2014 made by Mastermind GP in favour of CIBC (the “**Guarantee**”). The obligations of Mastermind LP and Mastermind GP under the

CIBC Credit Agreement and the Guarantee, respectively, are secured by a general security between CIBC and Mastermind LP dated October 24, 2014, and a general security agreement between CIBC and Mastermind GP dated October 24, 2014 (together, the “**Security**”).

- 6.5 Since October 2022, Mastermind LP has been in default of the CIBC Credit Agreement as a result of its failure to maintain a specified fixed charge coverage ratio required thereunder. Since April 2023, Mastermind LP has also been in default of the CIBC Credit Agreement for failure to maintain the minimum EBITDA covenant required thereunder. On November 13, 2023, counsel for CIBC sent notice of such defaults to Mastermind LP and indicated that CIBC was reserving all of its rights with respect to such defaults.
- 6.6 In light of the existing events of default under the CIBC Credit Agreement and in anticipation of the commencement of the CCAA Proceedings, the Lenders, CIBC and the Mastermind Entities intend to enter into a forbearance agreement prior to the Comeback Hearing (the “**Forbearance Agreement**”). In the interim period and subject to the granting of the proposed Initial Order, the Mastermind Entities will continue to use the CIBC Revolving Loan Facility in the ordinary course.
- 6.7 If the proposed Initial Order is granted, the Mastermind Entities intend to seek approval of the Forbearance Agreement and the Lender’s Charge at the Comeback Hearing.

BHEPMI Facility

- 6.8 In addition to the Mastermind Entities’ obligations under the CIBC Credit Agreement, as at October 31, 2023, Mastermind LP is indebted to BHEPMI in the approximate amount

of \$1.7 million (inclusive of accrued interest) under a secured facility provided by BHEPMI pursuant to grid promissory notes (the “**BHEPMI Facility**”).

- 6.9 The BHEPMI Facility is interest bearing at a rate per annum equal to 10%. Interest on the BHEPMI Facility accrues daily and is payable in arrears on December 31 of each year. At each fiscal year end on December 31, the interest outstanding on the BHEPMI Facility is payable in kind by issuing a new non-interest bearing promissory note in the principal amount of the unpaid interest.
- 6.10 BHEPMI has subordinated and postponed its security interests granted by Mastermind LP in connection with the BHEPMI Facility in favour of CIBC pursuant to a subordination and postponement agreement dated as of June 11, 2020.

Security Review

- 6.11 The Proposed Monitor requested that its counsel, and its counsel’s local provincial agents, conduct a review of the security granted by the Mastermind Entities in favour of CIBC in respect of the CIBC Credit Agreement. Subject to the customary qualifications and assumptions set out therein, the Proposed Monitor’s counsel, and its counsel’s local provincial agents, have provided written opinions to the Proposed Monitor (collectively, the “**Opinions**”), that the security granted by the Mastermind Entities in respect of the CIBC Credit Agreement constitutes valid security, enforceable in accordance with its terms, and perfected by registration in the provinces of Ontario, Alberta, British Columbia, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, and Newfoundland and Labrador to the extent capable under applicable law. The Opinions will be made available to the Court upon request.

7.0 CASH FLOW FORECAST

7.1 Mastermind LP has prepared a weekly cash flow forecast (the “**Cash Flow Forecast**”) for the 10-week period from November 23, 2023 to January 28, 2024 (the “**Cash Flow Period**”). A copy of the Cash Flow Forecast, together with a summary of assumptions (the “**Cash Flow Assumptions**”) and Management’s report on the cash-flow statement required by subsection 10(2)(b) of the CCAA are attached hereto as **Appendices “A” and “B”**, respectively.

7.2 The following table provides a summary of the Cash Flow Forecast, including the “Initial Period” prior to the Comeback Hearing:

Cash Flow Forecast		\$000's
	<u>Initial Period</u>	<u>10-Wk Period²</u>
Receipts		
Sales	5,842	41,824
Sales tax collections	757	4,463
Total Receipts	6,599	46,287
Disbursements		
Merchandise vendors	--	--
Non-merchandise vendors	(1,913)	(4,622)
Rent	(683)	(2,607)
Payroll & benefits	(996)	(5,066)
Proposed KERP	--	(485)
Restructuring professional fees	--	(2,462)
Consultant fees	(700)	(2,519)
Sales tax remittances	(1,119)	(5,211)
Other expenditures	(286)	(1,133)
Total Disbursements	(5,696)	(24,105)
Net cash flow	903	22,182

² Balances included in the 10-Week Period are inclusive of those included in the Initial Period.

- 7.3 During the Initial Period, total disbursements of approximately \$5.7 million are projected to be sufficiently funded by Mastermind LP's sales and collections of accounts receivable (credit card balances in transit), and accordingly, the Mastermind Entities are projected to reduce their exposure under the CIBC Revolving Loan Facility by approximately \$903,000.
- 7.4 During the entirety of the Cash Flow Period, due primarily to the anticipated liquidation of a sub-set of stores and the planned holiday sales across the Mastermind Entities' remaining locations, together with the fact that the Mastermind Entities are not purchasing additional inventory or planning to pay any pre-filing merchandise vendors, net cash flows are projected to be positive \$22.2 million. This positive cash flow is projected to fully satisfy the \$15.3 million of outstanding obligations owing under the CIBC Revolving Loan Facility at the commencement of the CCAA Proceedings, and result in a positive cash balance of approximately \$5.9 million as at January 28, 2024.
- 7.5 The Proposed Monitor also notes the following with respect to the Cash Flow Forecast:
- (i) receipts reflect forecasts of sales from both retail stores and e-commerce and are based on planned sales and anticipated mark-downs during the holiday shopping period;
 - (ii) the Mastermind Entities are not currently purchasing additional inventory and accordingly no merchandise payments have been included during the Forecast Period;

- (iii) non-merchandise vendors primarily include logistics, warehousing and transportation services, credit and debit card processing services, information technology services, and certain other store-level and corporate operating costs, all of which are forecast to be paid in the ordinary course; and
- (iv) the Consultant Fees include: (a) the Consultant's commission fee calculated at 2% of total sales at liquidating stores during the Forecast Period; and (b) a provision for costs related to marketing, signage, labour and other expenses the Consultant will incur in connection with the planned liquidation and holiday sales it will lead during the CCAA Proceedings.

7.6 Based on the Proposed Monitor's review,³ nothing has come to its attention that causes it to believe, in all material respects that: (i) the Cash Flow Assumptions are not consistent with the purpose of the Cash Flow Forecast; (ii) as at the date of this Report, the Cash Flow Assumptions are not suitably supported and consistent with the plans of the Mastermind Entities or do not provide a reasonable basis for the Cash Flow Forecast, given the Cash Flow Assumptions; or (iii) the Cash Flow Forecast does not reflect the Cash Flow Assumptions.

³ The Proposed Monitor has reviewed the Cash Flow Forecast to the standard required of a Court-appointed Monitor under subsection 23(1)(b) of the CCAA. Subsection 23(1)(b) of the CCAA requires a Monitor to review the debtor's cash flow statement as to its reasonableness and to file a report with the Court on the Monitor's findings. Pursuant to this standard, the Proposed Monitor's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussions related to information supplied to it by certain key members of management. The Proposed Monitor reviewed information provided by management for the Cash Flow Assumptions. Since the Cash Flow Assumptions need not be supported, the Proposed Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast.

- 7.7 The Cash Flow Forecast has been prepared solely for the purpose and subject to the assumptions described above, and readers are cautioned that it may not be appropriate for other purposes.

8.0 CASH MANAGEMENT SYSTEM

- 8.1 As described in the First Milanovic Affidavit, Mastermind LP's cash management system is operated through various accounts with CIBC (the "**Cash Management System**"). The Cash Management System is administered by the Mastermind Entities' finance department.
- 8.2 Mastermind LP utilizes four primary bank accounts, of which two are deposit accounts and two are disbursement accounts. These accounts are denominated in CAD and USD. In addition to these primary bank accounts, Mastermind LP also utilizes a number of store level bank accounts, which are swept to the primary CAD deposit account on a daily basis.
- 8.3 Pursuant to the proposed Initial Order, Mastermind LP seeks approval of its continued use of the Cash Management System in substantially the same manner as before the commencement of the CCAA Proceedings, including the daily sweeping of Mastermind LP's Canadian dollar deposit account in repayment of the CIBC Revolving Loan Facility. Given the Opinions, the scale and nature of the Mastermind Entities' operations and the volume of transactions that are processed daily within the Cash Management System, the Proposed Monitor is of the view that the continued use of the existing Cash Management System is required and appropriate during the CCAA Proceedings.

9.0 CRITICAL SUPPLIERS

- 9.1 The Mastermind Entities are requesting as part of the proposed Initial Order the authority (but not the requirement) to pay pre-filing amounts with the consent of the Proposed Monitor to certain suppliers, including: (i) providers of credit, debit and gift card processing related services; (ii) logistics, warehouse or supply chain providers, such as transportation providers, customs brokers and freight forwarders; (iii) providers of information, internet and other technology, including ecommerce providers and related services; and (iv) other suppliers or service providers if, in the opinion of the Mastermind Entities, following consultation with the Proposed Monitor, such payment is necessary to maintain the uninterrupted operations of the Mastermind Entities' business.
- 9.2 The Proposed Monitor is of the view that the above relief is reasonable and appropriate in the circumstances, taking into account the Mastermind Entities' goal of implementing a successful restructuring and maximizing value for their stakeholders.

10.0 STAY OF PROCEEDINGS

- 10.1 The proposed Initial Order contemplates the granting of an initial 8-day stay of proceedings in respect of the Applicant, its business and the Property. Further, the proposed Initial Order contemplates the extension of the stay of proceedings, together with the benefits, protections, authorizations and restrictions under the proposed Initial Order and the CCAA to Mastermind LP.

10.2 In the circumstances, the Proposed Monitor is of the view that the stay of proceedings, including its extension to Mastermind LP, is appropriate and is in the best interests of the Mastermind Entities and their stakeholders given that:

- (i) the proposed stay of proceedings will provide the breathing room required by the Mastermind Entities to stabilize their business and advance their restructuring initiatives;
- (ii) the commencement of enforcement steps against either the Applicant or Mastermind LP would be detrimental to the stability and success of the CCAA Proceedings;
- (iii) as the Mastermind Entities' principal operating company, the employer of their employees and the lessee of a substantial portion of their leased locations, Mastermind LP is integral to the Mastermind Entities' business; and
- (iv) the Mastermind Entities have acted, and continue to act, in good faith and with due diligence in commencing the CCAA Proceedings and seeking to preserve and maximize value for their stakeholders.

11.0 COURT-ORDERED CHARGES SOUGHT IN THE INITIAL ORDER

11.1 The Proposed Initial Order seeks the granting of the Administration Charge and the D&O Charge (collectively, the “**Charges**”) over the Property of the Mastermind Entities, as described below.

Administration Charge

- 11.2 The proposed Initial Order provides for an initial Administration Charge in an amount not to exceed \$750,000 in favour of the Monitor, counsel to the Monitor and counsel to the Mastermind Entities. The Proposed Monitor understands that the Mastermind Entities intend to seek an increase in the amount of the Administration Charge to \$1 million at the Comeback Hearing.
- 11.3 The Proposed Monitor assisted the Mastermind Entities with the calculation of the Administration Charge and is of the view that the amount of the charge for the initial 8-day stay period is reasonable and appropriate in the circumstances, having regard to the nature of the CCAA Proceedings, the anticipated professional costs to be incurred during the initial 8-day stay period, the size of charges approved in similar CCAA proceedings, and the fact that the proposed beneficiaries of the Administration Charge do not have retainers.

D&O Charge

- 11.4 The proposed Initial Order provides that the Mastermind Entities shall indemnify their directors and officers against obligations and liabilities that they may incur as directors and officers of the Mastermind Entities after the commencement of the CCAA Proceedings, except to the extent that any such obligation or liability arises as a result of an officer's or director's gross negligence or wilful misconduct. The proposed Initial Order grants a charge over the Mastermind Entities' Property in the amount of \$4.0 million in favour of the Mastermind Entities' directors and officers as security for any such obligations or liabilities arising after the commencement of the CCAA Proceedings. The Mastermind

Entities intend to seek an increase in the amount of the D&O Charge to \$7.25 million at the Comeback Hearing.

11.5 The Proposed Monitor understands that the Mastermind Entities and BHEPMI hold directors' and officers' insurance policies that provide coverage for certain director and officer obligations. However, these policies contain certain exceptions, exclusions and carve-outs, and as a result, the policies may not provide adequate coverage to the Mastermind Entities' directors and officers during the CCAA Proceedings. The Mastermind Entities' directors and officers will only be entitled to the benefit of the D&O Charge to the extent they do not have coverage under directors' and officers' insurance policies or to the extent such coverage is insufficient to pay an indemnified amount.

11.6 The Proposed Monitor assisted the Mastermind Entities in the calculation of the initial quantum of the D&O Charge, taking into consideration the amount of the Mastermind Entities' payroll, vacation pay and federal and provincial sales tax liabilities during the initial 10-day stay period. The components that comprise the proposed D&O Charge are as follows:

Proposed D&O Charge	\$000's
Provision for sales taxes (HST, GST, PST)	\$2,000
Provision for employee wages and source deductions	\$1,650
Provision for accrued vacation pay	\$120
Provision for employee benefits, EHT and other similar amounts	\$230
Total	\$4,000

11.7 The Proposed Monitor understands that the directors and officers of the Mastermind Entities have advised that they are not willing to continue in their current roles absent the

protection afforded to them under the D&O Charge. In the circumstances, the Proposed Monitor is of the view that the D&O Charge is required and reasonable.

Priority of Charges Created by the Proposed Initial Order

11.8 The priorities of the Charges are proposed to be as follows:

- (i) First – Administration Charge (to the maximum amount of \$750,000); and
- (ii) Second – D&O Charge (to the maximum amount of \$4.0 million).

11.9 As set out above, the Proposed Monitor believes that the Charges are reasonable in the circumstances.

12.0 INTENDED NEXT STEPS IN THE CCAA PROCEEDINGS

12.1 The Proposed Monitor understands that, subject to obtaining the proposed Initial Order, during the period prior to the Comeback Hearing, the Mastermind Entities' intend to: (i) commence certain planning activities, with the assistance of the Consultant, for the planned liquidation sales at the sub-set of underperforming stores; and (ii) continue to advance discussions with the potential acquirer of the Mastermind Entities' business on a going concern basis, including the remaining locations.

12.2 At the Comeback Hearing, the Monitor understands that the Mastermind Entities expect to seek Court approval of:

- (i) the (a) Forbearance Agreement with CIBC to amend the current CIBC Credit Agreement and to provide financing during the CCAA Proceedings, and (b) the Lender's Charge;

- (ii) a consulting agreement with a consultant (the “**Consultant**”) who will serve as the exclusive consultant to the Mastermind Entities for the purpose of conducting a sale of Mastermind LP’s merchandise and furniture, fixtures and equipment, including the contemplated store closure sales at certain locations and the holiday shopping sales at the remaining locations;
- (iii) sale guidelines with respect to the liquidation of inventory and furniture, fixtures and equipment at stores that will be closed by the Mastermind Entities during the CCAA Proceedings;
- (iv) a key employee retention plan and a Court-ordered charge to secure amounts that may become payable thereunder;
- (v) an increase to the quantum of the Charges; and
- (vi) an extension to the stay of proceedings to January 28, 2024.

12.3 In addition to the above, Mastermind LP will also provide an update on the status of its discussions in connection with a proposed sale transaction for certain of Mastermind LP’s store locations together with the business and assets of the Mastermind Entities.

13.0 CONCLUSIONS AND RECOMMENDATIONS

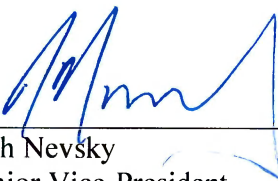
13.1 For the reasons set out in this Report, the Proposed Monitor is of the view that the relief requested by the Mastermind Entities in the proposed Initial Order is reasonable, appropriate and necessary having regard to the Mastermind Entities’ current circumstances. As such, the Proposed Monitor supports the Mastermind Entities’ application for CCAA

protection and respectfully recommends that the Court grant the Initial Order containing the relief requested by the Mastermind Entities.

All of which is respectfully submitted to the Court this 22nd day of November, 2023.

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

Per:



Josh Nevsky
Senior Vice-President

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

Court File No.: _____

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

**PRE-FILING REPORT OF THE
PROPOSED MONITOR**

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and not in its personal or corporate capacity.

APPENDIX B
FIRST REPORT OF THE MONITOR (WITHOUT APPENDICES)

See attached.

**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.**

**FIRST REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

NOVEMBER 29, 2023

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
2.0	PURPOSE OF THIS REPORT	3
3.0	TERMS OF REFERENCE AND DISCLAIMER	4
4.0	LIQUIDATION SALE APPROVAL ORDER.....	6
5.0	AMENDED AND RESTATED INITIAL ORDER	10
6.0	FORBEARANCE.....	17
7.0	ACTIVITIES OF THE MONITOR SINCE THE FILING DATE	22
8.0	CONCLUSIONS AND RECOMMENDATIONS.....	23

APPENDICES

Appendix A – Pre-Filing Report of the Proposed Monitor

1.0 INTRODUCTION

- 1.1 On November 23, 2023 (the “**Filing Date**”), Mastermind GP Inc. (“**Mastermind GP**” or the “**Applicant**”) was granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The proceedings commenced by the Applicant under the CCAA are referred to herein as the “**CCAA Proceedings**”.
- 1.2 The Stay (as defined below) and other protections and authorizations of the Initial Order were extended to Mastermind LP (together with Mastermind GP, the “**Mastermind Entities**”). Mastermind LP is a Canadian toy retailer, with 66 stores and approximately 800 employees across the country. Mastermind LP’s stores operate in Ontario, Alberta, British Columbia, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, and Newfoundland and Labrador. Mastermind LP also operates an e-commerce platform.
- 1.3 Mastermind GP is the general partner of Mastermind LP and holds all of the Class B limited partnership units in Mastermind LP. The ultimate parent company of Mastermind GP is Birch Hill Equity Partners Management Inc. (“**BHEPMI**”), which is not an Applicant in the CCAA Proceedings.
- 1.4 Facing several unique challenges, a liquidity crisis and the imminent holiday sales season, the Mastermind Entities commenced the CCAA Proceedings to provide the breathing room, stability and flexibility necessary to allow the Mastermind Entities to conduct an immediate liquidation and closure of a sub-set of their store locations while they actively pursued a going concern sale transaction. Since the commencement of the CCAA

Proceedings, the Mastermind Entities have advanced discussions with a potential arm's length purchaser (the "**Potential Purchaser**") interested in acquiring a majority of the Mastermind Entities' store locations and have taken steps to ensure that their partial liquidation and store closure process can, subject to the Court's approval, be initiated immediately. As of the date of this first report (the "**First Report**"), the Mastermind Entities remain in advanced negotiations with the Potential Purchaser.

1.5 Additional details regarding the Mastermind Entities as well as their business and financial circumstances are set out in the Pre-Filing Report of the Proposed Monitor dated November 22, 2023 (the "**Pre-Filing Report**") filed by Alvarez & Marsal Canada Inc. ("**A&M**") prior to the commencement of the CCAA Proceedings. The Pre-Filing Report and other Court-filed documents in the CCAA Proceedings are available on the Monitor's (as defined below) case website at: www.alvarezandmarsal.com/Mastermind (the "**Case Website**"). A copy of the Pre-Filing Report is attached hereto as **Appendix "A"**.

1.6 The Initial Order, among other things:

- (i) appointed A&M as monitor of the Mastermind Entities in the CCAA Proceedings (in such capacity, the "**Monitor**");
- (ii) granted a stay of proceedings (the "**Stay**") up to and including November 30, 2023, in favour of the Mastermind Entities;
- (iii) authorized the Mastermind Entities' continued use of the Cash Management System (as defined in the Initial Order), including the blocked account

arrangements (the “**Blocked Accounts Agreement**”) in accordance with the CIBC Credit Agreement; and

- (iv) granted the Administration Charge and the D&O Charge over the Property (each as defined below).

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this First Report is to provide the Court with information, and where applicable, the Monitor’s views on:

- (i) certain updates since the granting of the Initial Order, including regarding Mastermind LP’s ongoing efforts to pursue a potential going concern transaction for a large number of the Mastermind Entities’ store locations;
- (ii) the Applicant’s proposed sale approval order (the “**Liquidation Sale Approval Order**”), among other things, approving the Consulting Agreement and the Sale Guidelines (each as defined below), and authorizing Mastermind LP, with the assistance of the Consultant (as defined below), to conduct a sale (the “**Sale**”) of the merchandise (the “**Merchandise**”) and furniture, fixtures and equipment (“**FF&E**”) at a sub-set of the Mastermind Entities’ store locations, in accordance with the Liquidation Sale Approval Order;
- (iii) the Applicant’s proposed amended and restated Initial Order (the “**ARIO**”), which, among other things:
 - (a) extends the Stay to and including January 26, 2024;

- (b) increases the quantum of the Administration Charge to \$1 million, and the D&O Charge to \$5.0 million;
 - (c) approves the Forbearance Agreement (as defined below) and grants various related relief, including a super-priority charge over the Property as security for advances under the CIBC Credit Agreement from and after the granting of the ARIO (the “**DIP Charge**”);
 - (d) approves a key employee retention plan (the “**KERP**”) and grants a super-priority charge over the Property (the “**KERP Charge**”) as security for payments to be made in accordance with the KERP; and
 - (e) seals the KERP and related payment information subject to further order of the Court;
- (iv) the activities of the Monitor since its appointment; and
 - (v) the Monitor’s conclusions and recommendations in connection with the foregoing.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this First Report, A&M, in its capacity as Monitor, has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Mastermind Entities and has held discussions with management of the Mastermind Entities and their legal counsel, as well as certain individuals at BHEPMI (collectively, the “**Information**”). Except as otherwise described in this Report in respect of the Mastermind Entities’ cash flow forecast:

- (i) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CASs”) pursuant to the *Chartered Professional Accountants Canada Handbook* (the “**CPA Handbook**”) and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
 - (ii) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.
- 3.2 Future oriented financial information referred to in this Report was prepared based on the Mastermind Entities’ estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
- 3.3 This Report should be read in conjunction with the Pre-Filig Report and the Affidavit of Lucio Milanovich, the Interim Chief Financial Officer of Mastermind LP, sworn November 29, 2023 (the “**Second Milanovich Affidavit**”), and filed in support of the Applicant’s motion for the proposed ARIO and Liquidation Sale Approval Order. Capitalized terms used and not defined in this Report have the meanings given to them in the Pre-Filing Report or the Second Milanovich Affidavit, as applicable.

- 3.4 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 LIQUIDATION SALE APPROVAL ORDER

Liquidation Consultant Solicitation Process

- 4.1 As described in the Pre-Filing Report, Alvarez & Marsal Canada Securities Inc. (“**A&M Corporate Finance**”) was originally engaged to act as a financial advisor to the Mastermind Entities.
- 4.2 Prior to the Filing Date, the Mastermind Entities, with the assistance of A&M Corporate Finance, contacted five third party liquidators (collectively, the “**Potential Liquidators**”) identified as having the requisite expertise, qualifications and capability to implement a retail liquidation of all or a sub-set of the Mastermind Entities’ Merchandise and FF&E. The Potential Liquidators were requested to submit a consulting fee proposal and/or an equity proposal in respect of a potential liquidation contemplated as part of the CCAA Proceedings by November 15, 2023 (the “**Proposal Deadline**”).
- 4.3 In order to facilitate and assist the Potential Liquidators in conducting necessary due diligence in order to prepare and submit proposals: (i) A&M Corporate Finance and the Mastermind Entities established an electronic data room (the “**Data Room**”), which was populated with information relevant to the proposed liquidation, including detailed accounts of the Mastermind Entities’ inventory, operations and financial information; and (ii) each of the Potential Liquidators was given the opportunity to request further information and, if it so chose, conduct visits of the Mastermind Entities’ retail stores.

- 4.4 Following execution of a non-disclosure agreement: (i) the Potential Liquidators were granted access to the Data Room; (ii) additional information and clarification was provided to the Potential Liquidators upon request by the Mastermind Entities, with the assistance of A&M Corporate Finance; and (iii) certain of the Potential Liquidators had representatives attend store locations, to enable them to better understand the Merchandise, FF&E and general store operations. Ultimately, each of the Potential Liquidators submitted a consulting fee proposal before the Proposal Deadline.
- 4.5 After reviewing the Potential Liquidators' proposals, the Mastermind Entities, in consultation with its legal counsel, A&M Corporate Finance and CIBC, selected the proposal from Gordon Brothers Canada ULC (the "**Consultant**") as the most favourable proposal. The Monitor is supportive of the Consultant and is satisfied that: (i) the Consultant's services will assist the Mastermind Entities in conducting an efficient and value-maximizing Sale; and (ii) the Consultant is qualified, experienced and capable of performing its obligations under the Consulting Agreement in accordance with the Sale Guidelines.

Proposed Consulting Agreement and Sale Guidelines¹

- 4.6 A copy of the Consulting Agreement is attached as Exhibit "D" to the Second Milanovich Affidavit. The salient terms of the Consulting Agreement and the proposed sale guidelines for the Sale of the Mastermind Entities' Merchandise and FF&E (the "**Sale Guidelines**") are summarized in the following table:

¹ Capitalized terms used in this section of the First Report and not otherwise defined herein having the meaning ascribed to them in the Consulting Agreement or the Sale Guidelines, as applicable.

Summary of Terms of Consulting Agreement and Sale Guidelines	
Exclusive Consultant	<ul style="list-style-type: none">The Consultant will act as the exclusive consultant of Mastermind LP for the purpose of conducting the Sale.
Timing	<ul style="list-style-type: none">The Consulting Agreement will be deemed to be terminated in the event that Mastermind LP does not obtain the proposed Liquidation Sale Approval Order, approving the Consulting Agreement and the Sale.The Sale will commence on the first business day following the entry of the proposed Liquidation Sale Approval Order (the “Sale Commencement Date”).The Sale will end no later than January 31, 2024 (the “Sale Termination Date”), provided, however, that the Consultant and Mastermind LP may, in consultation with the Monitor, mutually agree to terminate the Sale at any store location prior to the Sale Termination Date.
Sales	<ul style="list-style-type: none">All sales will be “final” with no returns allowed.The Consulting Agreement provides the Consultant with the right to supplement the Merchandise in the retail stores with additional goods (the “Additional Consultant Goods”) procured by the Consultant that are of like kind and category, and no lesser quality to the Merchandise in the stores, provided, however, that such Additional Consultant Goods are subject to consent by Mastermind LP. The Consultant must pay Mastermind LP an amount equal to 5% of the gross proceeds (net only of sales taxes) from the sale of all Additional Consultant Goods.
Consultant Fees & Expenses	<ul style="list-style-type: none">On the sale of Merchandise, the Consultant will earn a fee equal to 2% of gross proceeds (the “Merchandise Fee”), net of applicable sales taxes.On the sale of FF&E, the Consultant will earn a commission of 15% of gross proceeds, net of applicable sales taxes.Mastermind LP will reimburse the Consultant for its fees and expenses, pursuant to an approved budget not to exceed \$1,775,000 (the “Expense Budget”), including supervision and related costs, and advertising costs. The Expense Budget is included as Exhibit “C” to the Consulting Agreement.The Consulting Agreement does not contemplate a “net-minimum guarantee” or other floor recovery for Mastermind LP.
Services Provided By Consultant	<ul style="list-style-type: none">The Consultant will provide qualified supervisors approved by Mastermind LP to oversee the management of the stores and the Sale.The Consultant will recommend appropriate advertising, discounts, and staffing levels, oversee display of Merchandise, and assist Mastermind LP in connection with managing and controlling loss prevention and employee relation matters.The Consultant will provide other related services deemed necessary or appropriate by Mastermind LP and the Consultant, in consultation with the Monitor.
Sale Guidelines	<ul style="list-style-type: none">The Consulting Agreement is also subject to the Sale Guidelines, which are attached as Exhibit “B” to the Consulting Agreement. The Sale Guidelines provide, among other things, that:<ul style="list-style-type: none">(a) except as otherwise set out in any Court Order, the Sale Guidelines or any subsequent written agreement between Mastermind LP and the applicable landlord(s), the Sale will be conducted in accordance with the terms of the applicable Leases;

Summary of Terms of Consulting Agreement and Sale Guidelines	
	<ul style="list-style-type: none">(b) the Sale will be conducted so that the locations remain open during the normal hours of operation provided for in the applicable Leases until the applicable premises Vacate Date, and in all cases no later than the Sale Termination Date;(c) all display and hanging signs used in connection with the Sale will be professionally produced and hung in a professional manner. No signs will advertise the Sale as a “Bankruptcy”, a “Liquidation” or a “Going Out of Business” sale unless otherwise agreed between the Consultant and the applicable landlord;(d) the purchasers of FF&E will only be permitted to remove FF&E through the back shipping areas designated by the Landlord or through other areas after regular store business hours or through the front door during regular store business hours if the FF&E can fit in a shopping bag, with the applicable Landlord’s supervision as required by the applicable Lease; and(e) at the conclusion of the Sale in each store, the Consultant will arrange that the premises are in “broom-swept” and clean condition, subject to the Consultant’s right to abandon in a neat and orderly manner all unsold FF&E.

4.7 The Consulting Agreement was negotiated among the Consultant, Mastermind LP and their respective legal counsel, in consultation with the Monitor and its legal counsel. In negotiating the terms of the Consulting Agreement, including the Sale Guidelines, Mastermind LP and the Monitor were cognizant of the interests of landlords commonly expressed in similar situations.

4.8 The Monitor recommends that the Court grant the proposed Liquidation Sale Approval Order, approving the Consulting Agreement and the Sale Guidelines, given that, among other things:

- (i) as described in the Second Milanovich Affidavit, the Consultant has extensive experience in conducting retail liquidations;
- (ii) the Consulting Agreement and the Sale Guidelines account for the interests of the Mastermind Entities’ landlords in a manner consistent with similar agreements previously approved by the Court in CCAA retail liquidations;

- (iii) the terms of the Consulting Agreement and the Sale Guidelines are consistent with industry standards under similar circumstances;
- (iv) the Consulting Agreement and the Sale Guidelines are anticipated to maximize net realizations during the CCAA Proceedings for the benefit of the Mastermind Entities' stakeholders, both by maximizing proceeds and minimizing costs, on a timely basis; and
- (v) the Consulting Agreement affords Mastermind LP the flexibility necessary to continue to pursue a going-concern transaction and, if necessary, increase the number of the Mastermind Entities' stores subject to the Sale at any time prior to the Sale Termination Date.

5.0 AMENDED AND RESTATED INITIAL ORDER

Key Employee Retention Plan

- 5.1 To facilitate and encourage the continued participation of a limited number of non-store employees during the CCAA Proceedings, the Applicant seeks approval of: (i) a KERP for six employees who are considered by the Mastermind Entities to be critical to the success of the CCAA Proceedings (collectively, the “**KERP Participants**”); and (ii) the granting of the KERP Charge to secure the payments expected to become due under the KERP.
- 5.2 Under the KERP, the KERP Participants are entitled to retention bonuses of a percentage of the KERP Participants' annual salary, totaling \$286,000 in the aggregate across the six KERP Participants. Such retention bonuses are payable on the date (the “**Target Date**”) that is the earliest of: (i) the implementation of a plan of compromise or arrangement in the

CCAA Proceedings; (ii) the completion of the liquidation or sale of all or substantially all of the assets of the Mastermind Entities or other restructuring transaction; (iii) the assignment of the Mastermind Entities into bankruptcy; (iv) the appointment of a receiver or receiver and manager over the Mastermind Entities; (v) the termination of the CCAA Proceedings; or (iv) the outside date, being January 26, 2024.

5.3 The foregoing entitlements under the KERP are conditional upon, among other things, the applicable KERP Participant continuing to provide services to the Mastermind Entities until the Target Date.

5.4 As part of its review and consideration of the KERP, the Monitor examined key employee retention plans that have recently been approved by the Court in similar proceedings.

5.5 The Monitor supports the approval of the proposed KERP as:

- (i) the KERP will provide stability to the business and facilitate the successful completion of the CCAA Proceedings and the Sale by encouraging the KERP Participants to remain with the Mastermind Entities;
- (ii) the KERP Participants are considered by the Mastermind Entities, exercising their business judgement, to be crucial to maximizing realizations in the CCAA Proceedings for the benefit of the Mastermind Entities' stakeholders;
- (iii) given the contemplated liquidation and potential going-concern transaction, the KERP Participants cannot be easily and expediently replaced;

- (iv) the Monitor understands that CIBC has consented to the proposed KERP and the KERP Charge; and
- (v) the terms of the KERP and the quantum of the payments expected to be made thereunder are reasonable both in the circumstances and when compared to other key employee retention and incentive plans previously approved by the Court.

5.6 Pursuant to the proposed ARIO, the Applicant is requesting that the KERP and related payment information be sealed, subject to further order of the Court. The proposed KERP contains private and commercially sensitive information regarding the identities and compensation of the KERP Participants. As a result and given that the aggregate maximum amount payable under the KERP has been disclosed, the Monitor recommends that the proposed KERP be sealed, subject to further order of this Court. In the circumstances, the sealing of the proposed KERP will protect the privacy interests of the KERP Participants and Mastermind LP's commercial interests in maintaining the confidentiality of their respective compensation.

5.7 In addition to the proposed KERP, the Mastermind Entities intend to establish an incentive pool in the amount of \$200,000 for the purposes making discretionary incentive payments to store-level employees. None of the KERP Participants are beneficiaries of the incentive pool.

KERP Charge

- 5.8 The proposed ARIO provides for a KERP Charge over the Property in an amount not to exceed \$286,000 in favour of the KERP Participants. The KERP Charge represents the maximum aggregate amount payable to the KERP Participants. As noted above, the Monitor understands that CIBC has consented to the granting of the KERP Charge.
- 5.9 The Monitor supports the granting of the KERP Charge in light of the certainty it provides to the KERP Participants.

Court-ordered Charges Sought in the ARIO

- 5.10 The ARIO seeks increases to the quantum of the Administration Charge and the D&O Charge (collectively with the DIP Charge and the KERP Charge, the “**Charges**”) over the Property, as described below.

Administration Charge

- 5.11 The Initial Order provides for a super-priority charge over the Property in an amount not to exceed \$750,000 in favour of the Monitor, counsel to the Monitor and counsel to the Mastermind Entities (the “**Administration Charge**”). For the purposes of the Initial Order, the Administration Charge was limited to the amount reasonably necessary during the initial 10-day Stay period. The Mastermind Entities are seeking an increase in the amount of the Administration Charge in the ARIO to \$1 million.
- 5.12 The Monitor assisted the Mastermind Entities in the calculation of the Administration Charge and is of the view that the amount of the charge is reasonable and appropriate in the circumstances, having regard to the nature of the proceedings, potential work involved at peak times, and the size of charges approved in similar CCAA proceedings.

D&O Charge

- 5.13 The Initial Order provides that the Mastermind Entities shall indemnify their respective directors and officers against obligations and liabilities that they may incur as directors and officers of the Mastermind Entities after the commencement of the CCAA Proceedings, except to the extent that the obligation or liability was incurred as a result of an officer's or director's gross negligence or wilful misconduct. The Initial Order provides for a super-priority charge over the Property in the amount of \$4.0 million in favour of the Mastermind Entities' directors and officers as security for such indemnity (the "**D&O Charge**"). For the purposes of the Initial Order, the D&O Charge was limited to the amount reasonably necessary during the initial 10-day Stay period. The Applicant is seeking an increase in the amount of the D&O Charge to \$5.0 million in the ARIO.
- 5.14 The Monitor understands that the Mastermind Entities and BHEPMI hold directors' and officers' insurance policies that provide coverage for certain director and officer obligations. However, these policies contain certain exceptions, exclusions and carve-outs, and as a result, the policies may not provide adequate coverage to the Mastermind Entities' directors and officers during the CCAA Proceedings. The Mastermind Entities' directors and officers will only be entitled to the benefit of the D&O Charge to the extent they do not have coverage under directors' and officers' insurance policies or to the extent such coverage is insufficient to pay an indemnified amount.
- 5.15 The Monitor assisted the Mastermind Entities in the calculation of the D&O Charge, taking into consideration the amount of the Mastermind Entities' payroll, vacation pay and federal and provincial sales tax liabilities. The components that comprise the D&O Charge are as follows:

Revised D&O Charge	\$000's
Provision for sales taxes (HST, GST, PST)	\$3,000
Provision for employee wages and source deductions	\$1,650
Provision for accrued vacation pay	\$120
Provision for employee benefits, EHT and other similar amounts	\$230
Total	\$5,000

5.16 The Monitor is of the view that the proposed increase to the D&O Charge is required and reasonable in the circumstances. The Monitor notes that, as a result of the proposed creation of the HST Account (as defined below) and the Mastermind Entities' collection and remittance commitments under the Forbearance Agreement related thereto, the quantum of the D&O Charge is approximately \$2.25 million *less than* what the Mastermind Entities had previously anticipated requiring.

Lender's Charge

5.17 As discussed below, it is a condition precedent to the effectiveness of the Forbearance Agreement that the Court issue the proposed ARIO, among other things, granting the DIP Charge up to the maximum amount of \$36.25 million (being the current total commitment under the CIBC Credit Agreement). The DIP Charge does not secure any of the Mastermind Entities' obligations under the CIBC Credit Agreement existing prior to the date of the proposed ARIO.

5.18 Notwithstanding the proposed maximum amount of the DIP Charge, the Mastermind Entities are not anticipated to, at any point within the Cash Flow Forecast from and after the granting of the ARIO, have more than approximately \$12 million of new advances

drawn under the Credit Facilities. For the reasons set out below, the Monitor is of the view that the DIP Charge is appropriate in the circumstances.

Priority of Charges in the ARIO

5.19 The priorities of the Charges under the ARIO are proposed to be as follows:

- (i) First – Administration Charge (to the maximum amount of \$1.0 million);
- (ii) Second – D&O Charge (to the maximum amount of \$5.0 million);
- (iii) Third – DIP Charge (to the maximum of \$36.25 million, plus interest, costs and expenses); and
- (iv) Fourth – KERP Charge (to the maximum amount of \$286,000).

5.20 As described above, the Monitor believes that the Charges are reasonable in the circumstances. If granted, the Charges under the ARIO will rank in priority to all other secured creditors.

Extension of the Stay Period

5.21 The Stay period under the Initial Order expires on November 30, 2023. Pursuant to the proposed ARIO, the Applicant is seeking an extension of the Stay period to and including January 26, 2024.

5.22 The Monitor supports the Mastermind Entities' request to extend the Stay for the following reasons:

- (i) the proposed Stay extension will permit the Mastermind Entities to conduct the Sale in accordance with the Sale Guidelines with a view to maximizing the value of the Mastermind Entities' Merchandise and FF&E in an orderly and efficient manner;
- (ii) the proposed Stay extension will provide the Mastermind Entities with the time and stability necessary to pursue a going concern sale transaction in earnest and, if successful in this regard, return to Court to seek approval of such transaction;
- (iii) the Mastermind Entities have acted, and continue to act in good faith and with due diligence to advance their restructuring efforts and the CCAA Proceedings;
- (iv) as reflected in the Mastermind Entities' 10-week Cash Flow Forecast attached to the Pre-Filing Report as Appendix "A", the Mastermind Entities are expected to have sufficient liquidity to fund their operations and the costs of the CCAA Proceedings during the extended Stay period, provided that the proposed ARIO is granted; and
- (v) the Monitor is not aware of any party that would be materially prejudiced by the proposed Stay extension.

6.0 FORBEARANCE

- 6.1 As described in the Pre-Filing Report, CIBC is the main operating and senior secured lender to the Mastermind Entities. Since October 2022, Mastermind LP has been in default of the CIBC Credit Agreement as a result of its failure to maintain a specified fixed charge coverage ratio required thereunder. Since April 2023, Mastermind LP has also been in default of the CIBC Credit Agreement for failure to maintain the minimum EBITDA

covenant required thereunder. On November 13, 2023, counsel for CIBC sent notice of such defaults to Mastermind LP and indicated that CIBC was reserving all of its rights with respect to such defaults.

6.2 In the days leading up to the commencement of the CCAA Proceedings, CIBC and the Mastermind Entities commenced discussions in connection with a forbearance agreement that would provide the Mastermind Entities with access to the CIBC Revolving Loan Facility (as described in the Pre-Filing Report) and CIBC's continued support during the CCAA Proceedings. These discussions culminated in CIBC's and the Mastermind Entities' decision to negotiate and enter into a forbearance agreement (the "**Forbearance Agreement**").

6.3 The Forbearance Agreement is expected to be executed on November 30, 2023, promptly following CIBC's receipt of credit approval. A copy of the Forbearance Agreement is attached as Exhibit "M" to the Second Milanovich Affidavit.

6.4 A summary of the key terms of the Forbearance Agreement are as follows:

- (i) **Forbearance Fee** – Mastermind LP has agreed to pay CIBC a forbearance fee for the benefit of CIBC in the amount of 1.25% of the outstanding balance under the CIBC Revolving Loan Facility and the BCAP Loan (together, the "**Credit Facilities**") as of the close of business on the date the ARIO is issued (i.e., November 30, 2023, assuming the ARIO is granted that day), which shall be fully earned upon execution of the Forbearance Agreement;

- (ii) **Interest** – The interest rate on the CIBC Revolving Credit Facility shall remain at CIBC’s prime interest rate plus 0.75%;
- (iii) **Receipts and the DIP Charge** – Post-filing receipts will be applied to reduce the Mastermind Entities’ pre-filing debt under the Credit Facilities and new advances to the Mastermind Entities from and after the date of the ARIO during the CCAA Proceedings are to be secured by a Court-ordered super-priority charge over the Property in favour of CIBC in an amount not to exceed \$36.25 million, plus interest, costs and expenses (the “**DIP Charge**”);
- (iv) **Milestones** – The Mastermind Entities are required to adhere to various restructuring milestones (collectively, the “**Milestones**”) as more fully detailed in the Forbearance Agreement, including, among others: (a) obtaining the Court’s approval of the proposed ARIO and the Liquidation Sale Approval Order on or before December 1, 2023; (b) obtaining the Court’s approval of a going concern sale of Mastermind LP’s business and assets or amending the Sale to include all of the Mastermind Entities’ Merchandise and FF&E, in each case on terms acceptable to CIBC in the week of December 11, 2023; and (c) completing the Sale by no later than January 28, 2024. The Mastermind Entities may amend the Milestones with the consent of CIBC and in consultation with the Monitor;
- (v) **HST Account** – The Mastermind Entities and CIBC will cooperate to establish a deposit account (the “**HST Account**”) within which Mastermind LP will, on at least a weekly basis, deposit an amount equal to the HST collected each week during the Forbearance Period (as defined in the Forbearance Agreement), and from which

Mastermind LP will, at least on a bi-weekly basis, remit the funds in the HST Account to Canada Revenue Agency and provide CIBC and the Monitor with evidence of such remittance;

- (vi) **Court Approval** – As part of the ARIO, the Mastermind Entities are required to seek the Court's: (a) approval of the DIP Charge securing the aggregate borrowings under the Credit Facilities from and after the date of the ARIO and the Mastermind Entities' entrance into the Forbearance Agreement and the performance of their obligations thereunder; and (b) authorization and direction to continue to perform their obligations under the Blocked Accounts Agreement and to pay their pre-filing obligations owing under the CIBC Credit Agreement (provided that no advances of funds under the CIBC Credit Agreement from and after the date of the ARIO and no funds from the HST Account may be used to repay such obligations); and
- (vii) **Terminating Events** – The Forbearance Agreement includes a number Terminating Events (as defined in the Forbearance Agreement), the occurrence of which would constitute an Event of Default and, upon notice thereof in accordance with the proposed ARIO, result in the termination of the Forbearance Period. Among other things, the Termination Events include: (a) that in any given week during the Forbearance Period the actual cumulative net cash flow is more than 15% below the forecasted cumulative net cash flow amount for the given week, or the actual weekly net cash flow is more than 5% below forecasted weekly net cash flow amount for a given week; (b) the failure of the Mastermind Entities to comply with any order granted in the CCAA Proceedings or any covenant or condition of the Forbearance Agreement; (c) the failure to obtain the proposed ARIO on or prior

to December 1, 2023; and (d) the failure to achieve any of the Milestones by the dates prescribed under the Forbearance Agreement (as same may be amended with the consent of CIBC and the Monitor).

- 6.5 Absent the Court's approval of the accommodations negotiated by the Mastermind Entities with CIBC, in consultation and with significant input from the Monitor, the Mastermind Entities will not be able to continue to fund their operations, including the payment of employee payroll on November 30, 2023, rent on December 1, 2023, and amounts due to vendors and service providers in the ordinary course. As such, the Forbearance Agreement is essential to the Mastermind Entities' continued operations, the success of the CCAA Proceedings and the Mastermind Entities' objective of maximizing value for their stakeholders while pursuing a potential going concern transaction.
- 6.6 As noted above, it is a condition precedent to the effectiveness of the Forbearance Agreement that the Court issue the proposed ARIO, among other things, granting the DIP Charge and authorizing the Mastermind Entities' payment of their pre-filing obligations under the CIBC Credit Agreement from their post-filing receipts. Critically, the DIP Charge does not secure any of the Mastermind Entities' obligations existing prior to the date of the proposed ARIO. Consequently, the funds advanced under the Credit Facilities from and after the granting of the ARIO are expressly prohibited from being used to repay such obligations.
- 6.7 Given the Opinions obtained from the Monitor's counsel, and its counsel's local provincial agents, the Monitor is of the view that the Mastermind Entities' proposed authorization to repay pre-filing obligations under the CIBC Credit Agreement will not prejudice the

Mastermind Entities' stakeholders. In this regard, the Monitor notes that the Mastermind Entities' sole subordinate secured creditors, the Birch Hill Lenders, are supportive of the proposed Forbearance Agreement and the DIP Charge.

- 6.8 Having regard to the foregoing, the Monitor is supportive of the Forbearance Agreement and the granting of the DIP Charge in the circumstances.

7.0 ACTIVITIES OF THE MONITOR SINCE THE FILING DATE

- 7.1 Since the Filing Date, the primary activities of the Monitor have included the following:

- (i) continuing discussions with the Potential Purchaser regarding the going-concern sale for a large group of Mastermind LP's stores and business, and considering the substance of such discussions and negotiations with counsel to the Mastermind Entities and CIBC;
- (ii) engaging in negotiations with the Consultant, the Mastermind Entities and their respective counsel in respect of the Consulting Agreement and the Sale Guidelines;
- (iii) assisting the Mastermind Entities in developing the KERP;
- (iv) engaging in negotiations with CIBC, the Mastermind Entities and their respective counsel in respect of the Forbearance Agreement and the DIP Charge;
- (v) monitoring the Mastermind Entities' cash receipts and disbursements, and assisting in preparing weekly cash flow variance reporting;
- (vi) activating the Case Website and coordinating the posting of Court-filed documents thereon;


- (vii) engaging with certain suppliers, stakeholders and landlords and their counsel who have reached out to the Monitor;
- (viii) completing and/or coordinating the notice requirements pursuant to paragraph 39 of the Initial Order, including, among other things:
 - (a) arranging for publication of notice of the CCAA Proceedings, in the prescribed form, in *The Globe and Mail* (National Edition) on November 29 and December 6, 2023;
 - (b) arranging for notice of the CCAA Proceedings, in the prescribed manner, to be emailed or mailed, on November 28, 2023, to all known creditors having a claim against the Mastermind Entities of more than \$1,000; and
 - (c) activating the Monitor's toll-free number and email account for the CCAA Proceedings, and responding to creditor and other inquiries received through those and other contact points; and
- (ix) with the assistance of Bennett Jones LLP, counsel to the Monitor, preparing this First Report.

8.0 CONCLUSIONS AND RECOMMENDATIONS

- 8.1 For the reasons set out in this First Report, the Monitor respectfully recommends that the Court grant the relief requested by the Applicant.

All of which is respectfully submitted to the Court this 29th day of November, 2023.

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

Per: 
Josh Nevsky
Senior Vice-President

**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.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

FIRST REPORT OF THE MONITOR

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personal or corporate capacity

APPENDIX C
SECOND REPORT OF THE MONITOR (WITHOUT APPENDICES)

See attached.

**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.**

**SECOND REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

DECEMBER 10, 2023

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
2.0	PURPOSE OF THIS REPORT	3
3.0	TERMS OF REFERENCE AND DISCLAIMER	4
4.0	APPROVAL AND VESTING ORDER	5
5.0	CASH FLOW RESULTS RELATIVE TO FORECAST	14
6.0	UPDATED CASH FLOW FORECAST	16
7.0	ACTIVITIES OF THE MONITOR SINCE THE FIRST REPORT	18
8.0	CONCLUSIONS AND RECOMMENDATIONS.....	19

APPENDICES

Appendix A – Updated Cash Flow Forecast

Confidential Appendix B – APA Purchase Price Summary and Analysis

1.0 INTRODUCTION

- 1.1 On November 23, 2023 (the “**Filing Date**”), Mastermind GP Inc. (“**Mastermind GP**” or the “**Applicant**”) was granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). Among other things, the Initial Order appointed Alvarez & Marsal Canada Inc. (“**A&M**”) as monitor (in such capacity, the “**Monitor**”) in these CCAA proceedings (the “**CCAA Proceedings**”).
- 1.2 The Initial Order also extended the stay of proceedings and other protections and authorizations to Mastermind LP (together with Mastermind GP, the “**Mastermind Entities**”), a toy retailer with 66 stores and approximately 800 employees across Canada. Mastermind GP is the general partner of Mastermind LP. The ultimate parent company of Mastermind GP is Birch Hill Equity Partners Management Inc. (“**BHEPMI**”), which is not an Applicant in the CCAA Proceedings.
- 1.3 Facing several unique challenges, a liquidity crisis and the imminent holiday shopping season, the Mastermind Entities commenced the CCAA Proceedings to provide the stability and flexibility necessary to allow them to pursue a value maximizing going concern sale transaction, while also commencing a liquidation and closure of a sub-set of store locations.
- 1.4 On November 30, 2023, the Applicant obtained the following:
- (i) an amended and restated Initial Order (the “**ARIO**”), which, among other things:

- (a) extended the Stay Period (as defined in the ARIO) to and including January 26, 2024;
 - (b) approved a key employee retention plan and granted a KERP Charge on the Property (each as defined in the ARIO);
 - (c) increased the amounts of the D&O Charge and the Administration Charge (each as defined in the ARIO); and
 - (d) approved the Forbearance Agreement and granted the DIP Charge (each as defined in the ARIO); and
- (ii) an order (the “**Liquidation Sale Approval Order**”), which, among other things:
- (a) approved the Consulting Agreement and the Sale Guidelines (each as defined in the Liquidation Sale Approval Order); and
 - (b) authorized Mastermind LP, with the assistance of Gordon Brothers Canada ULC (the “**Consultant**”) to commence a liquidation sale at 18 store locations (the “**Liquidation Sale**”).

1.5 Additional details regarding the Mastermind Entities and the circumstances leading to the CCAA Proceedings are set out in the Pre-Filing Report of the Proposed Monitor dated November 22, 2023 (the “**Pre-Filing Report**”) and the First Report of the Monitor dated November 29, 2023 (the “**First Report**”). The Pre-Filing Report, the First Report and other Court-filed documents in the CCAA Proceedings are available on the Monitor’s case website at: www.alvarezandmarsal.com/Mastermind (the “**Case Website**”).

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this Second Report is to provide the Court with information, and where applicable, the Monitor's views on:

- (i) the Applicant's proposed order (the "**Approval and Vesting Order**"), among other things:
 - (a) approving the asset purchase agreement dated as of December 1, 2023 (the "**APA**") between Mastermind LP, as seller, and Unity Acquisitions Inc., as purchaser ("**Unity**" or the "**Purchaser**"), and the going concern transaction contemplated thereby (the "**Transaction**");
 - (b) vesting all of Mastermind LP's right, title and interest in and to the Purchased Assets (as defined below) in the Purchaser free and clear of all claims and encumbrances other than the Permitted Encumbrances (as defined in the APA); and
 - (c) sealing the unredacted APA and **Confidential Appendix "B"** attached hereto;
- (ii) the Mastermind Entities' cash flow results for the two-week period ended December 3, 2023;
- (iii) the Mastermind Entities' updated cash flow forecast for the ten-week period ended January 28, 2024;
- (iv) the activities of the Monitor since the First Report; and

- (v) the Monitor's conclusions and recommendations in connection with the foregoing.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this Second Report, A&M, in its capacity as Monitor, has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Mastermind Entities and has held discussions with management of the Mastermind Entities and their legal counsel (collectively, the "**Information**"). Except as otherwise described in this Second Report in respect of the Mastermind Entities' cash flow forecast:

- (i) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the *Chartered Professional Accountants Canada Handbook* (the "**CPA Handbook**") and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
- (ii) some of the information referred to in this Second Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

3.2 Future oriented financial information referred to in this Second Report was prepared based on the Mastermind Entities' estimates and assumptions. Readers are cautioned that since

projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

3.3 This Second Report should be read in conjunction with the Affidavit of Lucio Milanovich, the Interim Chief Financial Officer of Mastermind LP, sworn December 6, 2023 (the “**Third Milanovich Affidavit**”), and filed in support of the Applicant’s motion for the proposed Approval and Vesting Order. Capitalized terms used but not defined in this Second Report have the meanings given to such terms in the Pre-Filing Report, the First Report or the Third Milanovich Affidavit, as applicable.

3.4 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 APPROVAL AND VESTING ORDER

Sale Process

4.1 As described in the Pre-Filing Report, Alvarez & Marsal Canada Securities Inc. (“**A&M Corporate Finance**”) was engaged to act as financial advisor to the Mastermind Entities and to assist them in commencing a sale process (the “**Sale Process**”).¹ The following is an overview of the Sale Process:

- (i) the Sale Process was launched by A&M Corporate Finance and the Mastermind Entities in April 2023, and was structured as a two phased process;

¹ Under this engagement, A&M Corporate Finance billed at its standard hourly rates, and not on a success fee or contingent fee basis.

- (ii) during the first phase of the Sale Process (“**Phase 1**”), A&M Corporate Finance contacted approximately 95 parties, comprised of 20 strategic buyers and 75 financial buyers, including parties from Canada, the U.S., the UK and Asia. Of this group, 32 executed a non-disclosure agreement, received a confidential information memorandum and were granted access to a virtual data room;
- (iii) interested parties were invited to submit a non-binding letter of intent (“**LOI**”) on or prior to May 24, 2023 (the “**Phase 1 Bid Deadline**”). On the Phase 1 Bid Deadline, A&M Corporate Finance received an LOI from four parties;
- (iv) following the Phase 1 Bid Deadline, two of the four parties who submitted an LOI were advanced to the second phase of the Sale Process (“**Phase 2**”), to continue their diligence and to attend management meetings with the Mastermind Entities’ key executives. These two parties were advanced principally because their LOIs provided for higher comparative value and they were each identified as having the capacity to close a transaction on an expedited basis;
- (v) unfortunately, both of the Phase 2 participants withdrew from the Sale Process due primarily to the Mastermind Entities’ continuing financial struggles. One of the parties in particular withdrew in late August 2023 following advanced negotiations with the Mastermind Entities on an asset purchase agreement, and with CIBC regarding post-transaction financing;
- (vi) at that time, A&M Corporate Finance reconvened the market for a going concern purchaser, including parties who had participated in Phase 1 as well as a small group of new participants. Of this expanded group, only one party expressed serious

interest in transacting with the Mastermind Entities. Following a period of accelerated diligence and negotiations, such prospective purchaser executed an Equity Purchase Agreement on September 22, 2023, pursuant to which it agreed to purchase the equity interests in Mastermind LP and Mastermind GP (the “**September Transaction**”);

(vii) as described in First Milanovich Affidavit and the Pre-Filing Report, the September Transaction was subject to mandatory pre-merger notification under the *Competition Act*, R.S.C. 1985, c. C-34, as amended. After a lengthy review process with the Competition Bureau, which involved Mastermind LP and the proposed purchaser responding to extensive information requests and making numerous submissions (including a submission in support of Mastermind LP’s “failing firm” status), the Competition Bureau issued a Supplementary Information Request (“**SIR**”) necessitating a further diligence process to advance the September Transaction. In light of the material cost and length of time that would have been required to respond to the SIR, and due to Mastermind LP’s liquidity crisis, the proposed September Transaction was terminated by the parties, and the Mastermind Entities began planning for the CCAA Proceedings;

(viii) while the Mastermind Entities planned for the CCAA Proceedings, A&M Corporate Finance continued its efforts to find a going concern purchaser for the Mastermind Entities’ business and re-engaged with approximately 15 parties who had previously participated in the Sale Process. Of this group, Unity and four others expressed interest in the opportunity. A&M Corporate Finance worked with each of the five parties to provide updated financial and other diligence information and

engaged in discussions in an attempt to advance a going concern transaction. Of this group, only Unity expressed a desire to pursue a transaction and had the ability to transact within the accelerated timeline that was afforded to the parties;² and

- (ix) on November 19, 2023, Unity delivered a non-binding LOI to A&M Corporate Finance, outlining the preliminary terms of a going concern transaction. Following a period of accelerated negotiations, on December 1, 2023, Unity and Mastermind LP, in consultation with the Monitor, executed the APA.

The APA

- 4.2 The APA is described in detail in the Third Milanovich Affidavit, to which a redacted copy of the APA is attached as Exhibit “G”. Certain key terms of the APA are summarized in the following table:

Unity APA ³	
Parties	<ul style="list-style-type: none">• Mastermind LP (as “Seller”).• Unity Acquisitions Inc. (as “Purchaser”).
Purchase Price	<ul style="list-style-type: none">• An analysis of the Purchase Price is included in Confidential Appendix “B”. The Purchase Price is confidential and has been redacted from the APA attached to the Third Milanovich Affidavit.• The Monitor notes that the Purchase Price is comprised of:<ul style="list-style-type: none">(i) cash consideration sufficient to provide a full recovery to CIBC for any outstanding obligations under the Credit Facilities;(ii) cash consideration sufficient to satisfy the Priority Payables (as defined in the APA and described below);(iii) a credit bid of a portion of the BHEPMI Facility (as described below); and(iv) assumption of the Assumed Liabilities.
Purchased Assets	<ul style="list-style-type: none">• A minimum of 43 store locations (“Purchased Stores”) and the assumption of the real property leases for each such location, including the head office.• The following property and assets:<ul style="list-style-type: none">(i) petty cash;

² As described in the Third Milanovich Affidavit, on November 27, 2023, the Mastermind Entities and the Monitor also received an LOI from a party seeking to acquire intellectual property and other limited assets. While this transaction would have enhanced the overall recoveries during a liquidation, it would not have provided for a going concern transaction.

³ Capitalized terms used in this table and not otherwise defined herein have the meanings given to such terms in the APA.

Unity APA ³	
	<ul style="list-style-type: none"> (ii) accounts receivable; (iii) inventory; (iv) all equipment, fixtures furniture, furnishings, accessories and other fixed assets located at the Purchased Stores; (v) deposits and prepaid expenses; (vi) GST/HST or other sales tax refunds accruing to Seller prior to the Closing Date; (vii) Assumed Contracts, Assumed Authorizations and Purchased IP; (viii) all rights of Seller to business and domain names, and information systems used in the Business; (ix) all books and records apart from those described in section 2.2(e) of the APA; (x) all rights under insurance over the Purchased Assets, Purchased Stores and the Business; (xi) all express consents obtained by Seller under privacy and anti spam laws; and (xii) all goodwill related to the Purchased Assets and the Business.
Assumed Liabilities	<ul style="list-style-type: none"> • The Purchaser will assume the following liabilities: <ul style="list-style-type: none"> (i) all liabilities under the Assumed Contracts, Assumed Real Property Leases and Purchased IP accrued from and after the Time of Closing; (ii) all liabilities under the Assumed Authorizations; (iii) all cure costs to the extent not paid at Closing; (iv) all Priority Payables (as discussed further below); (v) all liabilities with respect to the Purchased Assets from and after the Time of Closing; and (vi) all liabilities relating to transferred employees.
Excluded Assets	<ul style="list-style-type: none"> • The Purchased Assets do not include the following: <ul style="list-style-type: none"> (i) Cash; (ii) Excluded Inventory; (iii) insurance policies and contracts or agreements insuring the Purchased Assets or the Business; (iv) any equity interests in any other Person; (v) income tax installments and the right to any refund of income tax; (vi) certain of the records of the Mastermind Entities; (vii) the rights of the Mastermind Entities under the APA, Transfer Documents and other documents contemplated by the APA; (viii) the rights of the Mastermind Entities under documents governing Secured Debt; (ix) any Contract that is unassignable as contemplated by the APA; (x) any Contract relating to Retained Liabilities; and (xi) the assets set out in Schedule 2.2 (I) of the APA.
Employees	<ul style="list-style-type: none"> • The Transaction will preserve continued employment for at least 85% of employees working at Purchased Stores and certain of the employees located at the Mastermind Entities' head office (in aggregate, estimated to be in excess of 500 employees).
Priority Payables	<ul style="list-style-type: none"> • Pursuant to the APA, Priority Payables include: <ul style="list-style-type: none"> (i) priority payments prescribed under subsections 6(5) and 6(6) of the CCAA; (ii) any amount owing to an Employee for unpaid wages (excluding termination pay or severance pay) accrued between the Filing Date and the Closing Date, accrued vacation pay as of the Time of Closing, discretionary bonuses that have

Unity APA ³	
	<p>been awarded but not paid as of the Time of Closing and source deductions (excluding termination pay or severance pay);</p> <p>(iii) all post-filing trade obligations incurred with the consent of the Monitor (i.e., trade payables and accrued liabilities), excluding termination pay or severance pay; and</p> <p>(iv) any unpaid obligations secured by the Court Ordered Charges (each as described in the First Report).</p>
BHEPMI Facility	<ul style="list-style-type: none"> • In conjunction with executing the APA, Unity purchased the BHEPMI Facility for cash consideration. • As described in the Pre-Filing Report, the BHEPMI Facility is comprised of approximately \$1.7 million of secured debt, ranking subordinate to the Credit Facilities provided by CIBC. • As described above, Unity will be credit bidding a portion of the BHEPMI Facility. • For the balance not included in the credit bid, Unity has agreed to subordinate the secured obligation, the result of which is that any incremental value derived from the Purchase Price would not be used to repay Mastermind LP's obligations under the BHEPMI Facility, but instead increase any potential recovery to unsecured creditors.
Closing Date	<ul style="list-style-type: none"> • January 15, 2024, or such earlier or later date as agreed to by the Seller, Purchaser and the Monitor.
Outside Date	<ul style="list-style-type: none"> • Subject to section 9.1 of the APA, the agreement may be terminated by written notice from the Seller or the Purchaser if closing has not occurred on or before January 31, 2024.

4.3 The Monitor notes the following with respect to the APA and the Transaction:

- (i) the proposed APA and the Transaction are the result of: (a) an extensive pre-filing Sale Process that was conducted by the Mastermind Entities and A&M Corporate Finance, in consultation at relevant times with CIBC and BHEPMI, which canvassed a broad group of potential purchasers; and (b) significant negotiations among the Mastermind Entities, the Purchaser, the Monitor and their respective counsel;
- (ii) as described above, the Transaction: (a) contemplates that Unity will acquire Mastermind LP's right, title and interest in and to the leases and other agreements for at least 43 Purchased Stores; (b) provides for the preservation of the Mastermind Entities' business as a going concern; and (c) will maintain the continued

employment for a substantial number of the Mastermind Entities' store level and a number of head office employees;

- (iii) the closing of the Transaction has been structured and timed to allow for the completion of the Liquidation Sale and is conditioned upon the satisfaction of customary conditions precedent;
- (iv) the Transaction represents the sole going concern transaction to have materialized in the Sale Process that is capable of being consummated in the limited time available to the Mastermind Entities in the circumstances; and
- (v) the Monitor understands that CIBC and BHEPMI (though no longer a secured creditor of the Mastermind Entities) are supportive of the Transaction.

Approval and Vesting Order

- 4.4 Pursuant to the proposed Approval and Vesting Order, the Mastermind Entities are seeking the approval of the APA and the Transaction, and the vesting of all of the property and assets described in section 2.1 of the APA (collectively, the “**Purchased Assets**”) in and to the Purchaser free and clear of all claims and encumbrances other than the Permitted Encumbrances. Such vesting shall be effective upon the delivery by the Monitor to Mastermind LP and the Purchaser or their respective counsel of a certificate (the “**Monitor’s Certificate**”) confirming that the Monitor has received written confirmation from the Purchaser and Mastermind LP that all closing conditions have been satisfied or waived by the applicable parties.

Security Review

- 4.5 As the APA contemplates a credit bid of a portion of the BHEPMI Facility, the Monitor requested that its counsel, Bennett Jones LLP (“**Bennett Jones**”), and Bennett Jones’ local provincial agents, conduct a review of the security granted by the Mastermind Entities in respect of the BHEPMI Facility.
- 4.6 Subject to the customary qualifications and assumptions set out therein, Bennett Jones and its local provincial agents have provided written opinions to the Monitor (collectively, the “**Opinions**”) that the security granted by the Mastermind Entities in respect of the BHEPMI Facility constitutes valid security, enforceable in accordance with its terms and perfected by registration in the provinces of Ontario, British Columbia, Alberta, Manitoba, Saskatchewan, Nova Scotia, New Brunswick and Newfoundland and Labrador to the extent capable under applicable law. The Opinions will be made available to the Court upon request.

Impact on Unsecured Creditors

- 4.7 Certain pre-filing amounts owing to vendors and other amounts that may become owing to unsecured creditors (such vendors and unsecured creditors, the “**Affected Creditor Group**”) are excluded from the Transaction and will not be assumed by the Purchaser, save for cure costs associated with any consent required contracts included within the Purchased Assets.
- 4.8 As of the date of this Second Report, based on the information available to the Monitor, the aggregate amount owing to the Affected Creditor Group is anticipated to be approximately \$36 million. Such indebtedness is comprised of amounts owing to pre-filing

merchandise and other trade vendors, potential lease termination claims relating to locations that are not Purchased Stores⁴, potential employee termination and severance claims, and other potential unsecured claims.

- 4.9 In an effort to evaluate the proposed Transaction, and compare the expected monetary result on the Affected Creditor Group under the proposed Transaction to a bankruptcy liquidation scenario, the Monitor prepared an illustrative wind-down and liquidation analysis using available information. A copy of this illustrative wind-down and liquidation scenario and comparative analysis is attached hereto a **Confidential Appendix “B”**.
- 4.10 As outlined in Confidential Appendix “B”, it is the Monitor’s view that: (i) the Transaction provides the same, or similar, economic recovery to the Affected Creditor Group as they would otherwise receive in a bankruptcy liquidation scenario; and (ii) the Transaction also provides incremental going concern benefit to the majority of the Mastermind Entities’ stakeholders, including in excess of 500 continuing employees, landlords in respect of at least 43 Purchased Stores, and other third-party stakeholders who will have the opportunity to continue to transact with the Purchaser in the future.

Sealing of the Unredacted APA and Confidential Appendix “B”

- 4.11 The Monitor has been advised by counsel to the Purchaser that the Purchaser considers the detailed purchase price formula to be highly confidential and commercially sensitive information. On that basis the Monitor supports sealing the unredacted APA and the Confidential Appendix “B” attached hereto.

⁴ The potential lease termination claims were calculated using the prescribed Division I Proposal formula pursuant to the *Bankruptcy Insolvency Act*.

Assignment Order and Ancillary Order

- 4.12 As discussed in the Third Affidavit, the APA contemplates that the Applicant may seek an Assignment Order and an Ancillary Order prior to closing. The Monitor will provide additional details concerning any such further relief sought by the Mastermind Entities in a further report to this Court at that time.

5.0 CASH FLOW RESULTS RELATIVE TO FORECAST

- 5.1 Actual receipts and disbursements for the period from November 23, 2023 to December 3, 2023 (the “**Reporting Period**”), as compared to the cash flow forecast attached as Appendix “A” to the Pre-Filing Report, are summarized in the following table:

Cash Flow Variance Report			\$000's
	Budget	Actual	Variance
Receipts			
Sales	5,841	4,647	(1,194)
Sales tax collections	757	600	(157)
Total Receipts	6,598	5,247	(1,351)
Disbursements			
Merchandise vendors	--	--	--
Non-merchandise vendors	(1,913)	(632)	1,281
Rent	(683)	(681)	2
Payroll & benefits	(996)	(925)	71
Restructuring professional fees	--	--	--
Consultant fees	(700)	--	700
Sales tax remittances	(1,119)	321	1,440
Other expenditures	(286)	(120)	166
Total Disbursements	(5,697)	(2,037)	3,660
Net cash flow	901	3,210	2,309

- 5.2 During the Reporting Period:

- (i) total receipts were approximately \$1.4 million lower than forecast primarily because the Liquidation Sale was commenced at only 18 store locations compared to the initial forecast that contemplated a chain wide liquidation;
- (ii) the positive variance in non-merchandise disbursements of \$1.3 million is due primarily to lower than forecast shipping and logistics costs incurred to date in connection with moving product from the Mastermind Entities' distribution centre to individual store locations. At this time, the Mastermind Entities' management considers this to be a positive variance which may reverse in future weeks;
- (iii) within non-merchandise disbursements, approximately \$320,000 of pre-filing supplier payments were made. With the consent of the Monitor, these disbursements were made in accordance with the ARIO in order to release critical inventory held at a third-party warehouse, which inventory was subject to a lien claim under the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25, as amended; and
- (iv) the remaining positive variance in total disbursements of approximately \$2.4 million is due primarily to positive timing variances in disbursements to the Consultant assisting with the Liquidation Sale and the collection of a sales tax refund.

5.3 Overall, during the Reporting Period, the Mastermind Entities experienced a positive net cash flow variance of approximately \$2.3 million, the majority of which is anticipated to dissipate as timing differences reverse in the near term.

- 5.4 As at December 3, 2023, the Mastermind Entities' borrowings under the CIBC Credit Facility compared to forecast can be summarized as follows:

Borrowings under CIBC Credit Facility			\$000's
	Budget	Actual	Variance
Pre-Filing Revolver Facility (incl. BCAP)	15,360	18,032	(2,672)
Post-Filing Revolver Facility ⁵	6,207	481	5,726
Total Borrowings	21,567	18,513	3,054

6.0 UPDATED CASH FLOW FORECAST

- 6.1 As described in the First Report, prior to the commencement of the CCAA Proceedings, CIBC and the Mastermind Entities were in advanced discussions regarding the Forbearance Agreement to ensure that the Mastermind Entities would have the liquidity necessary to advance their restructuring initiatives. The Forbearance Agreement was executed on December 1, 2023 and approved pursuant to the ARIO.
- 6.2 In connection with the Forbearance Agreement, the Mastermind Entities, with the assistance of the Monitor, prepared a revised and updated cash flow forecast (the “**Updated Cash Flow Forecast**”) for the period from November 23, 2023 to January 28, 2024 (the “**Cash Flow Period**”). A copy of the Updated Cash Flow Forecast, together with Notes and Summary of Assumptions, is attached to this Second Report as **Appendix “A”**.
- 6.3 Notably, in comparison to the initial cash flow forecast attached as Appendix “A” to the Pre-Filing Report, the Updated Cash Flow Forecast has been revised to reflect the receipts

⁵ Only the borrowings under the “Post-Filing Revolver Facility” are secured by the DIP Charge.

and disbursements expected to occur prior to the closing of the Transaction. A summary of the Updated Cash Flow Forecast is set out in the following table:

Updated Cash Flow Forecast		\$000's
		<u>10-Wk Period</u>
Receipts		
Sales		35,534
Sales tax collections		3,692
Total Receipts		39,226
Disbursements		
Merchandise vendors		--
Non-merchandise vendors		(4,622)
Rent		(2,049)
Payroll & benefits		(5,066)
Proposed KERP		(485)
Restructuring professional fees		(2,462)
Consultant fees		(963)
Sales tax remittances		(4,443)
Other expenditures		(971)
Total Disbursements		(21,061)
Net cash flow		18,165

6.4 During the Cash Flow Period, net operating cash flows are projected to be positive \$18.2 million.

6.5 The Monitor notes the following with respect to the Updated Cash Flow Forecast:

- (i) sales include a combination of ordinary course sales at the going-concern store locations included in the proposed Transaction, and sales at the 18 store locations subject to the Liquidation Sale;

- (ii) disbursements include payments for logistics, warehousing and transportation services, payment processing services, information technology services, and certain other store-level and corporate operating costs; and
- (iii) the Consultant fees include the Consultant's commission fee calculated at 2% of sales at the 18 store locations subject to the Liquidation Sale, and a provision for costs related to marketing, signage, labour and other expenses.

7.0 ACTIVITIES OF THE MONITOR SINCE THE FIRST REPORT

7.1 Since the date of the First Report, the primary activities of the Monitor have included the following:

- (i) assisting Mastermind LP with the negotiation of the APA;
- (ii) attending regular update calls with CIBC and assisting the Mastermind Entities and CIBC in respect of advancing and executing the Forbearance Agreement;
- (iii) assisting the Mastermind Entities with communications to employees, suppliers, landlords and other stakeholders;
- (iv) monitoring the Mastermind Entities' cash receipts and disbursements, and assisting in preparing weekly cash flow variance reporting;
- (v) responding to inquiries from stakeholders, including addressing questions or concerns of parties who contacted the Monitor on the hotline number or email account established by the Monitor for the CCAA Proceedings;
- (vi) posting non-confidential materials filed with the Court to the Case Website; and

(vii) with the assistance of Bennett Jones, preparing this Second Report.

8.0 CONCLUSIONS AND RECOMMENDATIONS

8.1 The Monitor is supportive of the Transaction and the proposed Approval and Vesting Order for the following reasons:

- (i) the APA provides for: (a) a going concern sale of the majority of the Mastermind Entities' business and assets; (b) continued employment for a substantial number of the Mastermind Entities' employees; (c) the preservation of many supplier and vendor relationships; and (d) the continued leasing and operation of a minimum of 43 Purchased Stores;
- (ii) the APA and the Transaction are the product of an extensive, fair and transparent Sale Process undertaken by A&M Corporate Finance, which Sale Process, in the Monitor's view, widely canvassed the market for the Mastermind Entities' business and assets, involved consultation with the Mastermind Entities' secured creditors, provided prospective purchasers and investors with a reasonable opportunity to participate in such process and gave rise to the best possible transaction available for the Mastermind Entities' business and assets in the circumstances;
- (iii) the APA reflects substantial negotiations among Mastermind LP, the Purchaser, the Monitor and their respective counsel and, in the Monitor's view, contains commercially reasonable terms and customary conditions precedent;
- (iv) it is the Monitor's view that the Purchase Price under the APA is fair and reasonable in the circumstances, having regard to, among other things, the Sales Process' wide

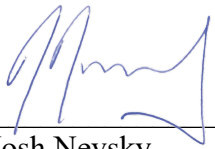
canvassing of the market and the values ascribed to the Mastermind Entities' business and assets therein;

- (v) the Transaction, which provides for a going concern sale of the majority of the Mastermind Entities' business and assets provides, based on the Monitor's analysis, an outcome more beneficial to the Mastermind Entities' creditors and other stakeholders than could otherwise be achieved in a liquidation or bankruptcy;
- (vi) the APA and the Transaction are supported by CIBC and BHEPMI and, to the Monitor's knowledge, are not opposed by any of the Mastermind Entities' key stakeholders; and
- (vii) the Transaction is the sole going concern transaction to have materialized within the Sale Process that can be consummated in the limited time, and with the limited liquidity, available to the Mastermind Entities.

8.2 Having regard to the foregoing and the other reasons discussed in this Second Report, the Monitor respectfully recommends that the Court grant the proposed Approval and Vesting Order.

All of which is respectfully submitted to the Court this 10th day of December, 2023.

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

Per: 

Josh Nevsky
Senior Vice-President

**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.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

SECOND REPORT OF THE MONITOR

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solely in its capacity as Monitor and not in its
personal or corporate capacity

APPENDIX D
THIRD REPORT OF THE MONITOR (WITHOUT APPENDICES)

See attached.

**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.**

**THIRD REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

JANUARY 8, 2024

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
2.0	PURPOSE OF THIS REPORT	3
3.0	TERMS OF REFERENCE AND DISCLAIMER	5
4.0	UPDATE SINCE GRANTING THE APPROVAL AND VESTING ORDER.....	6
5.0	THE ASSIGNMENT ORDER.....	10
6.0	THE ANCILLARY ORDER	12
7.0	CASH FLOW RESULTS RELATIVE TO FORECAST	22
8.0	ACTIVITIES OF THE MONITOR SINCE THE SECOND REPORT	24
9.0	CONCLUSIONS AND RECOMMENDATIONS.....	25

APPENDICES

Appendix “A” – Unity Acquisitions Inc. Financial Covenant Letter

1.0 INTRODUCTION

- 1.1 On November 23, 2023, Mastermind GP Inc. (“**Mastermind GP**” or the “**Applicant**”) was granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). Among other things, the Initial Order appointed Alvarez & Marsal Canada Inc. as monitor (in such capacity, the “**Monitor**”) in the CCAA Proceedings (the “**CCAA Proceedings**”).
- 1.2 The Initial Order also extended the stay of proceedings and other protections and authorizations to Mastermind LP (together with Mastermind GP, the “**Mastermind Entities**”), a toy retailer with 66 stores across Canada. Mastermind GP is the general partner of Mastermind LP. The ultimate parent company of Mastermind GP is Birch Hill Equity Partners Management Inc., which is not an Applicant in the CCAA Proceedings.
- 1.3 Facing several unique challenges, a liquidity crisis and the imminent holiday shopping season, the Mastermind Entities commenced the CCAA Proceedings to provide the stability and flexibility necessary to allow them to pursue a value maximizing going concern sale transaction, while also implementing a liquidation and closure of a sub-set of store locations.
- 1.4 On November 30, 2023, the Applicant obtained the following:
 - (i) an amended and restated Initial Order (the “**ARIO**”), which, among other things:
 - (a) extended the Stay Period (as defined in the ARIO) to and including January 26, 2024;

- (b) approved a key employee retention plan (the “**KERP**”) and granted a KERP Charge on the Property (each as defined in the ARIO) to secure amounts payable under the KERP;
 - (c) increased the amounts of the D&O Charge and the Administration Charge (each as defined in the ARIO); and
 - (d) approved the Forbearance Agreement and granted the DIP Charge (each as defined in the ARIO) in favour of Canadian Imperial Bank of Commerce (“**CIBC**”); and
- (ii) an order (the “**Liquidation Sale Approval Order**”), which, among other things:
 - (a) approved the Consulting Agreement and the Sale Guidelines (each as defined in the Liquidation Sale Approval Order); and
 - (b) authorized Mastermind LP, with the assistance of Gordon Brothers Canada ULC (the “**Consultant**”) to commence a liquidation sale (the “**Liquidation Sale**”) at 18 store locations (collectively, the “**Liquidating Stores**”).

1.5 On December 13, 2023, the Applicant obtained an order (the “**Approval and Vesting Order**”), among other things:

- (i) approving the asset purchase agreement dated as of December 1, 2023 (the “**APA**”) between Mastermind LP, as seller, and Unity Acquisitions Inc. (“**Unity**”) or its permitted assignee, Mastermind Toys Inc., as purchaser (the “**Purchaser**”), and the going concern transaction contemplated thereby (the “**Transaction**”); and

- (ii) upon the delivery of a certificate to Mastermind LP and the Purchaser (the “**Monitor’s Certificate**”), vesting all of Mastermind LP’s right, title and interest in and to the Purchased Assets (as defined in the APA) in the Purchaser free and clear of all claims and encumbrances other than the Permitted Encumbrances (as defined in the APA).

1.6 Additional details regarding the Mastermind Entities and the circumstances leading to the CCAA Proceedings are set out in the Pre-Filing Report of the Proposed Monitor dated November 22, 2023 (the “**Pre-Filing Report**”), the First Report of the Monitor dated November 29, 2023 (the “**First Report**”) and the Second Report of the Monitor dated December 10, 2023 (the “**Second Report**” and collectively with the Pre-Filing Report and the First Report, the “**Prior Reports**”). The Prior Reports and other Court-filed documents in the CCAA Proceedings are available on the Monitor’s case website at: www.alvarezandmarsal.com/Mastermind (the “**Case Website**”).

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this Third Report is to provide the Court with information, and where applicable, the Monitor’s views on:

- (i) the cash flow results for the six-week period ended December 31, 2023;
- (ii) certain updates since the granting of the Approval and Vesting Order, including in respect of the Transaction, the Liquidation Sale, the disclaimer of the Liquidating Stores’ leases, the retention bonuses to be paid to certain staff of the Liquidating

Stores, certain employee terminations and the employment offers provided by the Purchaser to a significant number of Mastermind LP's employees;

- (iii) the Applicant's request for an order pursuant to section 11.3 of the CCAA (the "**Assignment Order**"), among other things, assigning, conveying and transferring to the Purchaser the rights and obligations of the Mastermind Entities under the Assigned Contracts (as defined below);
- (iv) the Applicant's request for an order (the "**Ancillary Order**"), among other things:
 - (a) granting the Monitor expanded powers and certain additional protections;
 - (b) declaring that Mastermind LP meets the criteria prescribed by section 3.2 of the WEPP Regulations (as defined below) and that certain of Mastermind LP's former employees are eligible to receive payments under and in accordance with the WEPP Act (as defined below);
 - (c) extending the Stay Period to and including April 30, 2024;
 - (d) amending the title of the CCAA Proceedings upon the Mastermind Entities' official name changes; and
 - (e) authorizing and directing Mastermind LP to distribute to CIBC any amounts required to satisfy the obligations owing under the CIBC Credit Agreement and the Forbearance Agreement upon the delivery of the Monitor's Certificate in accordance with the Approval and Vesting Order and the APA (the "**Distribution**");

- (v) the activities of the Monitor since the Second Report; and
- (vi) the Monitor's conclusions and recommendations in connection with the foregoing.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this Third Report, A&M, in its capacity as Monitor, has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Mastermind Entities and has held discussions with management of the Mastermind Entities and their legal counsel (collectively, the "**Information**"). Except as otherwise described in this Third Report in respect of the Mastermind Entities' cash flow forecast:

- (i) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the *Chartered Professional Accountants Canada Handbook* (the "**CPA Handbook**") and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
- (ii) some of the information referred to in this Third Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

- 3.2 Future oriented financial information referred to in this Third Report was prepared based on the Mastermind Entities' estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
- 3.3 This Third Report should be read in conjunction with the affidavit of Lucio Milanovich, the Interim Chief Financial Officer of Mastermind LP, sworn January 5, 2024 (the "**Fourth Milanovich Affidavit**") and filed in support of the Applicant's motion for the proposed Assignment Order and Ancillary Order. Capitalized terms used and not defined in this Third Report have the meanings given to them in the Prior Reports or the Fourth Milanovich Affidavit, as applicable.
- 3.4 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 UPDATE SINCE GRANTING THE APPROVAL AND VESTING ORDER

The Transaction

- 4.1 The Court granted the Approval and Vesting Order on December 13, 2023, approving the APA and the Transaction. Since that time, the Mastermind Entities, the Purchaser, the Monitor and their respective counsel have worked diligently to prepare for the closing of the Transaction on January 15, 2024, being the closing date contemplated under the APA (the "**Closing Date**"). These efforts have included preparing the following agreements to be executed prior to the Closing Date:

- (i) an Amendment to the Asset Purchase Agreement (the “**Amendment Agreement**”) to memorialize minor amendments to the APA agreed to between Mastermind LP and Unity, with the Monitor’s approval (in accordance with the Approval and Vesting Order); and
- (ii) an Assignment and Assumption Agreement pursuant to which Unity’s wholly-owned subsidiary, Mastermind Toys Inc., will assume all of the rights, benefits, duties and obligations of Unity under the APA in accordance with section 11.5(b) thereof (the “**Assignment Agreement**”).

4.2 As set out in the Fourth Milanovich Affidavit and the Second Report, the Transaction, if consummated in accordance with its terms, will result in:

- (i) the preservation of jobs for the majority of Mastermind LP’s employees;
- (ii) the continuation of the “Mastermind Toys” business through the Purchaser;
- (iii) the continued operation of 48 of Mastermind LP’s retail stores and its head office/distribution centre and the preservation of the corresponding leases and relationships with landlords; and
- (iv) the repayment in full of all of the obligations owing to CIBC.

4.3 The Transaction is expected to result in excess proceeds (the “**Excess Proceeds**”), which will be delivered to the Monitor on or subsequent to closing. The Excess Proceeds will be held by the Monitor, subject to the costs associated with administering the CCAA Proceedings, for the benefit of the Mastermind Entities’ estates. Provided that the proposed

Ancillary Order is granted, the Monitor intends to seek the Court's approval to commence and conduct a process for the solicitation, determination and resolution of claims against the Mastermind Entities and their present and former directors and officers (the "**Anticipated Claims Process**"). The Anticipated Claims Process will inform any future distribution of the Excess Proceeds to the Mastermind Entities' creditors.

The Liquidation Sale and the Liquidating Stores

- 4.4 Mastermind LP, with the assistance of the Consultant, has conducted and continues to conduct the Liquidation Sale in accordance with the Sale Guidelines approved by the Court pursuant to the Liquidation Sale Approval Order. As at the date of this Third Report, the Liquidation Sale remains ongoing at certain of the Liquidating Stores.
- 4.5 The Consultant has advised Mastermind LP that it anticipates the Liquidation Sale will conclude, and that all of the Liquidating Stores will be returned to their respective landlords, on or prior to January 14, 2024.
- 4.6 In light of the Liquidation Sale and the anticipated closure of the Liquidating Stores, the Mastermind Entities delivered notices to disclaim the 18 Liquidating Stores' leases to the applicable counterparties thereto on December 13, 2023. The notices of disclaimer delivered by the Mastermind Entities and approved by the Monitor are effective as of January 14, 2024. The Mastermind Entities similarly intend to disclaim or terminate any agreements or informal arrangements with respect to the provision of goods or services to or for the Liquidating Stores that are not Assigned Contracts.

Employees

- 4.7 As described in the Fourth Milanovich Affidavit, Mastermind LP employed approximately 800 employees, consisting of 625 part-time employees and 175 full-time employees, at the commencement of the CCAA Proceedings. Since that time, Mastermind LP has terminated or provided notice of termination to 232 employees who will not be retained by the Purchaser as well as approximately 40 of the Temporary Employees.¹ The latest effective date of such terminations is January 14, 2024.
- 4.8 The Monitor understands that Mastermind LP has paid or intends to pay all of the wages and vacation pay owing to its terminated employees (collectively the “**Terminated Employees**”). Certain amounts for severance and termination will however, remain owing to the Terminated Employees.
- 4.9 619 of Mastermind LP’s employees have been provided with offers of employment by Mastermind Toys Inc. (Unity’s wholly-owned subsidiary and assignee). Such employees will be terminated by Mastermind LP immediately prior to the Closing Date and, provided that they accept the offers of employment received, will become employees of Mastermind Toys Inc. as of the Closing Date.

KERP Payments

- 4.10 In accordance with the terms of the KERP, the Mastermind Entities anticipate paying retention bonuses to the six KERP participants on January 14, 2024. Additionally, the

¹ As also noted in the Fourth Milanovich Affidavit, Mastermind LP hired approximately 160 temporary employees to assist during the holiday shopping season (collectively, the “**Temporary Employees**”). The employment for the majority of these Temporary Employees expired in accordance with the terms of their employment agreements. However, approximately 40 of those Temporary Employees were asked to work beyond the expiration of their employment agreements and have now been terminated or provided with notice of termination.

Mastermind Entities currently anticipate paying the aggregate amount of approximately \$65,000 to select store level and other employees who were instrumental in assisting the Consultant at the Liquidating Stores.

5.0 THE ASSIGNMENT ORDER

- 5.1 The APA contemplates that certain of the Mastermind Entities' leases and contracts will be assigned by Mastermind LP to, and assumed by, the Purchaser (collectively, the "**Assigned Contracts**"). Certain of the Assigned Contracts require the consent of the counterparties thereto to any assignment (collectively, the "**Third Party Consents**").
- 5.2 Section 2.4 of the APA requires Mastermind LP to obtain an order of the Court under section 11.3 of the CCAA assigning the Assigned Contracts for which the requisite Third Party Consents have not been obtained.
- 5.3 The Assigned Contracts for which Mastermind LP and the Purchaser have determined Third Party Consents are or may be required are set out in Schedule "A" of the Assignment Order.
- 5.4 The Monitor understands that the Mastermind Entities and the Purchaser continue to work with the relevant counterparties to obtain the Third Party Consents. Out of an abundance of caution, however, the Mastermind Entities are seeking for all Assigned Contracts to be subject to the Assignment Order, regardless of whether Third Party Consents are required or have been obtained.
- 5.5 The Purchaser has agreed to pay all monetary defaults in relation to any Assigned Contracts, other than those arising by reason of the Mastermind Entities' insolvency, the

commencement of the CCAA Proceedings or the Mastermind Entities' failure to perform a non-monetary obligation, as required under subsection 11.3(4) of the CCAA (collectively, the "**Cure Costs**"), within 7 business days after the closing of the Transaction. The Cure Costs to be paid by the Purchaser in connection with such Assigned Contracts are set out in Schedule "A" to the proposed Assignment Order.

5.6 On January 6, 2024, counsel to the Purchaser provided a letter to counsel to the Mastermind Entities and the Monitor (the "**Financial Covenant Letter**") attesting to the Purchaser's ability to perform the obligations under the Assigned Contracts subject to the proposed Assignment Order, including the payment of the Cure Costs. Among other things, the Financial Covenant Letter confirms that, as of the Closing Date, the Purchaser expects to have approximately \$5 million of shareholders' equity and an initial aggregate availability of \$15 million under a new revolving credit facility with the option to permanently increase such availability by \$5 million with the prior written consent of its lending agent. A copy of the Financial Covenant Letter is attached hereto as **Appendix "A"**.

5.7 The Monitor is supportive of the assignment of the Assigned Contracts and is of the view that the proposed Assignment Order is appropriate in the circumstances, given that:

- (i) the assignment of the Assigned Contracts, including those for which the Third Party Consents are required, is a material term of the APA and integral component of the Transaction negotiated by Mastermind LP and Unity – a Transaction that will preserve over 600 jobs and 49 landlord relationships and ensure the continued operation of the Mastermind Toys business through the Purchaser;

- (ii) the Monitor understands that the Assigned Contracts are essential to the efficient and effective operation of the Mastermind Toys business in the manner intended by the Purchaser;
- (iii) the Purchaser, through its counsel, has provided written confirmation of its ability to pay and perform the obligations under the Assigned Contracts subject to the proposed Assignment Order, including the Cure Costs that the Purchaser has covenanted to pay under the APA;
- (iv) the Monitor understands that CIBC is supportive of the proposed Assignment Order; and
- (v) the Monitor understands that the Mastermind Entities have made or will make best efforts to provide notice of the proposed Assignment Order to each of the counterparties to the Assigned Contracts.

5.8 As previously referenced, the Mastermind Entities intend to disclaim or terminate any agreements or informal arrangements to which they are party that are not Assigned Contracts and for which they will have no further use as of the Closing Date.

6.0 THE ANCILLARY ORDER

Expanded Powers

6.1 The Monitor understands that following the closing of the Transaction, the Mastermind Entities' directors and officers intend to resign. The proposed Ancillary Order therefore expands the Monitor's powers to facilitate the effective and efficient administration of the Mastermind Entities' estates following the closing of the Transaction, the completion of

the CCAA Proceedings (or any subsequent proceeding) and the wind-down of the Mastermind Entities. Specifically, and in addition to the Monitor's powers and duties under the ARIO or any other order of the Court in the CCAA Proceedings, the CCAA and applicable law, effective upon the delivery of the Monitor's Certificate, the Monitor will be authorized and empowered, but not required to, among other things:

- (i) take any and all actions and steps, and execute all agreements, documents, instruments and writings, on behalf of, and in the name of, the Mastermind Entities in order to facilitate the performance of any of the Mastermind Entities' powers or obligations, including, without limitation, under the APA and the Transaction (including any post-closing matters) or any order of the Court, and to carry out the Monitor's duties under the Ancillary Order or any other order of the Court in the CCAA Proceedings;
- (ii) exercise any powers which may be properly exercised by a board of directors of the Mastermind Entities;
- (iii) engage, retain, or terminate or cause the Mastermind Entities to engage, retain or terminate the services of any officer, employee, consultant, agent, representative, advisor, or other persons or entities, as the Monitor deems necessary or appropriate to assist with the exercise of the Monitor's powers and duties, including as such powers and duties are enhanced under the Ancillary Order;
- (iv) perform or cause the Mastermind Entities to perform such other functions or duties, and enter into or cause the Mastermind Entities to enter into any agreements, disclaim or terminate any agreements or incur any obligations, as the Monitor

considers necessary or desirable in order to facilitate or assist the winding-down or liquidation of the Mastermind Entities, the realization and/or sale of all of the Property not transferred pursuant to the Approval and Vesting Order, the distribution of any net proceeds of such Property and/or the Transaction, or any other related activities, including, without limitation, in connection with (a) developing and conducting a process for the solicitation, determination and resolution of claims against the Mastermind Entities and their present and former directors and officers, and (b) terminating the CCAA Proceedings;

- (v) exercise any shareholder, partnership, joint venture or other rights of the Mastermind Entities;
- (vi) initiate, prosecute, and/or continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Mastermind Entities or the Property;
- (vii) have access to all books and records that are the Property of the Mastermind Entities or that are in the Mastermind Entities' possession or control and the same access as the Mastermind Entities have to any books and records no longer in the Mastermind Entities' control or possession (collectively, the "**Books and Records**");
- (viii) engage, deal, communicate, negotiate, agree and settle with any creditor or other stakeholder of the Mastermind Entities (including, without limitation, any governmental authority) in the name of or on behalf of the Mastermind Entities;

- (ix) claim or cause the Mastermind Entities to claim any and all insurance proceeds or refunds or tax refunds to which either of the Mastermind Entities is entitled that were not transferred pursuant to the Approval and Vesting Order;
- (x) act as an authorized representative of the Mastermind Entities in respect of dealings with any taxing or regulatory authority;
- (xi) file, or take such actions necessary for the preparation and filing of, on behalf of and in the name of the Mastermind Entities, (a) any tax returns, and (b) the Mastermind Entities' employee-related remittances, T4 statements and records of employment for the Mastermind Entities' former employees, in either case, based solely upon the information in the Books and Records and on the basis that the Monitor shall incur no liability or obligation to any person with respect to such returns, remittances, statements, records or other documents;
- (xii) assign the Mastermind Entities, or cause the Mastermind Entities to be assigned, into bankruptcy and to take any steps incidental thereto, and to act (without the obligation to do so) as the licensed insolvency trustee in bankruptcy of each of the Mastermind Entities;
- (xiii) apply to the Court for advice and directions or any further orders necessary or advisable to carry out the Monitor's powers and duties under the Ancillary Order or any other order of the Court granted in the CCAA Proceedings; and
- (xiv) take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligations.

6.2 The proposed Ancillary Order also affords the Monitor customary protections with respect to carrying out its expanded powers and duties, including in connection with certain employee-related liabilities.

6.3 Given the circumstances, the Monitor is of the view that it is best positioned to supervise, and administer the Mastermind Entities' estates and wind-down and that the proposed expansion of its powers is appropriate given, among other things, that:

- (i) as of the Time of Closing (as defined in the APA), the Mastermind Entities will no longer have any directors or officers, active business operations or employees;
- (ii) in view of the Excess Proceeds anticipated to materialize from the Transaction, additional steps in the CCAA Proceedings (or any subsequent proceeding) are required to realize and potentially distribute value to the Mastermind Entities' stakeholders; and
- (iii) without the proposed expansion of the Monitor's powers, no party will have the necessary authority or capacity to administer the Mastermind Entities' estates or their wind-down nor advance and eventually terminate the CCAA Proceedings.

Name Change

6.4 Under the APA, Mastermind LP covenanted and agreed to, among other things:

- (i) use commercially reasonable efforts to, effective after the Time of Closing, change, and cause each of its affiliates to, change its name to a name which does not include the words "Mastermind" or "Mastermind Toys" or any part thereof or any similar words; and

- (ii) seek an order in the CCAA Proceedings to change the style of cause in the CCAA Proceedings to reflect the change of Mastermind LP's name.

- 6.5 Consistent with the terms of the APA, the Approval and Vesting Order authorized and directed the Mastermind Entities to, upon the filing of the Monitor's Certificate, take any appropriate action to change Mastermind LP'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. Since the granting of the Approval and Vesting Order, the Mastermind Entities have determined that the Applicant's name will be changed to "Old MM GP Inc." upon the filing of the Monitor's Certificate.
- 6.6 In accordance with the terms of the APA, the Mastermind Entities seek to amend the style of cause in the CCAA Proceedings pursuant to the proposed Ancillary Order. Such amendment will reflect the Applicant's name change.
- 6.7 Given the terms of the APA and the Approval and Vesting Order, the Monitor is supportive of the Applicant's request that the style of cause in the CCAA Proceedings be amended upon the official change of its legal name to Old MM GP Inc.

WEPP Act Declaration

- 6.8 Subsection 5(1) of the *Wage Earner Protection Program Act*, S.C. 2006, c. 47 s. 1, as amended (the "**WEPP Act**"), provides that an individual is eligible to receive payment under the Wage Earner Protection Program if, among other things: (i) the individual's employment is ended for a reason prescribed by regulation; (ii) the individual is owed eligible wages by a former employee; (iii) the former employer is subject to proceedings

under the CCAA; and (iv) a court determines under subsection 5(5) of the WEPP Act that the criteria prescribed by regulation are met.

- 6.9 Section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the “**WEPP Regulation**”) provides that the Court “may determine whether the former employer is the former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operations”.
- 6.10 As previously discussed, Mastermind LP has provided notice of termination to each of the Terminated Employees and, immediately prior to the Closing Date, will provide notice of termination to those employees that have received offers of employment from the Purchaser. As such, Mastermind LP will have terminated all of its employees immediately prior to the Closing Date. The proposed WEPP Act declaration is intended to ensure that Mastermind LP’s former employees who may be eligible are able to access benefits, such as termination and severance pay, under the WEPP Act at the earliest opportunity.
- 6.11 In light of the foregoing, the Monitor supports the Applicant’s request for a declaration that Mastermind LP is a former employer for the purposes of subsection 5(5) of the WEPP Act. If such declaration is made, the Monitor intends to liaise with the Mastermind Entities to identify all employees that may be eligible for payments under the WEPP Act (the maximum amount of which for 2024 is CAD\$8,507.66) and assist eligible individuals in applying under the Wage Earner Protection Program.

Extension of the Stay Period

- 6.12 The ARIO extended the Stay Period until and including January 26, 2024. Pursuant to the proposed Ancillary Order, the Applicant is seeking a further extension of the Stay Period to and including April 30, 2024.
- 6.13 The Monitor supports the proposed extension of the Stay Period to and including April 30, 2024, for the following reasons:
- (i) the extension of the stay of proceedings will provide the stability and certainty necessary to enable the Mastermind Entities to complete the Transaction, which has an outside date of January 31, 2024;
 - (ii) in addition to facilitating the closing of the Transaction, the stay of proceedings, as extended, will provide the Monitor with the breathing room necessary to exercise its powers and duties under the proposed Ancillary Order, seek approval of the Anticipated Claims Process and administer the Mastermind Entities' estates and wind-down;
 - (iii) the Mastermind Entities anticipate that the Excess Proceeds will provide sufficient liquidity through the extended Stay Period; and
 - (iv) in the Monitor's view, the Mastermind Entities have acted and continue to act in good faith and with due diligence to advance the CCAA Proceedings, complete the Liquidation Sale and consummate the Transaction for the benefit of their stakeholders.

Distribution to CIBC

6.14 Section 3.4(c) of the APA contemplates that immediately following the closing of the Transaction and in accordance with the Illustrative Net Debt Statement (as defined in the APA):

- (i) the aggregate amounts owing by Mastermind LP under the CIBC Credit Agreement will be paid in full out of cash on hand and, to the extent necessary, any proceeds received by Mastermind LP at the Time of Closing; and
- (ii) Mastermind LP will use its surplus cash, if any, and any portion of the Closing Cash Payment representing the AR Amount to pay any outstanding Priority Payables (each as defined in the APA), which Priority Payables includes all of the obligations secured under the DIP Charge.

6.15 Immediately following the Time of Closing, Mastermind LP is expected to be in possession of cash on hand and the proceeds from the Closing Cash Payment, a portion of which will be payable to CIBC in accordance with the APA. Accordingly, pursuant to the proposed Ancillary Order, the Applicant is seeking to authorize Mastermind LP to distribute such amounts to satisfy all obligations owing under the CIBC Credit Agreement and the Forbearance Agreement following the delivery of the Monitor's Certificate. Upon the Distribution being made, all of CIBC's commitments to make loans or otherwise extend credit to the Mastermind Entities under the CIBC Credit Agreement or the Forbearance Agreement will terminate.

6.16 As described in the Pre-Filing Report, the Monitor has previously requested that its counsel, Bennett Jones LLP ("**Bennett Jones**"), and its counsel's local provincial agents,

conduct a review of the security granted by the Mastermind Entities in favour of CIBC in respect of the CIBC Credit Agreement. Subject to the customary qualifications and assumptions set out therein, the Monitor's counsel, and its counsel's local provincial agents, provided written opinions to the Monitor that the security granted by the Mastermind Entities in respect of the CIBC Credit Agreement constitutes valid security, enforceable in accordance with its terms, and perfected by registration in the provinces of Ontario, Alberta, British Columbia, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, and Newfoundland and Labrador to the extent capable under applicable law.

- 6.17 Having regard to the foregoing, the Monitor supports the proposed Distribution to CIBC. As the beneficiary of the DIP Charge – which ranks subordinate only to the Administration Charge and the D&O Charge – and as the Mastermind Entities' senior-secured pre-filing creditor, CIBC has the senior most entitlement to the proceeds subject to the Distribution. Authorizing the Distribution under the proposed Ancillary Order will ensure that Mastermind LP is able to comply with its obligations under the APA and prevent the accumulation of further interest on the Mastermind Entities' obligations under the CIBC Credit Agreement.
- 6.18 Any obligations that may become due in respect of the Administration Charge and the D&O Charge following the proposed Distribution are expected to be secured by the Excess Proceeds.

7.0 CASH FLOW RESULTS RELATIVE TO FORECAST

7.1 Actual receipts and disbursements for the period from November 23, 2023 to December 31, 2023 (the “**Reporting Period**”), as compared to the Cash Flow Forecast attached as Appendix “A” to the Pre-Filing Report, are summarized in the below table.

Cash Flow Variance Report			\$000's
	Budget	Actual	Variance
Receipts			
Sales	29,749	30,249	500
Sales tax collections	3,406	3,447	41
Total Receipts	33,155	33,696	541
Disbursements			
Merchandise vendors	-	-	-
Non-merchandise vendors	(4,222)	(2,316)	1,906
Rent	(1,366)	(1,381)	(15)
Payroll & benefits	(3,202)	(2,994)	208
Restructuring professional fees	(1,007)	(1,247)	(241)
Consultant fees	(828)	(746)	82
Sales tax remittances	(3,594)	180	3,774
Other expenditures	(352)	(178)	174
Total Disbursements	(14,570)	(8,681)	5,889
Net cash flow	18,585	25,014	6,430

7.2 During the Reporting Period:

- (i) total receipts were approximately \$541,000 greater than projected, relatively consistent with forecast;
- (ii) the positive variance in non-merchandise disbursements of \$1.9 million is due primarily to lower than forecast shipping and logistics costs incurred in connection with moving product from the warehouse to individual store locations. At this time,

the Mastermind Entities' management considers this to be a positive variance of which, a portion may reverse in future weeks;

- (iii) within non-merchandise disbursements, approximately \$320,000 of pre-filing supplier payments were made. With the consent of the Monitor, these disbursements were made in accordance with the ARIO in order to release critical inventory held at a third-party warehouse, which inventory was subject to a lien claim under the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25, as amended; and
- (iv) the remaining positive variance in total disbursements of approximately \$4.0 million is expected to reverse and is due primarily to the collection of a sales tax refund and timing variances for the remittance of November and December sale tax.

7.3 Overall, during the Reporting Period, the Mastermind Entities experienced a positive net cash flow variance of approximately \$6.4 million, a portion of which is anticipated to decline as described above.

7.4 As at December 31, 2023, the Mastermind Entities were holding a positive cash balance of approximately \$4.2 million. In addition, as at December 31, 2023, the Mastermind Entities borrowings can be summarized as follows:

Borrowings under CIBC Credit Facility			\$000's
	Budget	Actual	Variance
Pre-Filing Revolver Facility (incl. BCAP)	--	--	--
Post-Filing Revolver Facility ²	3,389	705	2,684
Total Borrowings	3,389	705	2,684

8.0 ACTIVITIES OF THE MONITOR SINCE THE SECOND REPORT

8.1 Since the date of the Second Report, the primary activities of the Monitor have included the following:

- (i) liaising with and assisting the Mastermind Entities and the Purchaser and each of their respective counsel in connection with the anticipated closing of the Transaction;
- (ii) attending regular update calls with CIBC;
- (iii) assisting the Mastermind Entities with communications to employees, suppliers, landlords and other parties;
- (iv) monitoring the Mastermind Entities' cash receipts and disbursements, and assisting in preparing weekly cash flow variance reporting;
- (v) responding to inquiries from stakeholders, including addressing questions or concerns of parties who contacted the Monitor on the hotline number or email account established by the Monitor for the CCAA Proceedings;

² Borrowings under the Post-Filing Revolver Facility only are secured by the DIP Charge.


- (vi) assisting the Mastermind Entities with the preparation of materials requested by the CRA to conduct their limited scope HST audit;
- (vii) reviewing and providing the Monitor's views on various closing documents, including the Amendment Agreement and the Assignment Agreement;
- (viii) posting non-confidential materials filed with the Court to the Case Website; and
- (ix) with the assistance of Bennett Jones, preparing this Third Report.

9.0 CONCLUSIONS AND RECOMMENDATIONS

- 9.1 For the reasons set out in this Third Report, the Monitor respectfully recommends that the Court grant the relief requested by the Applicant.

All of which is respectfully submitted to the Court this 8th day of January, 2024.

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

Per: 
Josh Nevsky
Senior Vice-President

**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.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

THIRD REPORT OF THE MONITOR

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personal or corporate capacity

APPENDIX E
FOURTH REPORT OF THE MONITOR (WITHOUT APPENDICES)

See attached.

**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 OLD MM GP INC.**

**FOURTH REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.**

FEBRUARY 28, 2024

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
2.0	PURPOSE OF THIS REPORT	4
3.0	TERMS OF REFERENCE AND DISCLAIMER	5
4.0	UPDATES SINCE THE DATE OF THE THIRD REPORT	6
5.0	PROPOSED CLAIMS PROCEDURE	9
6.0	EXTENSION OF THE STAY PERIOD.....	15
7.0	ACTIVITIES OF THE MONITOR SINCE THE THIRD REPORT.....	17
8.0	CONCLUSIONS AND RECOMMENDATIONS.....	18

APPENDICES

Appendix “A” – Approval and Vesting Order dated December 13, 2023

Appendix “B” – Assignment Order dated January 12, 2024

Appendix “C” – Ancillary Order dated January 12, 2024

Appendix “D” – Third Report of the Monitor dated January 8, 2024

1.0 INTRODUCTION

- 1.1 On November 23, 2023, Old MM GP Inc. (f/k/a Mastermind GP Inc.) (the “**Applicant**”) was granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). Among other things, the Initial Order appointed Alvarez & Marsal Canada Inc. as monitor (in such capacity, the “**Monitor**”) in the CCAA Proceedings (the “**CCAA Proceedings**”).
- 1.2 The Initial Order also extended the stay of proceedings and other protections and authorizations to Old MM LP (f/k/a Mastermind LP) (together with Old MM GP Inc., the “**Debtor Companies**”). Old MM GP Inc. is the general partner of Old MM LP.
- 1.3 The Debtor Companies commenced the CCAA Proceedings to provide the stability and flexibility necessary to allow them to pursue a value maximizing going concern sale transaction, while also implementing a liquidation and closure of a sub-set of store locations. In furtherance of these objectives and as explained in the Prior Reports (as defined below), Old MM LP entered into an asset purchase agreement dated as of December 1, 2023 (the “**APA**”) with Unity Acquisitions Inc. (“**Unity**”) or its permitted assignee, Mastermind Toys Inc., as purchaser (the “**Purchaser**”), for the sale of its assets and business, and with the assistance of Gordon Brothers Canada ULC (the “**Consultant**”), implemented a liquidation sale at 18 store locations (the “**Liquidation Sale**”).
- 1.4 On December 13, 2023, the Applicant obtained an order (the “**Approval and Vesting Order**”), among other things:

- (i) approving the APA and the going concern transaction contemplated thereunder (the “**Transaction**”); and
- (ii) upon the delivery of a certificate to Old MM LP and the Purchaser or their respective counsel substantially in the form attached as Schedule “A” to the Approval and Vesting Order (the “**Monitor’s Certificate**”), vesting all of Old MM LP’s right, title and interest in and to the Purchased Assets (as defined in the APA) in the Purchaser free and clear of all claims and encumbrances other than the Permitted Encumbrances (as defined in the APA).

1.5 On January 12, 2024, the Applicant obtained the following additional relief to effectuate the Transaction and advance the CCAA Proceedings:

- (i) an order pursuant to section 11.3 of the CCAA (the “**Assignment Order**”), among other things, assigning, conveying and transferring to the Purchaser the rights and obligations of the Debtor Companies under the Assigned Contracts (as defined in the Assignment Order);
- (ii) an order (the “**Ancillary Order**”), which, among other things:
 - (a) granted the Monitor expanded powers and certain additional protections;
 - (b) declared that Old MM LP meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 and that Old MM LP’s former employees are eligible to receive payments under and in accordance with the *Wage Earner Protection Program Act*, S.C. 2006, c. 47 s. 1, as amended (the “**WEPP Act**”);

- (c) extended the Stay Period (as defined in the ARIO) to and including April 30, 2024;
- (d) amended the title of the CCAA Proceedings upon the Debtor Companies' official name changes following the closing of the Transaction;
- (e) authorized and directed the Monitor to distribute to CIBC any amounts required to satisfy the obligations owing under the CIBC Credit Agreement and the Forbearance Agreement (as defined in the ARIO) upon the delivery of the Monitor's Certificate in accordance with the Approval and Vesting Order and the APA (the "**Distribution**"); and
- (f) terminated and released the DIP Charge and the KERP Charge (each as defined in the ARIO) upon Old MM LP making the Distribution.

1.6 Copies of the Approval and Vesting Order, Assignment Order and Ancillary Order are attached hereto as Appendices "A", "B" and "C", respectively.

1.7 Additional details regarding the Debtor Companies and the circumstances leading to the CCAA Proceedings are set out in the Pre-Filing Report of the Proposed Monitor dated November 22, 2023 (the "**Pre-Filing Report**"), the First Report of the Monitor dated November 29, 2023 (the "**First Report**"), the Second Report of the Monitor dated December 10, 2023 (the "**Second Report**") and the Third Report of the Monitor dated January 8, 2024 (the "**Third Report**" and collectively with the Pre-Filing Report, the First Report and the Second Report, the "**Prior Reports**"). The Prior Reports and other Court-filed documents in the CCAA Proceedings are available on the Monitor's case website at:

www.alvarezandmarsal.com/Mastermind (the “**Case Website**”). For ease of reference, a copy of the Third Report (without appendices) is attached as Appendix “D”.

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this Fourth Report is to provide the Court with information regarding the following:

- (i) certain updates with respect to the CCAA Proceedings since the date of the Third Report;
- (ii) the Monitor’s motion for an order (the “**Claims Procedure Order**”), among other things:
 - (a) establishing a procedure (the “**Claims Procedure**”) for the identification, quantification and resolution of claims against the Debtor Companies and their present and former directors and officers (collectively, “**Directors/Officers**”); and
 - (b) extending the Stay Period to and including October 31, 2024;
- (iii) the activities of the Monitor since the date of the Third Report; and
- (iv) the Monitor’s conclusions and recommendations in connection with the foregoing, as applicable.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this Fourth Report, A&M, in its capacity as Monitor, has been provided with, and has relied upon, unaudited financial information, books and records and financial information prepared by the Debtor Companies and has held discussions with the former management of the Debtor Companies and their legal counsel (collectively, the “**Information**”). The Monitor notes that:

- (i) it has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CASs**”) pursuant to the *Chartered Professional Accountants Canada Handbook* (the “**CPA Handbook**”) and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
- (ii) some of the information referred to in this Fourth Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

3.2 This Fourth Report is being provided to the Court in support of the relief being sought by the Monitor in its motion for the proposed Claims Procedure Order. Capitalized terms used and not defined in this Fourth Report have the meanings given to them in the Prior Reports or the Claims Procedure Order, as applicable.

3.3 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 UPDATES SINCE THE DATE OF THE THIRD REPORT

The Transaction

4.1 The Transaction contemplated by the APA closed on January 15, 2024 (the “**Closing Date**”). As described in the Prior Reports, the Transaction was expected to and has resulted in:

- (i) the transfer of substantially all of the assets and operations of the Debtor Companies to the Purchaser;
- (ii) the preservation of jobs for the majority of the Debtor Companies’ former employees;
- (iii) the continuation of the “Mastermind Toys” business through the Purchaser;
- (iv) the continued operation of 48 Mastermind Toys retail stores and the Debtor Companies’ former head office/distribution centre, and the preservation of the corresponding leases and relationships with landlords; and
- (v) the repayment in full of all of the obligations that were owing to CIBC.

The Liquidation Sale and the Liquidating Stores

4.2 As described in the Prior Reports and referenced above, the Debtor Companies, with the assistance of the Consultant, implemented the Liquidation Sale with respect to 18 of Old MM LP’s store locations (collectively, the “**Liquidating Stores**”). The Liquidation Sale

concluded, and all of the Liquidating Stores were returned to their respective landlords, on or prior to January 14, 2024.

- 4.3 During the period leading up to Old MM LP's exit from the Liquidating Stores, the Debtor Companies made arrangements to terminate, disclaim or otherwise cease any agreements or informal arrangements with respect to the provision of goods or services to or for the Liquidating Stores. For greater certainty, Old MM LP also issued a notice letter to all service providers to notify them of the termination of such services (the "**Termination Notices**"). The Termination Notices were all delivered on or prior to January 15, 2024.

Employees

- 4.4 As described in the Third Report and in accordance with the APA, the Purchaser offered employment to over 600 of Old MM LP's employees. Of this group, approximately 590 accepted employment and were retained by the Purchaser. Those employees who were either not offered employment or who did not accept their employment offer, as well as a group of temporary employees who were not included in the Transaction, were terminated prior to the Closing Date (collectively, the "**Terminated Employees**").
- 4.5 In connection with the Transaction and as part of Old MM LP's final pay run prior to the Closing Date, Old MM LP paid all of the wages and vacation pay owing to the Terminated Employees. Certain amounts for severance and termination, however, remain owing to the Terminated Employees and are expected to be addressed in accordance with the WEPP Act and in the Claims Procedure.

Amounts Paid on Closing

Excess Proceeds

- 4.6 As described in the Third Report, the Transaction was anticipated to result in Excess Proceeds to be held by the Monitor for the benefit of the Debtor Companies estates in the CCAA Proceedings, including any costs to administer the CCAA Proceedings.
- 4.7 As of the date of this Fourth Report, the Monitor is holding approximately \$2.3 million in Excess Proceeds. It is intended that the Excess Proceeds, less any applicable administrative costs, will be made available for distribution to claimants with proven claims in the Claims Procedure, subject to further order of this Court.

Priority Payables Amount

- 4.8 Pursuant to the APA, the Purchaser also paid to Old MM LP the Priority Payables Buyer Contribution (as defined in the APA) in the amount of \$2.4 million on the closing of the Transaction.
- 4.9 As described in the Third Report, Old MM LP will use the Priority Payables Buyer Contribution to pay all remaining Priority Payables (as defined in the APA) that were outstanding prior to the Closing Date.
- 4.10 As of the date of this Fourth Report, the Monitor has disbursed approximately \$1.4 million from the Priority Payables Buyer Contribution. The remaining balance of \$1 million is anticipated to be disbursed to pay remaining Priority Payables, with any remaining balance being returned to the Purchaser pursuant to the APA.

5.0 PROPOSED CLAIMS PROCEDURE

Overview

- 5.1 The purpose of the proposed Claims Procedure is to establish a process for the identification, quantification, and resolution of claims against the Debtor Companies and the Directors/Officers.
- 5.2 The proposed Claims Procedure includes a “negative claims process” for certain Known Claimants. Specifically, the proposed Claims Procedure permits the Monitor to elect to deliver a General Claim Statement, Employee Claim Statement or Landlord Claim Statement to Known Claimants setting out the classification, nature and amount of each such Known Claimant’s Claim (each, a “**Listed Claim**”) by including a Claim Statement in the Claims Package delivered to such Known Claimants (each, a “**Listed Claimant**”). A Listed Claimant who agrees with its Listed Claim is not required to take further action. A Listed Claimant wishing to dispute its Listed Claim is required to deliver a Notice of Dispute of Claim Statement to the Monitor no later than the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable. Should the Listed Claimant fail to take the requisite steps to dispute its Listed Claim, its Claim will be limited to the classification, nature and amount of the Listed Claim set out in the Claim Statement or Amended Claim Statement provided to it. Any Claimants (or potential Claimants), including Listed Claimants, that wish to assert a Pre-Filing Claim or a Restructuring Period Claim other than a Listed Claim must file a Proof of Claim as prescribed by the proposed Claims Procedure Order.

5.3 Certain key steps and timelines described in the proposed Claims Procedure Order are summarized in the table below:

Timeframe	Activity
March 8, 2024	Scheduled date for the hearing of the motion seeking the proposed Claims Procedure Order
No later than five (5) Business Days following the granting of the Claims Procedure Order	Claims Packages to be sent by the Monitor, on behalf of the Debtor Companies, to each of the Known Claimants
April 19, 2024	Claims Bar Date for the filing of Prefiling Claims and Director/Officer Claims
The later of (i) the Claims Bar Date and (ii) the date that is ten (10) Business Days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim	Restructuring Period Claims Bar Date for the filing of Restructuring Period Claims

Claims

5.4 In addition to Known Claimants and as set out in greater detail in the proposed Claims Procedure Order, the Monitor, on behalf of the Debtor Companies, will solicit the following Claims from all other Claimants (or potential Claimants):

- (i) *Prefiling Claims*: Being, generally, any right or claim of any Person against the Debtor Companies (or either of them) in connection with any indebtedness, liability or obligation of any kind whatsoever that was in existence on the Filing Date (i.e., November 23, 2023);
- (ii) *Restructuring Period Claims*: Being, generally, any right or claim of any Person against the Debtor Companies (or either of them) arising out of the restructuring, disclaimer, termination or breach by the Debtor Companies (or either of them) on

or after the Filing Date of any contract, lease or other agreement or arrangement, whether written or oral; and

- (iii) *Director/Officer Claims*: Being, generally, any existing or future right or claim of any Person against one or more of the Directors/Officers, however arising, for which such Directors/Officers are by statute or otherwise by law or equity, liable to pay in their capacities as Directors or Officers, as applicable.

5.5 The proposed Claims Procedure Order does not apply to any Excluded Claim, being:

- (i) any Assumed Liabilities;
- (ii) any Claim secured by any of the Charges;
- (iii) any claim enumerated in subsections 5.1(2) and 19(2) of the CCAA; and
- (iv) any Excluded Claim arising through subrogation.

5.6 Pursuant to the proposed Claims Procedure Order, the Monitor shall be authorized and empowered to assist any Claimant, including any Employee in the filing of a Proof of Claim.

Claims Bar Dates

5.7 It is proposed that any Claimant asserting a Prefiling Claim or a Director/Officer Claim be required to file a Proof of Claim with the Monitor by no later than 5:00 p.m. (Eastern Prevailing Time) on the Claims Bar Date (i.e., April 19, 2024) or such later date as the Court may otherwise direct, failing which the Claim of such Claimant will be forever extinguished and such Claimant barred from asserting or enforcing any such Claim. The

Monitor believes that the Claims Bar Date is reasonable in that it provides sufficient time from the date of the Claims Procedure Order and receipt of the Claims Package for potential Claimants to evaluate and submit any Prefiling Claim or Director/Officer Claim they may have.

- 5.8 It is proposed that any Claimant asserting a Restructuring Period Claim be required to file a Proof of Claim with the Monitor by the later of: (a) ten (10) Business Days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Period Claim; and (b) the Claims Bar Date, or such later date as the Court may otherwise direct, failing which the Claim of such Claimant will be forever extinguished and such Claimant barred from asserting or enforcing any such Claim. The Monitor believes that the Restructuring Period Claims Bar Date is reasonable in that it provides sufficient time from the date a Claims Package is sent to a Claimant to evaluate and submit any Restructuring Period Claim they may have.

Notice

- 5.9 The proposed Claims Procedure Order directs that the Monitor will do the following to provide notice of the Claims Procedure:
- (i) by no later than five (5) Business Days following the granting of the Claims Procedure Order, cause a Claims Package to be sent, on behalf of the Debtor Companies, to each of the Known Claimants;
 - (ii) as soon as practicable after the date of the Claims Procedure Order, cause the Notice Letter, to be published once in *The Globe and Mail* (National Edition);

- (iii) as soon as practicable after the date of the Claims Procedure Order, post a copy of the following on the Case Website: (a) the Claims Procedure Order; (b) the Monitor's Motion Record in respect of the Claims Procedure Order; and (c) the Claims Package;
- (iv) deliver, as soon as reasonably possible following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Claimant and requesting such material in writing;
- (v) with respect to any notices of disclaimer delivered to potential Claimants by or on behalf of the Debtor Companies after the date of the Claims Procedure Order, deliver an accompanying Claims Package; and
- (vi) upon becoming aware of any other circumstance giving rise to a Restructuring Period Claim, send a Claims Package to the applicable Claimant or direct such Claimant to the documents posted on the Case Website in respect of such Restructuring Period Claim.

Assessment and Determination of Claims

- 5.10 Pursuant to the proposed Claims Procedure Order, the Monitor will review all Proofs of Claim received on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, and accept, revise or disallow the classification, nature, and/or amount of each Claim. If the Monitor intends to revise or disallow a Claim, in whole or in part, the

Monitor will notify the Claimant by sending a Notice of Revision or Disallowance along with the reasons for such revision or disallowance.

- 5.11 Any Claimant who intends to dispute a Notice of Revision or Disallowance must send written notice to the Monitor by completing a Notice of Dispute of Revision or Disallowance by no later than 5:00 p.m. (Eastern Prevailing Time) on the date that is fourteen (14) Calendar Days after the date the Monitor sends the Notice of Revision or Disallowance to the applicable Claimant.
- 5.12 Any Claimant that receives a Notice of Revision or Disallowance that does not file a Notice of Dispute of Revision or Disallowance with the Monitor within the prescribed fourteen (14) Calendar Day time period shall be deemed to have accepted the classification, amount and nature of the Claim as set out in the Notice of Revision or Disallowance for voting and distribution purposes, as applicable. In such circumstances, all of the Claimant's rights to dispute same or to otherwise assert or pursue the Claim in an amount that exceeds the amount set forth in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.
- 5.13 In the event that a dispute raised in a Notice of Dispute of Revision or Disallowance or Notice of Dispute of Claim Statement is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor shall so notify the Claimant or Listed Claimant, as applicable. Thereafter, the Monitor shall refer the Disputed Claim to the Court or to such alternative dispute resolution proceeding as may be ordered by the Court or agreed to by the Monitor and the applicable Claimant or Listed Claimant, as the case may be. The Court

or the Person or Persons conducting the alternative dispute resolution proceeding, as the case may be, shall resolve the dispute.

D&O Indemnity Claims

- 5.14 To the extent that any Claim filed in accordance with the Claims Procedure Order includes a Director/Officer Claim, a corresponding D&O Indemnity Claim shall be deemed to have been filed in respect of each Director/Officer Claim prior to the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable. The applicable Directors/Officers shall not be required take any action or to file a Proof of Claim in respect of any such D&O Indemnity Claim.

Claims Barred and Extinguished

- 5.15 The proposed Claims Procedure Order provides that any Person that does not deliver a Proof of Claim to the Monitor on or before the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable: (a) shall not be entitled to attend or vote at a Meeting in respect of such Claim; (b) shall not be entitled to receive any distribution in respect of such Claim pursuant to a Plan or otherwise; (c) shall not be entitled to any further notice in the CCAA Proceedings (unless it has otherwise sought to be included on the Service List); and (d) shall be forever barred from making or enforcing such Claim, and such Claim shall be extinguished without any further act or notification.

6.0 EXTENSION OF THE STAY PERIOD

- 6.1 The Ancillary Order extended the Stay Period until and including April 30, 2024. Pursuant to the proposed Claims Procedure Order, the Monitor is seeking a further extension of the Stay Period to and including October 31, 2024.

- 6.2 In the Monitor's view, the Debtor Companies have acted in good faith and with due diligence to, among other things, implement and complete the Liquidation Sale and the Transaction since the granting of the Initial Order. Further, under the Monitor's direction, the Debtor Companies have continued to act in good faith and with due diligence since the closing of the Transaction to address post-closing matters and facilitate the Monitor's development of the proposed Claims Procedure and identification of all of Old MM LP's former employees that may be eligible for payments under the WEPP Act.
- 6.3 The proposed extension of the Stay of Proceedings will maintain the *status quo* and provide the breathing room and stability necessary to, among other things:
- (i) complete the proposed Claims Procedure and resolve any disputed Claims therein in accordance with the Claims Procedure Order; and
 - (ii) allow the Monitor, exercising its powers under the Ancillary Order, to seek approval of one or more distributions to the Debtor Companies' creditors and otherwise administer the Debtor Companies' estates and wind-down.
- 6.4 Given the ample Excess Proceeds, the Debtor Companies are forecast to have sufficient liquidity throughout the Stay Period.
- 6.5 Taken together, the Monitor is of the view that the proposed extension of the Stay of Proceedings is reasonable and appropriate in the circumstances. The Monitor is not aware of any creditor that would be materially prejudiced by the proposed extension of the Stay of Proceedings.

7.0 ACTIVITIES OF THE MONITOR SINCE THE THIRD REPORT

7.1 Since the date of the Third Report, the primary activities of the Monitor have included the following:

- (i) liaising with and assisting the Debtor Companies and the Purchaser and their respective counsel in connection with the closing of the Transaction;
- (ii) assisting the Debtor Companies with communications to employees, suppliers, landlords and other parties in connection with the closing of the Transaction;
- (iii) making required payments on behalf of the Debtor Companies from the Excess Proceeds and Priority Payables Buyer Contribution;
- (iv) assisting the former management of the Debtor Companies with the preparation of materials requested by the CRA to conduct its limited scope HST audit;
- (v) preparing for and attending the hearing of the Applicant's motion for the Assignment Order and the Ancillary Order on January 12, 2024;
- (vi) delivering the Monitor's Certificate on January 15, 2024;
- (vii) engaging in discussions with Service Canada and the Monitor's counsel, Bennett Jones LLP, on eligibility periods under the WEPP Act and the application of the WEPP Act in the CCAA Proceedings;
- (viii) responding to inquiries from stakeholders, including addressing questions and concerns of parties who contacted the Monitor on the hotline number or email account established by the Monitor for the CCAA Proceedings;

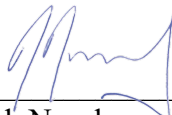
- (ix) posting non-confidential materials filed with the Court to the Case Website; and
- (x) with the assistance of Bennett Jones LLP, preparing the proposed Claims Procedure Order and this Fourth Report.

8.0 CONCLUSIONS AND RECOMMENDATIONS

- 8.1 For the reasons set out in this Fourth Report, the Monitor respectfully recommends that the Court grant the proposed Claims Procedure Order.

All of which is respectfully submitted to the Court this 28th day of February, 2024.

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

Per: 

Josh Nevsky
Senior Vice-President

**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
OLD MM GP INC.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

FOURTH REPORT OF THE MONITOR

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Counsel for Alvarez & Marsal Canada Inc.,
solely in its capacity as Monitor and not in its
personal or corporate capacity

APPENDIX F
CLAIMS PROCEDURE ORDER

See attached.

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

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

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

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

(the “**Applicant**”)

CLAIMS PROCEDURE ORDER

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

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

SERVICE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERPRETATION

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

ROLE OF THE MONITOR

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

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

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

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

NOTICE TO CLAIMANTS

14. **THIS COURT ORDERS** that:

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

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

CLAIMS PROCEDURE FOR CLAIMANTS

A. Proofs of Claim

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

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

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

B. Listed Claims

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

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

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

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

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

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

C. Adjudication of Claims Against the Debtor Companies

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

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

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

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

D. Resolution of Claims

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

E. D&O Indemnity Claims

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

CLAIMS BARRED

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

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

EXCLUDED CLAIMS

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

SET-OFF

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

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

NOTICE OF TRANSFEREES

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

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

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

SERVICE AND NOTICE

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

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

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

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

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

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

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

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

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

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

STAY EXTENSION

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

MISCELLANEOUS

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

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

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

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

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

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

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



Digitally signed
by Jana Steele
Date: 2024.03.08
12:31:38 -05'00'

SCHEDULE “A”

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

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

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE

I. CLAIMS PROCEDURE

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

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

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

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

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

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

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

Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

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

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

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

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

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

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

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

III. FOR KNOWN CLAIMANTS WHO RECEIVE A CLAIM STATEMENT

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

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

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

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

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

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

SCHEDULE “B”

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

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

NOTICE LETTER FOR THE CLAIMS PROCEDURE

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

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

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

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

I. SUBMISSION OF A PROOF OF CLAIM

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

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

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

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

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

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

II. KNOWN CLAIMANTS RECEIVING A CLAIM STATEMENT

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

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

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

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

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

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

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

III. MONITOR CONTACT INFORMATION

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

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

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

SCHEDULE “C”

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

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

PROOF OF CLAIM

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

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

_____ (the “**Claimant**”)

2. Full Mailing Address of the Claimant:

3. Telephone Number:

4. Email Address:

5. Attention (Contact Person):

6. Have you acquired this Claim by assignment?

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

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

II. PROOF OF CLAIM:

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

_____ do hereby certify:
(city and province)

(a) that I [check (✓) one]

☐ am the Claimant; OR

☐ am _____ (state position or title) of

(name of Claimant)

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

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

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

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

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

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

III. PARTICULARS OF CLAIM

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

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

IV. FILING OF CLAIM

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

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

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

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

Royal Bank Plaza, South Tower

200 Bay Street, Suite 2900

P.O. Box 22

Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

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

DATED at _____ this _____ day of _____, 2024.

Signature of Claimant or its Authorized
Signatory

SCHEDULE “D-1”

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

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

GENERAL CLAIM STATEMENT

Claim Reference Number: [Insert Claim Reference Number]

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

[Insert Address of Known Claimant]

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

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

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

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

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

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

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

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

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

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

Royal Bank Plaza, South Tower

200 Bay Street, Suite 2900

P.O. Box 22

Toronto, Ontario, M5J 2J1

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

SCHEDULE “D-2”

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

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

EMPLOYEE CLAIM STATEMENT

Claim Reference Number: [Insert Claim Reference Number]

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

[Insert Address of Known Claimant]

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

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

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

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

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

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

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

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

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

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

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

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

SCHEDULE “D-3”

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

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

LANDLORD CLAIM STATEMENT

Claim Reference Number: [Insert Claim Reference Number]

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

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

[Insert Address of Known Claimant]

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

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

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

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

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

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

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

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

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

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

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

SCHEDULE “E”

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

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

NOTICE OF REVISION OR DISALLOWANCE

TO: [name and address of Claimant]

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

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

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

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

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

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

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

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

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

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

DATED this _____ day of _____, 2024.

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

Per: _____

SCHEDULE “F”

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

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

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

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

I. PARTICULARS OF CLAIMANT

Full Legal Name of Claimant:

Full Mailing Address of Claimant:

Telephone Number:

Email Address:

Attention (Contact Person):

Have you acquired this Claim by assignment?

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

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

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

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

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

III. REASONS FOR DISPUTE

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

DATED this _____ day of _____, 2024.

Signature of Claimant or its Authorized
Signatory

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

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

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

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

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

SCHEDULE “G”

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

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

NOTICE OF DISPUTE OF CLAIM STATEMENT

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

I. PARTICULARS OF LISTED CLAIMANT

Full Legal Name of Listed Claimant:

Full Mailing Address of Listed Claimant:

Telephone Number:

Email Address:

Attention (Contact Person):

Have you acquired this Listed Claim by assignment?

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

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

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

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

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

III. REASONS FOR DISPUTE

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

DATED this _____ day of _____, 2024.

Signature of Listed Claimant or its
Authorized Signatory

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

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

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

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

Phone: +1 416-847-5194

Email: Mastermind@alvarezandmarsal.com

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

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

Applicant

	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto
	CLAIMS PROCEDURE ORDER
	BENNETT JONES LLP 3400 One First Canadian Place P.O. Box 130 Toronto, Ontario M5X 1A4 Sean Zweig (LSO# 57307I) Tel: (416) 777-6254 Email: zweigs@bennettjones.com Joshua Foster (LSO# 79447K) Tel: (416) 777-7906 Email: fosterj@bennettjones.com Milan Singh-Cheema (LSO# 88258Q) Tel: (416) 777-5527 Email: singhcheemam@bennettjones.com Lawyers for Alvarez & Marsal Canada Inc., solely in its capacity as the Court-appointed Monitor and not in its personal or corporate capacity

APPENDIX G
NOTICE LETTER

See attached.

Countries closing in on digital currencies

Think tank highlighted U.S. is falling increasingly behind in new report

LONDON

A total of 134 countries representing 98 per cent of the global economy are now exploring digital versions of their currencies, with more than half in advanced development, pilot or launch stages, a closely followed study on Thursday showed.

The research by the U.S.-based Atlantic Council think tank highlighted that all G20 countries with

the exception of Argentina are now in one of those far-along phases, although, notably, the United States is falling increasingly behind.

While still inching forward on a banks-only "wholesale" digital dollar, one for the wider U.S. population now looked "stalled," the report said, with Federal Reserve chief Jerome Powell saying this month, "nothing like that is remotely close to happening."

U.S. President Joe Biden ordered officials to look into a digital dollar in 2022 but it has become a divisive political issue with Mr. Biden's Republican rival in this year's U.S. election race, Donald Trump, vowing not to allow it.

"The biggest headline here is that the divergence between the world's largest central banks over CBDs (Central Bank Digital Currency) is growing," the Atlantic Council's Josh Lipsky said, pointing to how much further ahead China, Europe and Japan were.

Supporters say digital currencies will allow new functionality and provide an alternative to physical cash, which seems in terminal decline. But they have also fuelled protests in a number of countries over the potential for government snooping.

The risk of the U.S. lagging behind was "a more fractured international payments system," Mr. Lipsky added, saying Washington could also lose some of its global

finance clout if other countries press on and set the new standards around CBDs.

Some 36 pilot projects are now under way including China's e-CNY which is being trialled with 260 million people across 25 cities, and in Europe where the European Central Bank (ECB) is six months into digital euro "preparation" work.

The Bahamas, Jamaica and Nigeria already have theirs fully up and running although the Eastern Caribbean Currency Union – consisting of eight countries – recently became the first to switch one off after problems left users unable to access digital wallets. The report also showed how work on wholesale CBDs had doubled

since Russia's 2022 invasion of Ukraine and subsequent G7 sanctions response.

Thirteen cross-border wholesale projects are currently under way. All BRICS member states – Brazil, Russia, India, China and South Africa – are at advanced stages and Mr. Lipsky predicted there would be a further push by the bloc this year at a summit in Russia for alternative payment systems to the dollar.

They could all be part of an avalanche of major launches by 2027 as could the ECB, whose current pilot scheme is viewed as a potential blueprint for other leading major economies.

REUTERS

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LEGALIS

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

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

NOTICE LETTER FOR THE CLAIMS PROCEDURE

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

This notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) March 8, 2024 (the "Claims Procedure Order") in Old MM GP Inc.'s (1/4/2 Mastermind GP Inc.) and Old MM LP's (1/4/2 Mastermind LP) (together, the "Debtor Companies") proceedings under the Companies' Creditors Arrangement Act (Canada).

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

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

I. SUBMISSION OF A PROOF OF CLAIM

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

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

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

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

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

Reference should be made to the Claims Procedure Order for the complete definitions of "Claim", "Prefiling Claim", "Restructuring Period Claim" and "Director/Officer Claim" to which the Claims Procedure applies.

II. KNOWN CLAIMANTS RECEIVING A CLAIM STATEMENT

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

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

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

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

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

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

III. MONITOR CONTACT INFORMATION

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

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Old MM GP Inc. and Old MM LP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2500
P.O. Box 22
Toronto, Ontario, M5J 2J1
Phone: +1 416-947-5194
Email: Mastermind@alvarezandmarsal.com

Court File No. CV-24-00736267-CL

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 ("CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SKYLINK EXPRESS INC.

NOTICE PURSUANT TO THE CCAA (Section 23 (1)(a))

NOTICE is hereby given that on March 11, 2024 the Ontario Superior Court of Justice issued an initial order ("Initial Order") pursuant to the CCAA in respect of Skylink Express Inc. (the "Applicant") declaring the Applicant to be a company to which the CCAA applies (the "CCAA Proceedings").

KSV Restructuring Inc. ("KSV") has been appointed as the Monitor in the CCAA Proceedings. Information regarding the CCAA Proceedings is available on the Monitor's website at <https://www.ksvadvisors.com/experience/case/skylink> and may also be obtained from Jordan Wong of KSV at jwong@ksvadvisory.com or 416-932-6025.

DATED at Toronto, Ontario this 15th day of March, 2024.



KSV RESTRUCTURING INC.
MONITOR
220 Bay Street, Suite 1300, Box 20
Toronto, Ontario M5J 2W4
T 416 932 6262 | F 416 932 6266

NOTICE CONCERNING THE TERMINATION OF THE PENSION PLAN FOR EMPLOYEES OF NORTHERN TRANSPORTATION COMPANY LIMITED OSFI Registration No: 55775 REFERRED TO AS (THE "NTCL Plan")

This notice concerns former employees of Northern Transportation Company Limited and NorTerra Inc. employees who were members of the NTCL Plan. The NTCL Plan was terminated as of March 31, 2020 and the Administrator will be distributing the plan assets to all eligible members.

Notice is hereby given to any persons who have not been contacted previously by TELUS Health (formerly LifeWorks/Morneau Shepell), the appointed Administrator for the NTCL Plan, and who believe they have pension benefits and rights as at March 31, 2020 under the NTCL Plan or under the Federal Pension Benefits Standards Act to present their claims to the Administrator before April 12, 2024, at the following address:

Attn: Northern Transportation Company Limited
895 Don Mills Rd. Suite 100
Toronto, ON M3C 1W3

For inquiries:

Please call Rose Valentino at 437-703-9467

Or email rosephine.valentino@telushealth.com

TELUS Health in its capacity as Administrator of the Pension Plan for Employees of the Northern Transportation Company Limited and not in its personal capacity.

DIVIDENDS



DIVIDEND NOTICE

Dividends on the following shares of Royal Bank of Canada have been declared for the current quarter payable on and after May 24, 2024, to shareholders of record at the close of business on April 25, 2024.

Common Shares, Dividend No. 547 of \$1.38 per share

Non-Cumulative First Preferred Shares

- | | | |
|-----------------------------|----|------------------------|
| • Series AZ Dividend No. 41 | of | \$0.23125 per share. |
| • Series BB Dividend No. 40 | of | \$0.228125 per share. |
| • Series BD Dividend No. 37 | of | \$0.20 per share. |
| • Series BF Dividend No. 36 | of | \$0.1875 per share. |
| • Series BH Dividend No. 35 | of | \$0.30625 per share. |
| • Series BI Dividend No. 35 | of | \$0.30625 per share. |
| • Series BO Dividend No. 22 | of | \$0.3678125 per share. |

By Order of the Board of Directors

Karen McCarthy
Senior Vice-President, Associate General Counsel
and Secretary

February 28, 2024

Dividends

Notice is hereby given that the following dividends have been declared. All amounts shown are in Canadian dollars unless otherwise specified.

Issuer	Issue	Record Date	Payable Date	Rate
Airbus of America Corp.	Common	Mar. 28, 2024	Apr. 15, 2024	\$0.07
Bonharder Inc.	Pref. Series 2	Mar. 28, 2024	Apr. 15, 2024	Floating
Martineau International Inc.	Common	Mar. 31, 2024	Apr. 15, 2024	\$0.05
Northland Power Inc.	Common	Mar. 28, 2024	Apr. 15, 2024	\$0.10
Northland Power Inc.	Pref. Series 1	Mar. 20, 2024	Mar. 28, 2024	\$0.2001
Northland Power Inc.	Pref. Series 2	Mar. 20, 2024	Mar. 28, 2024	\$0.4887

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APPENDIX H
FEE AFFIDAVIT OF JOSH NEVSKY

See attached.

**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
OLD MM GP INC.**

Applicant

**FEE AFFIDAVIT
(Sworn August 12, 2024)**

I, Josh Nevsky, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Managing Director of Alvarez & Marsal Canada Inc. ("**A&M**"), the Court-appointed monitor in the above-noted proceeding (in such capacity, the "**Monitor**"). As such, I have personal knowledge of the matters to which I hereinafter depose in this Affidavit. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all cases, believe it to be true.

2. A&M was appointed as Monitor pursuant to an initial order granted by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 on November 23, 2023 (as amended and restated on November 30, 2023, the "**ARIO**"). The Monitor retained Bennett Jones LLP as its counsel in these proceedings.

3. Pursuant to paragraph 33 of the ARIO, the Monitor and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether

incurred prior to, on or subsequent to the date of the ARIO, by the Mastermind Entities (as defined in the ARIO) as part of the costs of these proceedings. Pursuant to paragraph 34 of the ARIO, the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are referred to the Court.

4. Attached hereto as **Exhibit “A”** are copies of the invoices rendered by A&M (the “**A&M Accounts**”) in respect of this matter for the period from November 19, 2023 to August 3, 2024 (the “**A&M Application Period**”). The A&M Accounts have been redacted to address matters of confidentiality or privilege. Nothing in this Affidavit or its exhibits is intended to constitute a waiver of any applicable privilege.

5. Attached hereto as **Exhibit “B”** is a summary of the A&M Accounts in respect of the A&M Application Period.

6. Attached hereto as **Exhibit “C”** is a summary of the hours incurred by, and standard hourly rates of, the A&M personnel involved in this matter.

7. A&M expended a total of 1,155.9 hours in connection with this matter during the A&M Application Period, giving rise to fees and disbursements totaling \$775,696.76, comprised of fees of \$660,439.50, disbursements of \$26,052.90 and HST of \$89,204.36.

8. To the best of my knowledge, A&M’s rates and disbursements are consistent with those in the market for these types of matters and the hourly billing rates charged by A&M are comparable to the rates charged by A&M for services rendered in similar proceedings. A&M has had its rates and disbursements, including the rates of various professionals who provided services in these

proceedings, approved by the Court in respect of similar services provided in a number of insolvency and restructuring files.

9. This Affidavit is sworn in connection with a motion by the Monitor to, among other things, have the fees and disbursements of the Monitor and its counsel in connection with these proceedings approved by the Court and for no other or improper purpose.

SWORN REMOTELY by Josh Nevsky stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Oakville, in the Province of Ontario, on August 12th, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



JOSHUA FOSTER

Commissioner for Taking Affidavits
(or as may be)



JOSH NEVSKY

THIS IS **EXHIBIT “A”** REFERRED TO IN
THE AFFIDAVIT OF JOSH NEVSKY,
SWORN BEFORE ME THIS 12TH DAY OF AUGUST, 2024.

Joshua Foster
JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)



December 12, 2023

Mastermind LP
415 Milner Ave.
Scarborough, ON
M1B 2L1

Attention: Ms. Anna Wu, Principal

**RE: MASTERMIND (the “Company”)
INVOICE #1 (844434B)**

For professional services rendered in our capacity as Court-appointed Monitor under the *Companies’ Creditors Arrangement Act* pursuant to the Initial Order dated November 23, 2023, for the period to December 2, 2023.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
J. Nevsky, Managing Director	92.1	\$875	\$80,587.50
R. Gruneir, Director	39.9	\$665	26,533.50
M. Binder, Associate	96.7	\$415	40,130.50
	<u>228.7</u>		\$147,251.50
Add: HST @ 13%			<u>19,142.70</u>
TOTAL INVOICE			<u>\$166,394.20</u>

[REDACTED]

[REDACTED]

J. Nevsky

Hrs.

Nov 19	Attend on communications call with Edelman, Birch Hill and Davies working group; call with Bennett Jones and Davies regarding [REDACTED]; review and internal correspondence regarding [REDACTED]; review of draft forbearance agreement and emails with Davies on same; review of updated forecast model and internal meetings on forbearance; call with Gordon Brothers regarding consulting agreement and related matters; drafting of Monitor's Pre-Filing Report; correspondence with CIBC regarding cash flow forecast and CCAA matters.	8.0
Nov 20	Meeting with Company regarding employee matters; daily check-in meeting with Davies and Birch Hill; review and internal discussions regarding cash flow forecast and various operating scenarios; review of [REDACTED]; review of draft communications package and call with Edelman and working group; daily update call with CIBC regarding CCAA and transaction related matters; review of Unity term sheet and call with Davies and Birch Hill on same; meeting with F. Zita regarding CCAA matters; follow-up call with Gordon Brothers in connection with liquidation engagement; further discussions and correspondence regarding Unity LOI.	7.2
Nov 21	Call with Unity regarding LOI; call with Bennett Jones and Davies regarding [REDACTED]; prepare for and attend call regarding employee and communications matters; review of payment schedule and meeting with A&M and L. Milanovich to review proposed payments; meeting with Davies and management regarding CCAA matters; call with Faskens and Davies regarding Unity proposed transaction; review of draft Affidavit, Court materials; review and update Proposed Monitor's Report; correspondence with CIBC regarding CCAA planning and transaction matters; internal discussions regarding cash flow forecast, liquidation scenarios and related matters.	8.5
Nov 22	Call with Davies and Bennett Jones [REDACTED] meeting with Davies and Birch Hill on file matters and proposed transaction; call with Gordon Brothers working group; correspondence with working group on CCAA materials and communication roll out; correspondence with CIBC to review cash flow forecast, forbearance agreement and related matters; internal discussions regarding CCAA Day 1 matters and planning for same; correspondence with Unity group regarding proposed transaction; internal meeting to review and finalize cash flow forecast; finalize and serve Proposed Monitor's report; call with G. Golding regarding ongoing transaction matters.	8.2

Nov 23	Daily update call with Davies and Birch Hill; correspondence with Bennett Jones on [REDACTED]; meeting with Edelman and F. Zita regarding communications roll out; prepare for an attend Initial Hearing at Davies offices; working session at Davies' offices with Birch Hill in connection with proposed Unity transaction; call with working group regarding communications roll-out; internal meeting regarding Day 1 matters.	6.5
Nov 24	Working session at Davies' offices with Davies and Birch Hill in connection with Unity proposal; meeting at Davies' offices with Birch Hill, Davies, Unity and Faskens group in connection with proposed transaction; call with F. Zita regarding CCAA communications roll-out and employee matters; internal review of [REDACTED] drafting of First Report of the Monitor; call with R. Gruneir and M. Binder regarding communications, vendor management and related matters.	6.2
Nov 25	Call with Davies to review and revise APA; drafting of Monitor's First Report; review of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]; correspondence with Bennett Jones on [REDACTED]; correspondence with CIBC regarding CCAA and APA related matters; call with Birch Hill and Davies working group to discuss proposed transaction and APA.	5.0
Nov 26	Call with Birch Hill regarding net debt calculation, cash flow forecast and related matters; call with Davies regarding APA, net debt and proposed transaction; ongoing drafting of Monitor's First Report; correspondence with Bennett Jones and Davies on [REDACTED]; correspondence with CIBC regarding proposed transaction.	5.6
Nov 27	Prepare for an attend call with Norton Rose, Davies and Bennett Jones to review Forbearance Agreement; follow-up correspondence regarding Forbearance with Davies; attend on kick-off call with Gordon Brother, and management to plan for liquidation sale; working group daily update call; meeting with Unity group to review net debt calculation and related matters; call with stakeholder regarding CCAA proceedings; team update call to review cash flow, sales results and liquidation planning matters; call with Davies regarding Forbearance negotiations; call with Faskens and Davies regarding ongoing APA negotiations; review of net debt and purchase price schedule.	7.3

Nov 28	Meeting with Davies regarding APA and ongoing net debt discussions; correspondence with Gordon Brother regarding liquidation planning; meeting with Birch Hill and Davies on APA and purchase price discussions; review of communications materials and attend on call with Edelman and working group regarding same; review of updated APA and purchase price calculations; call with F. Zita regarding liquidation sales, cash flow, correspondence and related CCAA planning matters; review and provide comments on draft Affidavit of Milanovich, and attend on call with Davies regarding same; call with Bennett Jones regarding [REDACTED].	8.2
Nov 29	Call with A&M and L. Milanovich to review cash flow forecast and proposed vendor payments; daily update call with Birch Hill and Davies; call with Bennett Jones regarding [REDACTED]; correspondence with Gordon Brother on liquidation matters; call with Davies regarding APA and net debt calculations; review of APA revisions and attend on call with Birch Hill and Davies on same; correspondence with Bennett Jones on [REDACTED]; daily update call with F. Zita; internal meeting regarding cash flow, APA and related CCAA matters; review of communications materials and provision of comments same; call with Bennett Jones on [REDACTED].	9.0
Nov 30	Discussion with Bennett Jones on [REDACTED]; attend Court hearing regarding Amended and Restated Initial Order and Liquidation Sale Approval; discussion with Bennett Jones regarding [REDACTED]; attend at Davies offices and various meeting and discussions with Birch Hill and Davies regarding APA, net debt, priority payables and related matters; call with CIBC regarding APA and forbearance related matters; attend on communications working group update call; call with Norton Rose and Davies to review proposed purchase price mechanics; review of cash flow and inventory details and internal discussion on same; call with Davies and Birch Hill to review latest APA revisions.	8.4
Dec 1	Attend on daily update call with Davies and Birch Hill; call with Davies and Faskens to review proposed purchase price mechanics; correspondence with Bennett Jones on [REDACTED]; review of communications materials; call with F. Zita on employee related matters; review and update APA, and call with Birch Hill on same; correspondence with Unity and Faskens on purchase price mechanics; review and update draft communications materials; internal meeting regarding cash flow, forbearance requirements and related matters.	4.0
TOTAL – J. Nevsky		92.1 hrs.

<u>R. Gruneir</u>	<u>Hrs.</u>	
Nov 20	Attend Edelman call to discuss draft communication materials; review of draft communications materials; review cash flow forecast and internal correspondence on same.	2.2
Nov 21	Meeting with L. Milanovich and T. Bursey to discuss draft Affidavit; review latest draft of communications materials and provide comments; attend communications call to discuss materials; meeting with M. Binder to discuss cash flow forecast scenarios and diligence requests.	3.2
Nov 22	Review latest communications rollout and provide comments; attend communications call to discuss various materials and rollout plan; draft form of letter for critical vendor negotiations.	2.1
Nov 23	Review updated communications package and provide comments to group; email correspondence on communications strategy and timeline; organize final communications package for stakeholder distribution; meeting with F. Zita and R. Demakos to discuss various CCAA matters; meeting with F. Zita, A. Hartnell and S. Lowrey regarding CCAA proceedings and Day 1 activities; numerous calls with N. Godard of Edelman to provide updates and update communications package; meeting with J. Nevsky, M. Binder and CIBC to provide sale process and CCAA update.	4.4
Nov 24	Attend multiple townhall meeting with F. Zita to provide update and help answer any CCAA related questions; update CCAA first day checklist and provide to L. Milanovich for review; review customer return policy updates and provide comments; meeting with F. Zita to discuss several day one matters; numerous meetings with N. Godard of Edelman to discuss media questions and provide responses; meeting with F. Zita, R. Demakos, J. Nevsky and M. Binder to discuss employee related matters; meeting with A. Hartnoll to discuss gift cards and other programs.	6.5
Nov 25	Meeting with MMT 3PL and logistics provider to provide update and ensure continued service; respond to numerous vendor emails on various CCAA related matters; meeting with J. Nevsky and M. Binder to discuss cash flow forecast and related matters.	2.1
Nov 26	Respond to emails re: vendor related matters.	0.4

Nov 27	Draft email to L. Milanovich to assist with vendor enquiries; follow-up call re: same; respond to numerous emails re: marketing, loyalty and payment options; meeting with prospective purchaser, J. Nevsky and M. Binder to discuss net debt summary; meeting with J. Nevsky and potential interested purchaser; update meeting with J. Nevsky, M. Binder, F. Zita and L. Milanovich to discuss various CCAA matters; review go-forward promotions and discuss requirement; draft email to Davies and Bennett Jones [REDACTED]; meeting with L. Milanovich to discuss credit cards and other related matters; review/reconcile pre-filing AP for critical vendor settlement.	5.1
Nov 28	Meeting with L. Milanovich, E. Kelner, M. Vlasov to discuss payment options for various critical vendors; meeting with MMT logistics provider and F. Zita to provide update and ensure continued service; meeting with L. Milanovich to discuss draft Second Affidavit; correspondence with J. Nevsky regarding critical logistics provider; draft and send email to Davies and Bennett Jones to [REDACTED] [REDACTED] correspondence on various required purchases for web/DC; update meeting with CIBC and J. Nevsky, M. Binder; meeting with N. Goddard of Edelman, A. Wu, N. MacFarland of Davies and J. Nevsky to provide sale process update; communications update meeting with Edelman and Mastermind working group; review both press releases, update and provide comments.	4.3
Nov 29	Draft email to Davies and Bennett Jones to [REDACTED] [REDACTED] meeting with key logistics provider to provide update and ensure continued service; update call with CIBC to discuss several transaction and CCAA related matters; follow-up call with M. Binder and J. Nevsky; draft multiple letters to be sent to various key vendors; address numerous emails and vendor inquiries with L. Milanovich; correspondence with multiple vendors re: go-forward services.	3.6
Nov 30	Meeting with key logistics provider to reconcile pre-filing amounts and organize payment for post-filing services; draft and send email to E. Kelner of MMT to request additional funding; review and respond to numerous emails re: vendor related issues; provide invoice support for payment; call with F. Zita to discuss several matters; call with key logistics provider to discuss letter agreement.	3.5
Dec 1	Call with L. Milanovich to discuss several matters; respond to numerous emails re: vendor matters; draft email to MMT vendor to discuss required continuation of service; follow-up call with vendor's legal counsel to discuss same; update call with J. Nevsky and M. Binder to discuss numerous matters.	2.5
TOTAL – R. Gruneir		39.9 hrs.

Mastermind LP. – 844434B
DETAILED SUMMARY – to December 2, 2023

<u>M. Binder</u>		<u>Hrs.</u>
Nov 20	Attend on call with potential purchaser regarding diligence questions; review and upload diligence materials to the virtual data room; prepare update to the cash flow forecast and summary of assumptions, and internal correspondence on same; update draft pre-filing Report of the proposed Monitor, and internal review of same; review of [REDACTED], and update cash flow with same.	11.1
Nov 21	Attend on calls with Davies regarding the draft Milanovich Affidavit and address open questions; attend on call with CIBC to review cash flow forecast and CCAA related matters; review and update the cash flow forecast; coordinate the case website with site administrator; internal discussion and review of cash flow forecast and draft Report of the Proposed Monitor.	10.6
Nov 22	Attend on call with CIBC regarding cash flow forecast assumptions; attend on call with Gordon Brothers to prepare for liquidation scenario; review and update cash flow forecast and update Report of the Proposed Monitor with same; prepare [REDACTED] and internal discussions regarding case matters; prepare [REDACTED]; review and update CCAA Day 1 checklist and internal correspondence on same.	10.5
Nov 23	Attend on call with CIBC to discuss [REDACTED] and related matters; attend meetings with management at the Company's offices to prepare communications packages; meeting with L. Milanovich and F. Zita regarding CCAA planning and Day 1 checklist; review and update cash flow forecast; correspondence with CIBC regarding [REDACTED]; internal discussion regarding CCAA planning and communications roll-out.	7.4
Nov 24	Review and update the cash flow forecast; attend meeting with Davies and the potential purchaser regarding proposed transaction; coordinate upload of Court materials to the case website; internal discussion regarding proposed transaction and [REDACTED]; correspondence with CIBC regarding CCAA cash flow forecast.	10.2
Nov 25	Review and update the cash flow forecast; prepare creditor listing, notice to creditors and OSB forms; correspondence with L. Milanovich on creditors listing and related CCAA matters; internal correspondence on [REDACTED].	5.6

Nov 26	Attend on call with Birch Hill regarding CCAA matters; prepare draft newspaper notice for CCAA filing and coordinate publishing of same with The Globe & Mail; coordinate upload of Court materials to the case website; review and update cash flow forecast, internal discussion on same; correspondence with CIBC on cash flow forecast; review of CCAA checklist and correspondence with L. Milanovich on CCAA activities.	5.2
Nov 27	Attend on various calls with Gordon Brothers to plan for liquidation scenario; call with CIBC regarding CCAA matters; attend on call with J. Nevsky and potential purchaser regarding diligence matters; attend meeting with Company management on CCAA and related matters; review draft first Report of the Monitor; prepare mailing of creditor notices.	7.1
Nov 28	Attend on update call with Davies regarding CCAA; correspondence and follow up call with Gordon Brothers to plan for liquidation scenario; respond to creditor inquiries sent to the Monitor's inbox, and correspondence with L. Milanovich on same; prepare updated cash flow forecast and internal review of same; call with CIBC regarding CCAA and transaction updates; attend meeting with Company management on CCAA case matters.	8.2
Nov 29	Attend on update call with Gordon Brothers regarding liquidation process; correspondence with CIBC regarding [REDACTED] and cash flow forecast; respond to critical vendor inquiries, and follow up call with vendor to ensure continued service; attend meeting with Company management to review inventory reporting and allocation of same; internal update call regarding various communication and vendor matters; review and update CCAA checklist.	7.6
Nov 30	Attend on call with Gordon Brothers; calls with a number of the Company's vendors to respond to inquiries and ensure continued service; update cash flow forecast for actual performance for the week ended November 26 and prepare summary of results; address various vendor email inquiries; correspondence with Company on cash flow and related matters.	6.6
Dec 1	Attend on calls with Company management on case matters; attend on call with Gordon Brothers regarding liquidation process and inventory allocation; respond to inquiries sent to the Monitor's inbox; coordinate upload of Court materials to the case website; review of cash flow and update Monitor's Report to Court with same.	6.6
TOTAL – M. Binder		96.7 hrs.



December 21, 2023

Mastermind LP
415 Milner Ave.
Scarborough, ON
M1B 2L1

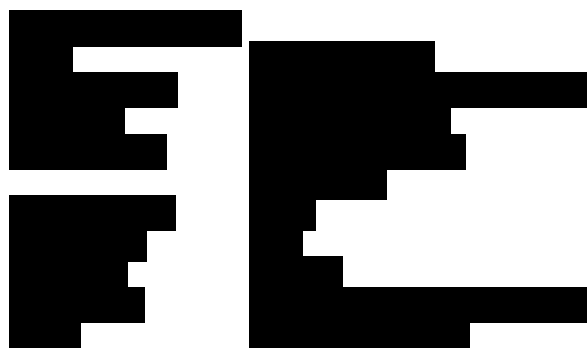
Attention: Ms. Anna Wu, Principal

RE: MASTERMIND (the “Company”)
INVOICE #2 (844434B)

For professional services rendered in our capacity as Court-appointed Monitor under the *Companies’ Creditors Arrangement Act* pursuant to the Initial Order dated November 23, 2023, for the period December 3 to 16, 2023.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
J. Nevsky, Managing Director	56.9	\$875	\$49,787.50
R. Gruneir, Director	29.8	\$665	19,817.00
M. Binder, Associate	99.1	\$415	41,126.50
	<u>185.8</u>		\$110,731.00
Add: Out of pocket expenses including The Globe & Mail re CCAA Notice and travel costs and meals			<u>7,921.34</u>
			\$118,652.34
Add: HST @ 13%			<u>15,424.80</u>
TOTAL INVOICE			<u><u>\$134,077.14</u></u>



<u>J. Nevsky</u>	<u>Hrs.</u>
Dec 3	Review updated press release and correspondence with Edelman working group on same. 0.5
Dec 4	Various correspondence regarding Unity transaction and receipt of deposit into Monitor's Trust Account; call with L. Milanovich, F. Zita regarding CCAA workstream update; correspondence with Edelman and working group on communications roll-out; attend on call with Gordon Brothers on liquidation process to date and signage; daily update call with Davies and Birch Hill working group; call with Edelman working group on communication matters; review of key contract details and correspondence with Unity on same. 7.2
Dec 5	Daily update call with Davies and Birch Hill working group; call with F. Zita and P. Stephens on sales trend and promotional plan; internal review of proposed cash flow payments and critical vendor status; review and provision of comments on draft Court materials, [REDACTED]; review of [REDACTED] and internal discussion regarding planned promotions; correspondence with Gordon Brother regarding sales trend and inventory allocation; status update call with Unity. 6.8
Dec 6	Update call with Unity regarding employee transition and transaction related matters; attend on call with Davies and Birch Hill regarding employee and lease termination matters; correspondence with Gordon Brothers on liquidation process; further correspondence with Unity on employee transition matters; update call with F. Zita regarding employee roster and CCAA related matters; drafting of Monitor's Second Report; review of employee roster and internal discussion on same; correspondence with Bennett Jones on [REDACTED]; update call with Davies regarding employee termination and related plan. 8.0
Dec 7	Call with F. Zita and R. Demakos regarding employee terminations and related communication matters; drafting of Monitor's Report; prepare and review [REDACTED] correspondence with Davies regarding landlord and employee matters; review of preliminary cash flow variance report for the week ended December 3; call with Unity on file matters and review preliminary cash flow variance report; internal update call regarding employee terminations, cash flow and related matters. 5.0

Dec 8	Call with CIBC to review cash flow variance report and related matters; correspondence with critical vendor regarding ongoing service; correspondence with F. Zita regarding employee matters, inventory allocation and other CCAA matters; attend on daily update call with Davies and Birch Hill; correspondence with Gordon Brothers on liquidation process; call with Unity on transaction related matters; review of [REDACTED] and update Monitor's Report; correspondence with Bennett Jones on [REDACTED]; correspondence with F. Zita on file matters.	6.2
Dec 9	Review and update Monitor's Second Report and correspondence with Davies and Faskens on same.	2.2
Dec 10	Review and update [REDACTED]; call with Davies regarding [REDACTED].	1.3
Dec 11	Correspondence with Davies regarding lease disclaimers, and review and sign same; call with Bennett Jones regarding [REDACTED]; attend meeting with Gordon Brothers group regarding liquidation; status update meeting with Birch Hill and Davies; correspondence and meeting with Unity group regarding inventory allocation and other APA matters.	3.2
Dec 12	Review and internal discussion regarding vendor deposit letters; update call with CIBC regarding sales and related matters; correspondence with Company regarding lease disclaimers and related matters; attend on call with Gordon Brothers regarding store exit plan; review of employee listing and internal discussion regarding Unity transaction and terminations; call with F. Zita regarding transition matters and Unity transaction diligence.	3.0
Dec 13	Internal update meeting regarding employee transition, cash flow and CCAA related matters; attend Court hearing in connection with Sale Approval Order; review of master employee listing in connection with Unity transaction; review of [REDACTED] update call with Birch Hill and Davies; correspondence with Unity on transaction related matters; call with Bennett Jones on [REDACTED].	4.2
Dec 14	Call with Unity on transition matters; review of master employee listing and internal discussion on same; review of cash flow report for the week ended December 10 and internal discussion on same; call with Unity on cash flow report; update call with Davies and Birch Hill; correspondence with Bennett Jones on [REDACTED]; review of key contracts summary.	3.8

Dec 15	Call with L. Milanovich on CCAA and transaction related matters; call with Unity and Mastermind regarding employee transition and related matters; update call with Birch Hill and Davies; internal meeting regarding employee and key contract matters; weekly update call with CIBC on cash flow and related matters; review of transaction closing check list and internal discussion on same; call with Bennett Jones on [REDACTED]; correspondence with CIBC on bank accounts; review of final employee listing; review of APA in connection with proposed inventory count.	4.5
Dec 16	Call with Bennett Jones on [REDACTED] correspondence with R. Demakos and Davies on employee matters.	1.0
TOTAL – J. Nevsky		56.9 hrs.

<u>R. Gruneir</u>	<u>Hrs.</u>
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Dec 2 *	Review vendor letter prepared by L. Milanovich of MMT and provide comments; correspondence re: same.	0.6
Dec 4	Meeting with F. Zita, L. Milanovich of MMT and J. Nevsky and M. Binder to discuss numerous items; meeting with vendor to discuss post-filing arrangements; discussion with M. Binder to discuss vendor matters.	2.6
Dec 5	Meeting with M. Binder and MMT vendor to discuss pre-filing amounts and post-filing payment arrangement; meeting with MMT and M. Binder to discuss logistics arrangements with various vendors; meeting with CIBC and A&M to provide update; call with L. Milanovich of MMT to discuss vendor related issues; call with M. Binder to discuss same.	2.8
Dec 6	Call with F. Zita to discuss vendor related matters; correspondence with L. Milanovich re: same; meeting with logistics vendor to discuss payment status; call with M. Binder to discuss various matters; review funding request.	2.1
Dec 7	Meeting with M. Binder to discuss budget to actual; review numerous emails and respond accordingly; meeting with utilities provider re: new account set up; meeting with Ceridian re: payment options; call with L. Milanovich to discuss various matters; [REDACTED] [REDACTED]	3.5

Mastermind LP. – 844434B**DETAILED SUMMARY – December 3 to 16, 2023**

Dec 8	Call with CIBC and A&M to provide status update; additional correspondence with Ceridian re: go forward payment options; meeting with vendor to discuss Letter Agreement; discussion with L. Milanovich re: vendor matters.	2.5
Dec 9	Discussion with J. Nevsky re: court report appendices; update cash flow forecast and notes for cash flow appendix; respond to emails re: store matters.	0.7
Dec 10	Update cash flow and notes based on J. Nevsky comments.	0.4
Dec 11	Meeting with M. Binder to discuss vendor payments; funding request and other matters; call with J. Foster of Bennett Jones to [REDACTED] review mark-up and provide clean copy to Davies for review; meeting with L. Milanovich and M. Binder to discuss various matters.	3.1
Dec 12	Correspondence with F. Zita re: WEPP; call with L. Milanovich to discuss vendor matters; meeting with N. Renner of Davies to discuss vendor letter; meeting with CIBC and A&M to provide status update; numerous calls with M. Binder to discuss various matters.	2.7
Dec 13	Internal meeting with J. Nevsky and M. Binder to discuss various matters; meeting with L. Milanovich to discuss vendor related matters; review finalized vendor letter and provide to vendor for execution; [REDACTED] numerous calls with M. Binder to discuss various matters; review budget to actual.	4.5
Dec 14	Discussion with vendor re: letter agreement; numerous calls with M. Binder to discuss various matters; email correspondence with L. Milanovich to discuss letter agreement and other matters.	1.5
Dec 15	Preparation of closing agenda, accounting checklist; meeting with CIBC and A&M to provide status update; call with M. Binder to discuss various matters.	2.8
TOTAL – R. Gruneir <i>*Hours not previously billed</i>		29.8 hrs.

M. Binder

	<u>Hrs.</u>	
Dec 3	Respond to vendor inquiries; email correspondence with Unity regarding sales reporting and other CCAA matters.	1.3

Dec 4	Meeting with Company regarding CCAA matters; attend on update call with Gordon Brothers regarding liquidation process; respond to vendor inquiries sent to the Monitor's inbox, and correspondence with L. Milanovich on same; review inventory reporting and discussions with the Company's finance team regarding same.	8.6
Dec 5	Attend on update call with Gordon Brothers regarding liquidation process and sales reporting; correspondence with Unity team and F. Zita regarding inventory count; meeting with A. Hartnoll regarding paid media strategy; attend meeting with the Company's finance team on actual cash flow results for the week ended December 3, internal conversations regarding same; review of banking transactions and prepare cash flow forecast update; meeting with F. Zita regarding planned promotional strategies, inventory allocation strategy and forecast and gift card redemptions.	12.8
Dec 6	Meeting with L. Milanovich regarding cash flow weekly reporting, outstanding lease documents, employee matters and vendor matters; attend meeting with Unity team to discuss employee matters; attend meeting with the Company's finance team regarding vendor payments and borrowing request submission; attend on call with Davies and Birch Hill to discuss employee matters; follow up calls with a number of vendors to ensure continued service; prepare cash flow forecast budget to actual summary for the week ended December 3, internal discussions regarding same.	12.4
Dec 7	Update budget to actual summary for the week ended December 3; attend meeting with F. Zita and P. Stephens to discuss inventory planning and forecast; attend on update call with Gordon Brothers regarding liquidation process; meeting with Unity group to discuss IT matters, cash flow results to date and other case matters; prepare [REDACTED]; review and drafting of the Second Report of the Monitor; respond to creditor inquiries sent to the Monitor's inbox.	12.7
Dec 8	Meeting with F. Zita and P. Stephens to discuss inventory planning and forecast; attend on call with Unity group to discuss inventory allocations; call with CIBC regarding CCAA matters and cash flow reporting; attend on update call with Gordon Brothers regarding liquidation process and store closing timelines; call with L. Milanovich to discuss Company contracts; calls with vendors to ensure continued service; internal call to [REDACTED].	7.6

Dec 11	Meeting with L. Milanovich to discuss critical payments and HST; call with T. Bursey to discuss cash flow forecast and purchase price mechanism; attend on update call with Gordon Brothers regarding liquidation process, upcoming promotions, and marketing strategies; call with the Company's finance team on borrowing request and critical payments.	7.3
Dec 12	Meeting with the Company's finance team on payments and cash flow results for the week ended December 10; review of banking transactions; attend on update call with CIBC regarding CCAA matters and bank accounts; meeting with the Company's finance team and Unity regarding transition and accounting process; email correspondence with vendors that sent inquiries to the Monitor's inbox; call with S. Lowry to discuss vendor arrangements; meeting with F. Zita and P. Stephens to review updated inventory forecast and allocation plan.	9.5
Dec 13	Meeting with Company's finance team regarding weekly payments and borrowing request requirements; internal discussion on employee matters [REDACTED], call with S. Lowry on vendor matters and marketing; calls with vendors to ensure continued service; meeting with F. Zita and R. Demakos on employee matters, prepare master employee listing; review updated cash flow reporting files prepared by the Company; update cash flow forecast for actual results for the week ended December 10 and prepare weekly reporting for CIBC.	12.2
Dec 14	Email correspondence with L. Milanovich and Birch Hill regarding cash flow reporting for the week ended December 10; attend call with the Unity team and the Company regarding Q1 2024 buying strategy and transition; meeting with L. Milanovich regarding cash flow reporting and vendor matters; emails with vendors that sent inquiries to the Monitor's inbox; attend on call with Unity team to discuss cash flow reporting and other CCAA matters.	8.6
Dec 15	Attend on call with CIBC to discuss cash flow reporting for the week ended December 10; email correspondence and calls with vendors to ensure continued service; meeting with L. Milanovich regarding critical payments and vendor matters; meeting with F. Zita and R. Demakos to discuss employee matters; email correspondence with the Company regarding planned inventory count; meeting with the Company's finance team regarding borrowing request submission; email correspondence with Unity team and Fasken regarding contracts and supplemental information requests.	6.1
TOTAL – M. Binder		99.1 hrs.



January 8, 2024

Mastermind LP
415 Milner Ave.
Scarborough, ON
M1B 2L1

Attention: Ms. Anna Wu, Principal

RE: MASTERMIND (the “Company”)
INVOICE #3 (844434B)

For professional services rendered in our capacity as Court-appointed Monitor under the *Companies’ Creditors Arrangement Act* pursuant to the Initial Order dated November 23, 2023, for the period December 17, 2023 to January 6, 2024.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
J. Nevsky, Managing Director	74.3	\$875	\$65,012.50
R. Gruneir, Director	31.1	\$665	20,681.50
M. Binder, Associate	127.0	\$415	52,705.00
	<u>232.4</u>		\$138,399.00
Add: HST @ 13%			17,991.87
TOTAL INVOICE			<u>\$156,390.87</u>



<u>J. Nevsky</u>	<u>Hrs.</u>
Dec 18	4.0
Call with Davies on CCAA matters; review of APA and preliminary purchase price template; review of cash flow [REDACTED]; diligence call with Unity; call with Company regarding employee transition matters; review of [REDACTED] and internal correspondence on same; correspondence with Bennett Jones on [REDACTED].	
Dec 19	6.6
Prepare for and attend meeting with Birch Hill and Davies regarding transaction closing and estimated purchase price; call with F. Zita and R. Demakos regarding employee matters; correspondence with Davies regarding employee matters; call with Birch Hill regarding various transaction closing and CCAA matters; call with Unity regarding employee transition and other closing matters; review of [REDACTED] review of transaction closing check list; review and comment on [REDACTED]	
Dec 20	5.0
Call with Company and M. Binder regarding [REDACTED]; correspondence with Unity on closing matters; various meetings and correspondence with F. Zita, R. Demakos and Davies on employee transition matters; review and comment on cash flow variance report for the week ended December 17; call with Faskens, Davies and Bennett Jones to review transaction closing checklist; call with Bennett Jones on [REDACTED]	
Dec 21	4.4
Touch base call with Bennett Jones and Davies; transaction closing and transition call with MMT and Unity; attend on call with L. Milanovich and CRA representatives regarding HST review; correspondence with F. Zita regarding employee communications and transition matters; review of cash flow variance report for the week ended December 17 and internal discussion on same; review of master employee listing; review of draft service termination letter; review of key contracts schedule and internal correspondence on same.	
Dec 22	3.5
Call with F. Zita regarding store closing process; prepare and attend on CIBC update call; review of [REDACTED] internal correspondence on purchase price and asset allocation; review of professional fee budget and updated cash flow.	
Dec 25	0.8
Review of sales and inventory summary; correspondence with CIBC regarding update meetings.	

Dec 26	Correspondence regarding Sudbury store closure, gift card matters, master contract schedule and cure costs; correspondence with Davies and Bennett Jones on closing matters; review of inventory count schedules and supporting detail.	2.3
Dec 27	Call with CRA, L. Milanovich regarding sales tax review and related matters; update meeting with Unity on contracts and transaction related matters; CIBC correspondence regarding cash flow and funding request; meeting with Davies regarding key contracts and transaction work stream; attend on Gordon Brothers update call; prepare for and attend all hands call with Birch Hill and Unity, and respective legal counsels; review of [REDACTED]; update due diligence tracker for all hands update call; review and update [REDACTED]	7.0
Dec 28	Call with J. Mimran regarding real estate lease assignment process and related matters; call with Davies and Birch Hill regarding [REDACTED]; call with M. Binder regarding ongoing CCAA matters; call with Unity regarding various transaction and closing related matters; review of cash flow variance report for the week ended December 24; review of transition services list and revise for internal review; review of employee offer letters and correspondence with Davies on same; email correspondence on Sudbury store closure and employee matters.	5.2
Dec 29	Employee workstream call with F. Zita, R. Demaqos and Davies; sales and inventory forecast call with F. Zita; prepare for an attend update call with CIBC; correspondence with Davies and Bennett Jones regarding closing matters; review of cash flow forecast and purchase price estimate with M. Binder.	3.8
Dec 30	Email correspondence regarding employee matters and inventory count schedule; call with L. Milanovich regarding inventory count schedule and related matters; update call with Birch Hill.	1.0
Dec 31	Call with Davies regarding employee matters and related email correspondence on same; correspondence with Unity regarding employee transition.	0.6

Jan 2	Attend Etobicoke store to supervise inventory count; various correspondence with Davies, Unity and Birch Hill regarding employee transition; meeting with Company regarding closing matters and calculation of purchase price estimate; meeting with F. Zita regarding employee matters; review of APA and purchase price estimate; review of cash flow forecast; call with Davies and Bennett Jones regarding various closing matters; call with Norton Rose and Davies regarding CIBC/closing matters; internal update call and plan for Monitor's Third Report; various correspondence with Bennett Jones regarding [REDACTED].	6.8
Jan 3	Diligence call with Unity; prepare for and attend CIBC update call; correspondence with Davies and Bennett Jones on closing matters; review of cash flow and disbursements; review of estimated purchase price calculations and internal discussion on same; review of updated cash flow forecast; call with Bennett Jones regarding [REDACTED].	5.3
Jan 4	Review of purchase price calculations and internal correspondence on same; call with L. Milanovich on purchase price estimate and cash flow forecast; various calls with Unity regarding diligence matters, key contracts and revised cash flow; update call with Davies and Bennett Jones; review and comment on various draft court materials and supporting affidavit; correspondence with Bennett Jones on [REDACTED] review and update draft Monitor's Report; review of contract assignment schedule.	7.2
Jan 5	Diligence call with A&M, Unity and MMT; prepare for and attend CIBC update call; Birch Hill update call; call with F. Zita and Davies regarding employee transition process; call with Birch Hill and Davies on transaction closing and related matters; call with L. Milanovich to review draft Affidavit, purchase price estimate and closing matters; update call with F. Zita; review of draft Monitor's Report and review of purchase price estimate.	6.0
Jan 6	Review of purchase price calculation and meetings with M. Binder on same; review and update draft Monitor's Report and [REDACTED]	4.8
TOTAL – J. Nevsky		74.3 hrs.

<u>R. Gruneir</u>	<u>Hrs.</u>
Dec 18 Meeting with L. Milanovich of MMT and M. Binder to discuss [REDACTED] and other CCAA matters; teleconference with CRA re: HST audit; numerous calls with M. Binder to discuss vendor matters, [REDACTED] preparation of closing agenda checklist for meeting.	2.1
Dec 19 Prepare preliminary purchase price summary and closing agenda for meeting and discussion with J. Nevsky re: same; draft and send email to employee re: WEPP status; attend Birch Hill offices to discuss transaction close and purchase price estimate; discussion with M. Binder on various matters.	3.1
Dec 20 Meeting with CRA re: HST audit; [REDACTED] meeting with M. Binder to review cash flow variance report and reporting package for the week ended December 17.	2.8
Dec 21 Meeting with MMT and Unity to discuss closing matters; meeting with CRA to discuss audit and required information; discussion [REDACTED]	2.3
Dec 22 Correspondence re: purchase price allocation template; attend meeting with A&M and CIBC to provide status update.	0.8
Dec 26 Meeting with M. Binder to [REDACTED]	0.9
Dec 27 Preparation of [REDACTED]; review same with J. Nevsky; meeting with CRA to discuss HST audit; meeting with M. Binder to [REDACTED]; meeting with MMT, Unity and Counsel to discuss Transaction closing matters.	3.2
Dec 28 Review [REDACTED] with M. Binder; review and discuss budget to actual with M. Binder; numerous calls with M. Binder to discuss various matters.	2.9
Dec 29 Meeting with M. Binder and J. Nevsky to review cash flow variance report for the week ended December 24; review materials for purposes of preparing the Monitor's Third Report.	1.4
Jan 2 Drafting of Monitor's Third Report and discussion with J. Nevsky re: same; meeting with M. Binder to discuss various matters; meeting with CRA to discuss HST materials provided.	4.1
Jan 3 Meeting with A&M and CIBC to provide status update; drafting of Monitor's Third Report; meeting with M. binder to discuss various matters; review budget to actual with M. Binder.	2.1

Mastermind LP. – 844434B

DETAILED SUMMARY – December 17, 2023 to January 6, 2024

Jan 4	Meeting with Davies and Bennett Jones to [REDACTED]; drafting of Monitor's Third Report; meeting with J. Nevsky to discuss same; review budget to actual with M. Binder; meeting with CRA to discuss HST materials provided.	4.4
Jan 5	Attend meeting with A&M CIBC to provide status update; review draft of Monitor's Third Report and [REDACTED]	1.0
TOTAL – R. Gruneir		31.1 hrs.

M. Binder

Dec 18	Call with L. Milanovich, R. Gruneir and the Company's finance team on [REDACTED] and vendor payments; review recent sales and inventory reporting and prepare summary, internal discussions regarding same; numerous calls with F. Zita, R. Demakos and Davies on employee matters; review CIBC loan ledger report and reconcile to the cash flow actuals for the week ended December 17, internal discussions regarding same; coordinate upload of materials to the case website; diligence call with Unity on contracts.	9.0
Dec 19	Attend meeting at Company offices with Unity and the Mastermind marketing team to discuss transition matters; respond to emails sent to the Monitor's inbox; correspondence with certain vendors to ensure continued service; discussions with M. Vlasov to discuss upcoming inventory count; attend meeting with the Company's finance team to review cash flow actuals for the week ended December 17 and upcoming payments; correspondence with the Company's marketing team to discuss certain vendor arrangements to ensure continued services; diligence meeting with Unity on contracts and preparation of updated contracts listing; call with R. Gruneir to discuss various case matters.	9.6
Dec 20	Attend meeting at Company offices with Unity and the Mastermind buying team to discuss transition matters; respond to emails sent to the Monitor's inbox; meeting with Unity and Company IT representatives to discuss transition matters; prepare weekly cash flow reporting package for CIBC for the week ended December 17, call with R. Gruneir to review same; attend meeting with L. Milanovich and the Company's finance team to review payment run; call with L. Milanovich to discuss vendor matters and transition items; diligence call with Unity to discuss contracts listing and prepare update to master contracts schedule.	10.1

Dec 21	Email correspondence with the Company's finance team regarding inventory reports; call with Unity team and R. Demakos on employee matters; call with Unity team on contracts; meeting with Lucio on [REDACTED] and contracts; attend meeting with Unity and Company on transition items; attend on meeting with CRA representative to discuss HST audit, [REDACTED]; call with vendors to ensure continued supply; call with Company IT representative to discuss key contracts and services; email correspondence with Birch Hill and CIBC regarding weekly cash flow reporting for the week ended December 17; review and update master contract listing; review of draft service termination letter.	8.7
Dec 22	Call with R. Gruneir to [REDACTED]; attend on call with CIBC to discuss weekly cash flow reporting and other matters; meeting with L. Milanovich to discuss data requests and [REDACTED] attend on call with F. Zita and R. Demakos on employee matters; prepare updated creditor listing; call with certain vendors to ensure continued service; meeting with the Company's finance team to discuss inventory reporting; meeting with R. Demakos and Unity on employee matters.	9.0
Dec 26	Review gift card redemption activity and prepare updated summary; review of sales and inventory reporting; review [REDACTED] correspondence with Unity on several closing and transition matters; prepare updated master contracts schedule and estimate cure costs.	7.4
Dec 27	Attend at Company head offices to supervise warehouse inventory count; attend all hands call with Birch Hill and Unity, and respective legal counsels; attend meeting with Unity on contracts; call with Davies on contracts and other CCAA matters; attend meeting with K. Lee and L. Milanovich on cash flow actuals for the week ended December 24 and review upcoming vendor payments; meeting with R. Gruneir to finalize [REDACTED] with L. Milanovich and J. Nevsky to review same; internal call with J. Nevsky and R. Gruneir on case matters.	11.8
Dec 28	Prepare updates to the [REDACTED]; attend meeting with Davies and Birch Hill regarding [REDACTED]; internal update call on case matters; prepare cash flow reporting for CIBC for the week ended December 24, call with R. Gruneir to review same; review borrowing base and inventory files; attend meeting with Unity regarding contracts and cash flow reporting; respond to emails sent to the Monitor's inbox.	8.8

Dec 29	Call with J. Nevsky and R. Gruneir to discuss cash flow reporting; attend on call with R. Demaskos and F. Zita and Davies on employee matters; attend update call with CIBC to discuss cash flow reporting and other case matters; call with J. Nevsky to review cash flow forecast and purchase price estimate; review Unity template employment offer letters; meeting with Unity and R. Demaskos on employee data.	6.0
Jan 2	Attend update meeting at Company offices with L. Milanovich and J. Nevsky; call with CRA and L. Milanovich on sales tax matters and current review; respond to vendor emails sent to the Monitor's inbox; call with L. Milanovich and the Company's finance team to review cash flow actuals for the week ended December 31 and preview upcoming vendor payments; attend on call with Birch Hill and Unity and respective legal counsels on employee offer letters and other closing matters; internal update call on case matters; meeting with R. Gruneir to discuss various matters.	9.9
Jan 3	Attend on call with Unity and the Company's finance team on transition matters; attend on call with Unity and R. Demaskos on employee matters; prepare cash flow reporting summary for the week ended December 31, call with R. Gruneir to review same; prepare updated cash flow forecast and purchase price calculation, internal discussions regarding same; attend on call with CIBC; attend meeting with L. Milanovich and the Company's finance team to discuss payment run for the week ending January 7.	10.6
Jan 4	Meeting with L. Milanovich to review updated cash flow forecast and purchase price calculation; update call with Davies and Bennett Jones; meeting with CRA to discuss ongoing sales tax audit; correspondence with Gordon Brothers on closing store matters; attend on call with Davies regarding contract assignments and review master contracts listing; prepare updates to the revised cash flow forecast and review data related to the purchase price closing statement; numerous calls with the Company's finance team on outstanding data requests; diligence call with Unity on various matters.	9.5
Jan 5	Attend diligence call with Unity and the Company; prepare updates to the cash flow reforecast and purchase price closing statement, internal call to review and discuss same; attend on call with CIBC; attend on call with Company IT vendor to discuss transition matters; respond to emails sent to the Monitor's inbox; drafting of the Monitor's Report; numerous calls with L. Milanovich to discuss case matters and outstanding data requests.	9.2

Mastermind LP. – 844434B

DETAILED SUMMARY – December 17, 2023 to January 6, 2024

Jan 6	Review [REDACTED]; review updated AP listing and forecast upcoming vendor payments; review banking transactions for the week ending January 7; prepare updates to the cash flow reforecast and purchase price closing statement, call with J. Nevsky to review same; review several general ledger accounts; emails with L. Milanovich regarding data requests.	7.4
TOTAL – M. Binder		127.0 hrs.



January 25, 2024

Mastermind LP
415 Milner Ave.
Scarborough, ON
M1B 2L1

Attention: Ms. Anna Wu, Principal

**RE: MASTERMIND (the “Company”)
INVOICE #4 (844434B)**

For professional services rendered in our capacity as Court-appointed Monitor under the *Companies’ Creditors Arrangement Act* pursuant to the Initial Order dated November 23, 2023, for the period January 7 to 15, 2024.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
J. Nevsky, Managing Director	46.8	\$875	\$40,950.00
M. Binder, Associate	58.4	\$415	24,236.00
	<u>105.2</u>		\$65,186.00
Add: Out of pocket expenses including postage, travel costs and meals			1,000.49
			\$66,186.49
Add: HST @ 13% *			8,564.59
TOTAL INVOICE			<u>\$74,751.08</u>

**Excludes HST exempt out of pocket expenses*

[REDACTED]

[REDACTED]

<u>J. Nevsky</u>	<u>Hrs.</u>	
Jan 7	Call with Unity regarding closing matters; call with L. Milanovich on estimated purchase price; update call with Birch Hill and Davies; review and update cash flow and purchase price estimate, internal discussion on same.	3.3
Jan 8	Call with MMT regarding employee related matter; review of updated masters employee listing; prepare for and attend on closing call with Unity, Fasken, Davies, Bennett Jones and Birch Hill; call with R. Demakos and F. Zita regarding employee matters; review and update cash flow forecast and estimated purchase price; correspondence with landlord and MMT regarding lease exit; [REDACTED]; [REDACTED]; correspondence with CIBC regarding transaction closing; internal review and discussion of accruals in connection with estimated purchase price; correspondence with Davies and Bennett Jones in connection with employee and transaction closing matters; review of inventory detail and prepare reconciliation to 001 Report; [REDACTED] review of employee termination/transition letter.	9.4
Jan 9	Review and finalize employee termination/transition letter; finalize inventory reconciliation summary with MMT and deliver to Unity pursuant to APA requirement; review and update cash flow forecast and estimated purchase price, internal correspondence on same; correspondence with Bennett Jones and Davies regarding employee and closing related matters; internal review of accruals and priority payables estimate, correspondence with MMT on same; correspondence with CIBC on closing matters and funds flow; call with Bennett Jones on [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]; review of employee communications letter.	6.6
Jan 10	Call with Birch Hill regarding communication matters; correspondence with R. Demakos and F. Zita regarding employee letter and related matters; correspondence with Unity regarding [REDACTED] [REDACTED] review of Assumed Contracts schedule and correspondence with Unity on same; review of contracts diligence list and internal discussion on same; review of banking related information and update purchase price estimate with same; review of draft payoff letter and correspondence with Davies and Norton Rose regarding same; call with Unity regarding closing matters; update purchase price estimate and call with Birch Hill on same; deliver estimated purchase price to Unity pursuant to APA; review and update case website; call with Unity regarding [REDACTED].	6.5

Jan 11	Call with MMT regarding purchase price estimate and cash flow forecast; correspondence with Bennett Jones on [REDACTED]; draft Notice of Termination of Services letter and correspondence with Davies on same; [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]; review of initial draft press release from Edelman; various correspondence with Faskens and counsel to landlord group regarding January rent payments; review of revised CIBC payout letter, discussion with CIBC on same; review and update estimate purchase price file; correspondence with Unity on service termination letter; update call with Unity on closing related matters; [REDACTED] [REDACTED]; correspondence with F. Zita on employee transition matters.	6.5
Jan 12	Attend at Court hearing for contract assignment and Monitor's expanded powers; correspondence with Unity regarding inventory reconciliation process; review and update estimated purchase price schedule and correspondence with Unity on same; finalize CIBC payout letter and discussion with Davies and Bennett Jones on same; call with CIBC regarding purchase price and funds flow; meeting with MMT regarding closing matters and funds flow; call with Unity on closing related matters; [REDACTED], correspondence with Davies and Faskens on same; review and update service termination letters and correspondence with Faskens and Unity on same; call with CIBC regarding funds flow.	6.0
Jan 13	Review and update draft press release and internal discussion on same; correspondence with CIBC and Birch Hill on funds flow schedule and CIBC payout letter; correspondence with Unity regarding press release; call with Bennett Jones regarding [REDACTED]; call with Birch Hill regarding closing matters and funds flow.	2.8
Jan 14	Review of final payout letter; finalize press release for distribution; prepare for and attend closing call with Faskens, Davies and Bennett Jones.	2.2
Jan 15	Attend to various closing related matters; calls with Davies and CIBC; tracking of closing checklist and purchase price payments, various correspondence with Davies regarding same; call with CIBC regarding banking and closing matters; finalize service termination letters for dissemination; call with Bennett Jones on [REDACTED] [REDACTED]	3.5
TOTAL – J. Nevsky		46.8 hrs.

<u>M. Binder</u>	<u>Hrs.</u>	
Jan 7	Attend on call with Unity to discuss closing matters; call with L. Milanovich on purchase price closing statement and inventory; update call with Birch Hill and Davies; prepare updated cash flow and purchase price closing statement, review of same with J. Nevsky.	3.7
Jan 8	Review [REDACTED]; review prepaid and deposit general ledger accounts in connection with estimated purchase price; attend on call with F. Zita and R. Demakos on employee matters; attend call with Unity, Fasken, Davies, Bennett Jones and Birch Hill to discuss closing matters; attend call with L. Milanovich and the Company's finance team to review [REDACTED]; call with L. Milanovich on cash flow matters and outstanding data requests; respond to inquiries sent to the Monitor's inbox; attend call with CRA on ongoing sales tax audit; attend call with IT vendor; call with Gordon Brothers on closing stores process.	10.2
Jan 9	Meeting with L. Milanovich to discuss outstanding items; attend on call with CIBC to discuss closing matters; prepare updated cash flow forecast and purchase price closing statement; working session with L. Milanovich and J. Nevsky on cash flow reforecast and purchase price closing statement; meeting with Mastermind finance team on vendor payments listing and preparation of payment run; review of banking and credit card transactions; meeting with L. Milanovich on prepaid expenses and deposits in connection with estimated purchase price; respond to emails sent to the Monitor's inbox; coordinate upload of materials to the case website.	10.5
Jan 10	Call with Birch Hill to discuss preliminary cash flow reforecast and purchase price closing statement; meeting with L. Milanovich and the Company's finance team to discuss updated vendor payments listing; email correspondence with CIBC and Fasken; attend call with Unity, Fasken, Davies, Bennett Jones and Birch Hill to discuss closing matters; meeting with J. Nevsky and L. Milanovich to review update purchase price closing statement; review of contracts diligence list and internal discussions regarding same; [REDACTED].	10.9
Jan 11	Attend meeting [REDACTED] [REDACTED] attend call with Unity, Fasken, Davies, Bennett Jones and Birch Hill to discuss closing matters; attend on call [REDACTED] [REDACTED]; review draft Notice of Termination of Services letter.	9.3

Jan 12	Attend call with Unity, Fasken, Davies, Bennett Jones and Birch Hill to discuss closing matters; attend on call with Birch Hill and Davies on outstanding matters; attend on call with [REDACTED]; respond to emails sent to the Monitor's inbox.	9.2
Jan 13	Review of final Notice of Termination of Services letters; review draft press release.	1.2
Jan 15	Review finalized CIBC payout letter; coordinate upload of materials to the Case Website; prepare post transaction CCAA checklist; respond to emails sent to the Monitor's inbox; correspondence with L. Milanovich on various closing matters.	3.4
TOTAL – M. Binder		58.4 hrs.



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March 22, 2024

Mastermind LP
415 Milner Ave.
Scarborough, ON
M1B 2L1

RE: MASTERMIND (the “Company”)
INVOICE #5 (844434B)

For professional services rendered in our capacity as Court-appointed Monitor under the *Companies’ Creditors Arrangement Act* pursuant to the Initial Order dated November 23, 2023, for the period January 16 to March 16, 2024.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
J. Nevsky, Managing Director	27.8	\$965	\$26,827.00
M. Binder, Associate	119.9	\$480	57,552.00
C. Good, Associate	2.8	\$440	1,232.00
E. Krieger, Analyst	12.3	\$380	4,674.00
	<u>162.8</u>		<u>\$90,285.00</u>

Add: Out of pocket expenses including The Globe & Mail (\$14,591.10),
case website maintenance charges, travel costs, meals and courier charges.

	16,037.13
	<u>\$106,322.13</u>

Add: HST @ 13%

	<u>13,821.88</u>
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TOTAL INVOICE

	<u><u>\$120,144.01</u></u>
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[REDACTED]

[REDACTED]

Mastermind LP. – 844434B
DETAILED SUMMARY – January 16 to March 16, 2024

<u>J. Nevsky</u>	<u>Hrs.</u>
Jan 16 Attend to correspondence regarding transaction closing and related matters; correspondence with L. Milanovich regarding transaction closing and accounting matters.	0.8
Jan 17 Review OldCo costs and process payments.	0.5
Jan 18 Review OldCo costs and process payments.	0.7
Jan 19 Review OldCo costs and process payments.	0.5
Jan 24 Internal update meeting regarding OldCo payments and related post-closing matters.	0.8
Jan 26 Internal update meeting regarding cash flow and vendor payment process.	0.5
Jan 29 Review and provision on comment on draft Claims Procedure Order, internal discussion on same; call with NewCo management to process vendor payments and update cash flow.	1.5
Jan 31 Review OldCo costs and process payments.	0.5
Feb 2 Call with Bennett Jones to [REDACTED].	0.5
Feb 6 Call to review OldCo invoices with E. Kelner; correspondence with NewCo management regarding vendor inquiries and cure cost payments.	1.3
Feb 8 Review of vendor invoices for payment; correspondence with Unity regarding vendor inquiries and cure costs; organizing for cheque courier; correspondence with NewCo management regarding payment processing.	1.6
Feb 14 Review OldCo costs and process payments; correspondence with Bennett Jones regarding [REDACTED].	1.2
Feb 16 Correspondence with NewCo management regarding employee and vendor matters.	0.8
Feb 21 Review of draft Monitor's Report; internal update meeting with M. Binder; correspondence with Unity regarding vendor and employee matters.	1.6
Feb 22 Internal discussion regarding draft Monitor's Report and transaction closing matters.	1.0
Feb 23 Call with Unity regarding Closing Statement; call with Bennett Jones on [REDACTED].	0.8



Mastermind LP. – 844434B**DETAILED SUMMARY – January 16 to March 16, 2024**

Feb 26	Review and comment on draft Monitor's Report and internal discussion on same.	1.2
Feb 28	Review of [REDACTED].	0.6
Mar 2	Review of updated purchase price statement and internal discussion on same.	1.0
Mar 6	Review of updated purchase price statement; correspondence with Unity on purchase price statement and next steps; correspondence with Bennett Jones regarding [REDACTED]; internal discussion on claims process and distribution of claims packages.	5.0
Mar 7	Correspondence with Bennett Jones regarding [REDACTED].	0.8
Mar 8	Attend Court Hearing for Claims Procedure Order approval; review and finalize purchase price statement.	1.2
Mar 11	Prepare claims packages with M. Binder; review of Case Website; call with Unity regarding purchase price statement and release of Priority Payable Reserve.	1.4
Mar 14	Review of claims packages and supervise distribution of same; correspondence with Birth Hill regarding purchase price adjustment.	2.0
TOTAL – J. Nevsky		27.8 hrs.

M. Binder**Hrs.**

Jan 16	Meeting with vendor to discuss CCAA; respond to emails sent to the Monitor's inbox; attend on call regarding IT transition matters; attend on call with CRA to discuss ongoing audit and information requests; meeting with L. Milanovich and Mastermind finance team to discuss post-closing matters.	4.8
Jan 17	Review [REDACTED]; meeting with L. Milanovich and the Company's finance team to review OldCo payment run; correspondence with M. Vlasov regarding logistics charges.	2.6
Jan 18	Meeting with the Mastermind team to discuss IT transition matters; meeting with L. Milanovich to discuss inventory count and data regarding same; correspondence with CIBC to discuss post-closing matters.	2.0



Jan 19	Attend meeting with the Mastermind team to discuss IT transition matters; correspondence with the Mastermind team regarding employee matters; review banking transactions.	1.5
Jan 22	Review of [REDACTED]; review of banking transactions and cash reporting; respond to inquiries sent to the Monitor's inbox; coordinate updates to the Case Website; discussions with logistics provider on status of goods in possession; emails with Unity team on transition matters.	4.8
Jan 23	Respond to vendor emails sent to the Monitor's inbox; call with Company's finance team to discuss banking transactions and OldCo payment run.	2.2
Jan 24	Meeting with L. Milanovich and the Company's finance team to discuss illustrative borrowing base statement; emails with vendors to request refunds for CCAA deposits; respond to emails sent to the Monitor's inbox.	1.6
Jan 25	Correspondence with the Company's finance team regarding reconciliation of vendor accounts; correspondence with Unity regarding inventory held at the border; review petty cash summary files prepared by the Company.	2.4
Jan 29	Respond to emails sent to the Monitor's inbox; correspondence with vendors to discuss post-filing and post-closing matters; meeting with L. Milanovich to discuss post-closing matters.	2.1
Jan 30	Meeting with L. Milanovich to discuss inventory cutover; call with Company's finance team to review cash flow and vendor payments; complete WEPP Trustee Information Form; drafting of the Fourth Monitor's Report.	3.2
Jan 31	Drafting of the Fourth Monitor's Report; correspondence with the Company's finance team; respond to emails sent to the Monitor's inbox.	2.2
Feb 01	Prepare information required to calculate WEPP eligibility, drafting of WEPP communications to terminated employees; drafting of the Fourth Monitor's Report.	3.1
Feb 02	Call with Bennett Jones on [REDACTED].	2.3
Feb 13	Respond to emails sent to the Monitor's inbox; review OldCo cash flow and banking transactions for the week ended February 11; attend call with the Company's finance team to review and discuss OldCo payments for the week ending February 18; prepare WEPP materials and review information to calculate eligibility for terminated employees.	3.4

Feb 14	Call with Company's finance team to discuss OldCo payment run; call with L. Milanovich to discuss transition matters; emails with vendors regarding potential claims process; call with Service Canada regarding WEPP application and general procedure.	1.6
Feb 15	Meeting with CRA to discuss closing of sales tax audit.	0.4
Feb 16	Calls with terminated employees and vendors, call with Service Canada regarding WEPP, emails with [REDACTED] [REDACTED]	1.6
Feb 20	Meeting with Service Canada to discuss WEPP process; call with CRA regarding sales tax audit, [REDACTED] [REDACTED] review of APA to determine requirements for the purchase price reconciliation deliverable; correspondence with the Company's HR manager.	2.2
Feb 21	Review revised draft Claims Procedure Order; call with the Company's finance team to prepare OldCo payment run, review of materials regarding same; drafting of the Fourth Report of the Monitor; respond to emails sent to the Monitor's inbox.	5.2
Feb 22	Drafting of the Fourth Report of the Monitor; respond to emails sent to the Monitor's inbox; review updated employee materials provided by the Company for the purposes of WEPP.	2.8
Feb 23	Attend on call with Unity to discuss purchase price reconciliation and other post-close matters; review [REDACTED] [REDACTED] drafting of the Fourth Report of the Monitor.	3.2
Feb 25	Prepare [REDACTED] and discussions regarding same with the Company.	1.4
Feb 26	Prepare purchase price reconciliation statement, internal discussions, and meeting with L. Milanovich regarding same; respond to emails sent to the Monitor's inbox.	4.1
Feb 27	Respond to emails sent to the Monitor's inbox.	0.3
Feb 28	Meeting with the Company's payroll manager to discuss final OldCo payroll run, review of materials related to same; update WEPP calculation.	1.8
Mar 02	Prepare purchase price reconciliation statement; respond to employee inquiries about WEPP process.	3.6
Mar 03	Prepare purchase price reconciliation statement.	1.1

Mastermind LP. – 844434B**DETAILED SUMMARY – January 16 to March 16, 2024**

Mar 04	Respond to emails sent to the Monitor's inbox; prepare purchase price reconciliation statement; coordinate upload of Court materials to the Case Website.	0.8
Mar 05	Prepare purchase price reconciliation statement.	2.5
Mar 06	Meeting with the Company's finance team to review OldCo payment run; review OldCo banking transactions provided by the Company and prepare cash reconciliation; update purchase price reconciliation statement.	7.7
Mar 07	Review and update draft letter for the purchase price settlement, review WEPP calculations and prepare materials for mailing.	1.5
Mar 08	Internal meeting regarding Claims Procedure [REDACTED] [REDACTED] email correspondence with the Globe & Mail regarding publication of legal notice.	4.0
Mar 10	Prepare landlord claim calculations; review OldCo accounts payable ledger for sizing of pre-filing claims.	4.3
Mar 11	Call with R. Demaskos on employee matters, review and update WEPP calculations.	4.3
Mar 12	Prepare Claims Procedure noticing materials for Known Claimants, [REDACTED] [REDACTED] correspondence with the Company's finance team.	5.6
Mar 13	Coordinate and prepare noticing materials for Known Claimants pursuant to the Claims Procedure Order; call with Bennett Jones to [REDACTED] [REDACTED] prepare and execute mailing for WEPP.	9.9
Mar 14	Coordinate and prepare noticing materials for Known Claimants pursuant to the Claims Procedure Order.	11.8
TOTAL – M. Binder		119.9 hrs.

C. Good**Hrs.**

Feb 1	Internal discussions regarding administration of WEPPA.	0.8
Mar 11	Internal discussions regarding administration of WEPPA; review of employee WEPP eligible calculations.	0.8



Mar 12	Internal discussions regarding administration of WEPPA; review of employee WEPP eligible calculations; discuss WEPP employee notification processes.	1.2
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TOTAL – C. Good		2.8 hrs.
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E. Krieger

Hrs.

Mar 13	Internal discussion regarding preparation for mailing of claims procedure materials.	0.2
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Mar 14	Organize and facilitate mailing of claims procedure materials.	11.8
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Mar 15	Organize and facilitate mailing of claims procedure materials.	0.3
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TOTAL – E. Krieger		12.3 hrs.
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June 3, 2024

Mastermind LP
415 Milner Ave.
Scarborough, ON
M1B 2L1

RE: MASTERMIND (the “Company”)
INVOICE #6 (844434B)

For professional services rendered in our capacity as Court-appointed Monitor under the *Companies’ Creditors Arrangement Act* pursuant to the Initial Order dated November 23, 2023, for the period March 17 to June 1, 2024.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
J. Nevsky, Managing Director	9.6	\$965	\$9,264.00
M. Binder, Associate	47.4	\$480	22,752.00
K. Meng, Analyst	35.1	\$380	13,338.00
	<u>92.1</u>		\$45,354.00
Add: Out of pocket expenses including case website maintenance charges and courier charges.			434.43
			\$45,788.43
Add: HST @ 13%			5,952.50
TOTAL INVOICE			<u>\$51,740.93</u>

[REDACTED]

[REDACTED]

[REDACTED]

Mastermind LP. – 844434B
DETAILED SUMMARY – March 17 to June 1, 2024

<u>J. Nevsky</u>	<u>Hrs.</u>	
Mar 19	Call with Birch Hill regarding purchase price statement and post closing matters; review of landlord claim details.	1.0
Mar 20	Call with counsel to landlord group regarding claims process; correspondence with CRA on sales tax matters; prepare draft landlord claim email regarding [REDACTED].	1.3
Mar 22	Correspondence with CRA regarding tax matters; emails with landlord counsel on claims.	0.6
Apr 3	Correspondence with landlord counsel regarding [REDACTED]; review of claim process update.	1.0
Apr 10	Internal update meeting regarding claims process; correspondence with landlord counsel.	1.0
Apr 17	Review of claims and correspondence with claimants.	0.5
Apr 19	Internal update on claims process.	1.0
Apr 24	Review of [REDACTED] and internal discussion on same.	0.8
May 8	Correspondence with Unity regarding final accounting; review of post-transaction accounts payable obligations; correspondence with CIBC regarding bank accounts and holdback.	0.8
May 10	Correspondence with CIBC re bank accounts.	0.7
May 27	Internal meeting regarding claims process and cash flow update.	0.5
May 30	Internal discussion regarding claims process and banking matters.	0.4
TOTAL – J. Nevsky		9.6 hrs.

<u>M. Binder</u>	<u>Hrs.</u>	
Mar 18	Email correspondence with vendors and former employees regarding claims process and WEPP; preparation of [REDACTED].	3.5
Mar 19	Preparation of [REDACTED], discussions with J. Nevsky regarding same; email correspondence with the Company's finance team to discuss the reconciliation of certain CCAA deposits; phone call with Service Canada to discuss WEPP.	2.7



Mar 20	Review accounts payable listing for Old MM LP; email correspondence with the Company's finance team regarding require payments and [REDACTED]; attend on call with landlord legal counsel and Bennett Jones to discuss [REDACTED].	2.3
Mar 21	Email correspondence with vendors and former employees regarding the claims process; email correspondence with the company's finance team.	2.2
Mar 25	Email correspondence with vendors regarding the claims process.	0.4
Mar 26	Email correspondence with vendors regarding the claims process.	1.0
Mar 27	Email correspondence with vendors regarding the claims process; review of [REDACTED].	1.6
Mar 28	Email correspondence with vendors regarding the claims process; attend on call with the Company's finance team regarding [REDACTED].	1.2
Mar 31	Email correspondence with vendors regarding the claims process.	1.5
Apr 1	Email correspondence with vendors regarding the claims process; call with former employee regarding WEPP.	1.2
Apr 2	Email correspondence with vendors regarding the claims process.	0.3
Apr 3	Email correspondence with vendors regarding the claims process.	0.5
Apr 8	Email correspondence with vendors regarding the claims process.	0.3
Apr 10	Call with Service Canada regarding WEPP; email correspondence with vendors regarding the claims process.	0.5
Apr 16	Email correspondence with vendors regarding the claims process; call with Service Canada regarding WEPP; call with former employee to discuss WEPP.	0.6
Apr 17	Email correspondence with vendors regarding the claims process; submission of WEPP trustee information forms.	1.7
Apr 22	Email correspondence with vendors regarding the claims process.	1.5
Apr 23	Email correspondence with R. Demaskos regarding employee matters; email correspondence with vendors regarding the claims process.	0.6
Apr 24	Email correspondence with Bennett Jones regarding [REDACTED]	0.7
Apr 25	Email correspondence with vendors regarding the claims process.	0.7

Apr 29	Review trustee bank account transactions and reconciliation.	0.6
Apr 30	Email correspondence with vendors regarding the claims process.	0.5
May 1	Email correspondence with Bennett Jones regarding [REDACTED].	0.7
May 2	Email correspondence with vendors regarding the claims process.	0.6
May 3	Email correspondence with vendors regarding the claims process.	1.0
May 6	Email correspondence with vendors regarding the claims process.	0.2
May 7	Email correspondence with vendors regarding the claims process.	1.8
May 8	Email correspondence with vendors regarding the claims process.	0.8
May 9	Email correspondence with vendors regarding the claims process.	0.6
May 13	Email correspondence with vendors regarding the claims process.	0.8
May 14	Email correspondence with vendors regarding the claims process.	0.9
May 15	Email correspondence with vendors regarding the claims process.	1.4
May 21	Email correspondence with vendors regarding the claims process.	0.4
May 22	Email correspondence with vendors regarding the claims process.	0.8
May 23	Email correspondence with vendors regarding the claims process; email correspondence with Service Canada regarding WEPP.	1.1
May 24	Phone call with vendor to discuss transition of services and claims process, email correspondence with the Company regarding same.	0.8
May 27	Internal meeting to discuss case matters; email correspondence with the Company's finance team to discuss payment run.	0.8
May 28	Review of [REDACTED] and internal discussions regarding same; respond to vendor inquires related to the claims process.	2.3
May 29	Email correspondence with vendors regarding the claims process; review latest accounts payable listing for Old MM LP and meeting with the Company to discuss same; email correspondence with the Company's finance team regarding vendor claim reconciliations.	3.9

May 30	Review of [REDACTED] and internal discussions regarding same; respond to vendor inquiries related to the claims process; email correspondence with the Company's finance team regarding vendor claim reconciliations.	2.4
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TOTAL – M. Binder	47.4 hrs.
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K. Meng

Hrs.

Apr 17	Prepare and submit Trustee Information Form for the Wage Earner Protection Program ("WEPP"); process WEPP Proof of Claim forms from terminated employees of the Company.	4.0
Apr 18	Process WEPP Proof of Claim forms from terminated employees of the Company.	2.0
Apr 19	Process WEPP Proof of Claim forms from terminated employees of the Company.	1.0
Apr 22	Process WEPP Proof of Claim forms from terminated employees of the Company; prepare and send follow-up WEPP package emails.	5.0
Apr 23	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	3.0
Apr 24	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	4.0
Apr 25	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	1.0
Apr 26	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	2.0
Apr 29	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	2.3
Apr 30	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	0.5
May 1	Process WEPP Proof of Claim forms from terminated employees of the Company.	2.0
May 2	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	0.2



May 6	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	2.0
May 7	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	1.1
May 8	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process; respond to email inquiries from Company vendors on the claims process.	3.0
May 9	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process; respond to email inquiries from Company vendors on the claims process.	1.5
May 10	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	0.5
TOTAL – K. Meng		35.1 hrs.





Alvarez & Marsal Canada Inc.
Licensed Insolvency Trustees
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3501, P.O. Box 22
Toronto, ON M5J 2J1
Phone: +1 416 847 5200
Fax: +1 416 847 5201

August 7, 2024

Mastermind LP
415 Milner Ave.
Scarborough, ON
M1B 2L1

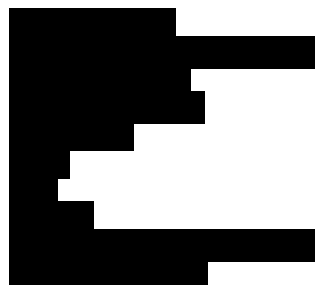
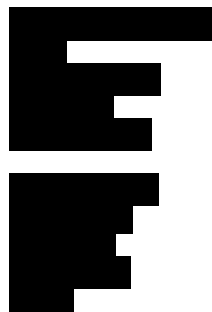
RE: MASTERMIND (the “Company”)
INVOICE #7 (844434B)

For professional services rendered in our capacity as Court-appointed Monitor under the *Companies’ Creditors Arrangement Act* pursuant to the Initial Order dated November 23, 2023, for the period June 2, 2024 to August 3, 2024.

BILLING SUMMARY

	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
J. Nevsky, Managing Director	6.6	\$965	6,369.00
M. Binder, Associate	27.9	\$480	13,392.00
K. Meng, Analyst *	114.4	\$380	43,472.00
	<u>148.9</u>		<u>\$63,233.00</u>
Add: Out of pocket expenses including case website maintenance charges and courier charges.			<u>659.51</u>
			<u>\$63,892.51</u>
Add: HST @ 13%			<u>8,306.03</u>
TOTAL INVOICE			<u>\$72,198.54</u>

**Kevin Meng - includes 13.5 hrs. not previously billed on Inv. #6*



<u>J. Nevsky</u>	<u>Hrs.</u>
June 10 Internal review of claims process updates.	0.5
June 11 Internal correspondence and review of revised claim submissions.	0.8
June 18 Correspondence with Bennett Jones regarding [REDACTED]	0.6
June 19 Internal update on claims process.	0.4
June 23 Review and finalize NORDS for dissemination.	0.5
June 25 Review and finalize NORDS for dissemination, and correspondence with landlords.	0.8
June 26 Prepare update email to stakeholder on claims process status.	0.4
July 3 Discussion regarding claims and Court Report for next hearing.	0.5
July 10 Correspondence with Bennett Jones on [REDACTED].	0.5
July 15 Correspondence with Benett Jones on [REDACTED].	0.5
July 19 Review of NORD and internal discussion on same.	0.5
Aug 1 Internal discuss and call with Bennett Jones regarding [REDACTED].	0.6
TOTAL – J. Nevsky	6.6 hrs.

<u>M. Binder</u>	<u>Hrs.</u>
June 5 Email correspondence with vendors; emails with Company regarding return of excess transaction proceeds and remaining priority payables.	1.3
June 7 Review [REDACTED] and discussions with K. Meng regarding same.	1.1
June 10 Email correspondence with vendors regarding the claims process.	0.4
June 11 Email correspondence with vendors regarding the claims process.	1.5
June 12 Email correspondence with vendors regarding the claims process; attend on call with Bennett Jones to discuss [REDACTED].	1.0
June 13 Email correspondence with vendors regarding the claims process.	1.8
June 14 Email correspondence with vendors regarding the claims process.	1.3

June 17	Email correspondence with vendors regarding the claims process.	0.4
June 19	Phone call with landlord; review draft NORD and discussions with K. Meng regarding same.	0.9
June 25	Review draft communications related to employee notices; review NORD and discussion with K. Meng regarding same.	0.8
June 26	Review [REDACTED] and prepare claims process update.	1.1
July 2	Prepare claims process update and email correspondence regarding same; review landlord communications; review [REDACTED].	1.2
July 3	Internal update on case matters; email correspondence with CRA and the Company regarding tax matters.	1.3
July 5	Email correspondence with landlords.	0.8
July 8	Email correspondence with vendors regarding the claims process.	0.4
July 9	Attend on call with the Company's finance team to discuss tax returns.	0.4
July 15	Attend on call with Bennett Jones to discuss [REDACTED] [REDACTED] drafting of the Fifth Report of the Monitor.	2.6
July 16	Email correspondence with vendors regarding the claims process.	0.4
July 17	Email correspondence with vendors regarding the claims process.	0.6
July 19	Review [REDACTED] and internal discussions with K. Meng regarding same.	0.7
July 22	Internal update on case matters; email correspondence with vendors regarding the claims process.	0.8
July 23	Email correspondence with vendors regarding the claims process.	0.4
July 24	Review draft A&M fee affidavit; review draft CCAA Termination and Distribution Order; drafting of Fifth Report of the Monitor.	0.7
July 25	Email correspondence with vendors regarding the claims process.	0.5
July 30	Discussions with K. Meng regarding claims; drafting of Fifth Report of the Monitor.	1.6
July 31	Drafting of Fifth Report of the Monitor.	2.3

Aug 1	Review [REDACTED]; review draft communications with claimants and discussions with K. Meng regarding same; email correspondence with vendors.	1.6
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TOTAL – M. Binder	27.9 hrs.
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K. Meng

Hrs.

May 28 *	Process WEPP Proof of Claim forms from terminated employees of the Company; call employees to follow-up on WEPP application process.	5.0
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May 29 *	Reconcile claim amounts submitted by Company vendors and compare to pre-filing quantum listed on file; process WEPP Proof of Claim forms from terminated employees of the Company.	6.0
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May 30 *	Reconcile claim amounts submitted by Company landlords and compare to agreed upon claim formula quantum.	2.5
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June 5	Respond to inquiries from stakeholders sent to the case email address; call utility vendors to ensure continued services to the Company's store locations.	1.0
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June 6	Process WEPP Proof of Claim forms from terminated employees of the Company.	0.1
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June 7	Call utility vendors to ensure continued services to the Company's store locations; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors.	3.0
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June 10	Process and reconcile Proofs of Claim submitted by the Company's unsecured creditors; respond to inquiries from stakeholders sent to the case email address.	7.0
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June 11	Process and reconcile Proofs of Claim submitted by the Company's unsecured creditors; respond to inquiries from stakeholders sent to the case email address.	5.0
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June 12	Call with Service Canada and M. Binder to discuss current process with WEPP payments to terminated employees of the Company; call with the Monitor's legal counsel and M. Binder to discuss [REDACTED].	2.0
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June 13	Respond to inquiries from stakeholders sent to the case email address; prepare General Claim Statements for unsecured restructuring period claims for landlords affected by the CCAA proceedings.	4.0
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June 14	Review and send General Claim Statement packages to landlords affected by the CCAA proceedings; prepare Notices of Revision or Disallowance for unsecured creditors that submitted Proofs of Claim.	5.0
June 17	Respond to email inquiries from landlords affected by the CCAA proceedings; prepare, review, and send Notices of Revision or Disallowance for unsecured creditors; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors.	6.0
June 19	Call landlords affected by the CCAA proceedings to answer inquiries; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors; respond to inquiries from stakeholders sent to the case email address.	2.0
June 24	Respond to inquiries from stakeholders sent to the case email address; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors; prepare Notices of Revision or Disallowance for landlords.	5.2
June 25	Respond to inquiries from stakeholders sent to the case email address; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors; prepare Notices of Revision or Disallowance for landlords; send General Claim Statements to unsecured creditors.	5.3
June 26	Prepare a summary update on the current claims process; correspond with Service Canada to understand the organization's timeline for processing WEPP payouts; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors; send Notices of Revision or Disallowance for landlords; call landlords affected by the CCAA proceedings to answer inquiries.	5.0
June 27	Respond to inquiries from stakeholders sent to the case email address; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors.	6.1
June 28	Process and reconcile Proofs of Claim submitted by the Company's unsecured creditors.	3.4
July 2	Respond to inquiries from stakeholders sent to the case email address; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors.	4.2
July 3	Respond to inquiries from stakeholders sent to the case email address; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors.	1.2

July 4	Respond to inquiries from stakeholders sent to the case email address; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors.	4.0
July 5	Respond to inquiries from stakeholders sent to the case email address.	1.0
July 8	Respond to inquiries from stakeholders sent to the case email address; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors; process WEPP Proofs of Claim submitted by former employees of the Company.	2.0
July 9	Respond to inquiries from stakeholders sent to the case email address.	0.4
July 11	Respond to inquiries from stakeholders sent to the case email address.	1.0
July 15	Respond to inquiries from stakeholders sent to the case email address; call landlords affected by the CCAA proceedings; meet with the Monitor's legal counsel and M. Binder to discuss [REDACTED].	4.1
July 16	Respond to inquiries from stakeholders sent to the case email address.	1.0
July 18	Respond to inquiries from stakeholders sent to the case email address.	0.2
July 19	Respond to inquiries from stakeholders sent to the case email address; prepare the Monitor's report to discuss the progress on the claims procedure; prepare Notices of Revision or Disallowance to unsecured claimants.	6.0
July 22	Respond to inquiries from stakeholders sent to the case email address; call landlords affected by the CCAA proceedings to answer inquiries; send Notices of Revision or Disallowance to unsecured claimants; prepare Fee Affidavit for the Monitor's activities.	1.3
July 23	Respond to inquiries from stakeholders sent to the case email address.	1.0
July 24	Respond to inquiries from stakeholders sent to the case email address; prepare Fee Affidavit for the Monitor's activities.	0.5
July 25	Respond to inquiries from stakeholders sent to the case email address; find email addresses of unsecured creditors to confirm mailing addresses.	4.0
July 29	Respond to inquiries from stakeholders sent to the case email address.	0.4
July 31	Respond to inquiries from stakeholders sent to the case email address; process and reconcile Proofs of Claim submitted by the Company's unsecured creditors.	2.0

Mastermind LP. – 844434B

DETAILED SUMMARY – June 2 to August 3, 2024

Aug 1	Draft claims procedure email to be sent to unsecured creditors; call claimants to answer queries; respond to inquiries from stakeholders sent to the case email address; call utility vendors to ensure continued services to the Company's store locations.	6.3
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Aug 2	Respond to inquiries from stakeholders sent to the case email address.	0.2
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TOTAL – K. Meng		114.4 hrs.
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**Hours not previously billed on Inv. #6*



THIS IS **EXHIBIT “B”** REFERRED TO IN
THE AFFIDAVIT OF JOSH NEVSKY,
SWORN BEFORE ME THIS 12TH DAY OF AUGUST, 2024.

A horizontal line is drawn across the page, starting from the left margin and ending at the right margin, passing behind the signature and name.

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

ALVAREZ & MARSAL CANADA INC.
COURT-APPOINTED MONITOR OF OLD MM GP INC.
(November 19, 2023 to August 3, 2024)

Invoice No.	Invoice Date	Invoice Period / Description	Total Hours	Fees	Disbursements	HST	Invoice Total (\$CAD)
Invoice #1	December 12, 2023	November 19, 2023 to December 2, 2023	228.7	\$147,251.50	\$.00	19,142.70	166,394.20
		Josh Nevsky	92.1	80,587.50			
		Ryan Gruneir	39.9	26,533.50			
		Mitchell Binder	96.7	40,130.50			
Invoice #2	December 21, 2023	December 3, 2023 to December 16, 2023	185.8	110,731.00	7,921.34	15,424.80	134,077.14
		Josh Nevsky	56.9	49,787.50			
		Ryan Gruneir	29.8	19,817.00			
		Mitchell Binder	99.1	41,126.50			
Invoice #3	January 8, 2024	December 17, 2023 to January 6, 2024	232.4	138,399.00	.00	17,991.87	156,390.87
		Josh Nevsky	74.3	65,012.50			
		Ryan Gruneir	31.1	20,681.50			
		Mitchell Binder	127.0	52,705.00			
Invoice #4	January 25, 2024	January 7, 2024 to January 15, 2024	105.2	65,186.00	1,000.49	8,564.59	74,751.08
		Josh Nevsky	46.8	40,950.00			
		Mitchell Binder	58.4	24,236.00			
Invoice #5	March 22, 2024	January 16, 2024 to March 16, 2024	162.8	90,285.00	16,037.13	13,821.88	120,144.01
		Josh Nevsky	27.8	26,827.00			
		Mitchell Binder	119.9	57,552.00			
		Connor Good	2.8	1,232.00			
		Ethan Krieger	12.3	4,674.00			
Invoice #6	June 3, 2024	March 17, 2024 to June 1, 2024	92.1	45,354.00	434.43	5,952.50	51,740.93
		Josh Nevsky	9.6	9,264.00			
		Mitchell Binder	47.4	22,752.00			
		Kevin Meng	35.1	13,338.00			
Invoice #7	August 7, 2024	June 2, 2024 to August 3, 2024	148.9	63,233.00	659.51	8,306.03	72,198.54
		Josh Nevsky	6.6	6,369.00			
		Mitchell Binder	27.9	13,392.00			
		Kevin Meng	114.4	43,472.00			
TOTAL			1,155.9	\$660,439.50	\$26,052.90	\$89,204.36	\$775,696.76

THIS IS **EXHIBIT “C”** REFERRED TO IN
THE AFFIDAVIT OF JOSH NEVSKY,
SWORN BEFORE ME THIS 12TH DAY OF AUGUST, 2024.

Joshua Foster
JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

ALVAREZ & MARSAL CANADA INC.
COURT-APPOINTED MONITOR OF THE OLD MM GP INC.
(November 19, 2023 to August 3, 2024)

Staff Member	Title	Total Hours	Avg Rate (\$CAD)	Amount Invoiced (\$CAD)
Josh Nevsky	Managing Director	314.1	887.61	278,797.50
Ryan Gruneir	Director	100.8	665.00	67,032.00
Mitchell Binder	Associate	576.4	437.01	251,894.00
Connor Good	Associate	2.8	440.00	1,232.00
Kevin Meng	Analyst	149.5	380.00	56,810.00
Ethan Krieger	Analyst	12.3	380.00	4,674.00
Total Fees (excl. Disbursements and HST)		1,155.9	Avg Rate \$571.36	\$660,439.50

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FEE AFFIDAVIT
(Sworn August 12, 2024)

BENNETT JONES LLP

3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Sean Zweig (LSO# 57307I)
Tel: (416) 777-6254
Email: zweigs@bennettjones.com

Joshua Foster (LSO# 79447K)
Tel: (416) 777-7906
Email: fosterj@bennettjones.com

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

APPENDIX I
FEE AFFIDAVIT OF SEAN ZWEIG

See attached.

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
OLD MM GP INC.**

Applicant

**FEE AFFIDAVIT
(Sworn August 12, 2024)**

I, Sean Zweig, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a partner at the law firm of Bennett Jones LLP ("**Bennett Jones**"), counsel to Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed monitor in the above-noted proceeding (in such capacity, the "**Monitor**"). As such, I have personal knowledge of the matters to which I hereinafter depose in this Affidavit. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all cases, believe it to be true.

2. Attached hereto as **Exhibit "A"** are copies of the Statements of Account rendered by Bennett Jones in connection with its role as counsel to the Monitor for the period between November 20, 2023 and July 31, 2024.¹ These Statements of Account have been redacted to

¹ The Statement of Account issued on December 11, 2023 reflects a single entry from November 15, 2023 that was not included in a prior Statement of Account issued by Bennett Jones, which prior Statement of Account is not subject to the approval sought and described herein.

address matters of confidentiality or privilege. Nothing in this Affidavit or its exhibits is intended to constitute a waiver of any applicable privilege.

3. Attached hereto as **Exhibit “B”** is a table summarizing the aforementioned Statements of Account for the fees and disbursements incurred by Bennett Jones in connection with these proceedings for the period between November 20, 2023 and July 31, 2024.

4. Attached hereto as **Exhibit “C”** is a table detailing, among other things, the hourly rates and the time expended by the various professionals at Bennett Jones who have worked on this matter for the period between November 20, 2023 and July 31, 2024.

5. The total legal fees (exclusive of disbursements and applicable taxes) billed by Bennett Jones for the aforementioned accounts to July 31, 2024, in connection with its role as counsel to the Monitor, are \$420,375.00. To the best of my knowledge, the rates charged by Bennett Jones are comparable to the rates charged for the provision of services of a similar nature and complexity by other large legal firms in the Toronto market.

6. This Affidavit is made in support of approval of the fees and disbursements of Bennett Jones as counsel to the Monitor, and for no other or improper purpose.

SWORN REMOTELY by Sean Zweig stated as being located in the City of Toronto, in the Province of Ontario, before me at the City of Oakville, in the Province of Ontario, on August 12th, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Joshua Foster

166433D07B49432...

JOSHUA FOSTER

Commissioner for Taking Affidavits
(or as may be)

DocuSigned by:

h 3

65B6BE2E814144E...

SEAN ZWEIG

THIS IS **EXHIBIT “A”** REFERRED TO IN
THE AFFIDAVIT OF SEAN ZWEIG,
SWORN BEFORE ME THIS 12TH DAY OF AUGUST, 2024.

DocuSigned by:

Joshua Foster

166433D07B49432...

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

**Bennett Jones**

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: December 11, 2023
Invoice: 1547194

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	123,394.00
Disbursements	\$	1,811.20
Total Due before Tax	\$	125,205.20
GST/HST	\$	16,276.68
Total Due in CAD	\$	141,481.88

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653



Bennett Jones

December 11, 2023
Page 2

Client:
Invoice No.:

092530.00003
1547194

Date	Name	Description	Hours
15/11/23	Olivia D'Innocenzo	Conducting corporate searches on Mastermind LP and Mastermind GP Inc.; Circulating same to J. Foster	0.50
20/11/23	Joshua Foster	Reviewing and revising draft Affidavit; Corresponding with S. Zweig regarding same; Reviewing and revising draft Initial Order; Corresponding with S. Zweig regarding same; [REDACTED] Reviewing revisions to draft Forbearance Agreement; Beginning to review revised draft security opinion	4.80
20/11/23	Milan Singh-Cheema	Reviewing and revising communications materials; Reviewing and commenting on revised Affidavit; Reviewing and commenting on Initial Order	7.30
20/11/23	Adam Taylor	Reviewing comments on draft security opinion; Reviewing Bank Act documents; Email to O. D'Innocenzo regarding searches; Revising draft opinion; Coordinating with local counsel	2.00
20/11/23	Sean Zweig	High-level review of updated communications plan; Call with J. Nevsky, N. MacParland and Birch Hill; Reviewing and commenting on draft termination letter; Call with Norton Rose and Davies regarding forbearance; Considering issues in connection with [REDACTED] [REDACTED]; Multiple calls regarding [REDACTED] [REDACTED] Reviewing and commenting on draft Initial Order; Reviewing and commenting on revised draft of security opinion; Reviewing updated forbearance agreement; Reviewing Davies' comments on Consulting Agreement and Sale Guidelines, and discussing same; Many calls with J. Nevsky throughout day and evening	5.40
20/11/23	Talia Bregman	Reviewing and revising template termination letter; Corresponding with S. Zweig regarding same; Circulating comments on same to Davies	1.50
20/11/23	Olivia D'Innocenzo	Conducting security searches on Mastermind LP and Mastermind GP Inc. in British Columbia, Alberta, Ontario, Manitoba, Nova Scotia, Newfoundland and Saskatchewan; Reviewing results and preparing summary reports; Circulating same to A. Taylor	2.30
21/11/23	Milan	Reviewing and revising Pre-Filing Report;	4.60



Bennett Jones

December 11, 2023
Page 3

Client:
Invoice No.:

092530.00003
1547194

Date	Name	Description	Hours
	Singh-Cheema	Consolidating revisions to Pre-Filing Report; Consolidating revisions to Affidavit; Reviewing and revising security opinion; Various correspondence with J. Foster, S. Zweig, Davies and A&M	
21/11/23	Joshua Foster	Participating in call with S. Zweig, A&M, counsel to the Applicant and certain Applicant representatives regarding employee communications and proposed KERP; Reviewing revised draft Affidavit; Reviewing revised draft Initial Order; Corresponding with counsel to the Applicant regarding same; Reviewing and revising draft Pre-Filing Report; Corresponding with S. Zweig regarding same; Reviewing revised draft Forbearance Agreement; Reviewing and providing comments on draft press release; [REDACTED] Reviewing various correspondence	6.20
21/11/23	Sean Zweig	Working on file throughout day in preparation for CCAA filing, including: Call with N. MacParland and J. Nevsky; Working on Pre-Filing Report throughout day; Call regarding [REDACTED] [REDACTED] Multiple calls with J. Nevsky; Dealing with Initial Order; Reviewing and commenting on revised draft of Affidavit, and discussing same; Reviewing drafts of press release; Discussing security opinion matters; Reviewing revised drafts of liquidator agreement and sale guidelines; Reviewing updated CCAA cash flow; Reviewing and considering revised forbearance agreement	7.20
21/11/23	Olivia D'Innocenzo	Conducting extra-provincial Bank Act searches; Reviewing results and circulating same to A. Taylor	0.70
21/11/23	Adam Taylor	Revising security opinion; Reviewing local counsel opinions and providing comments on same; Finalizing security opinion; Reviewing search results; Call with local counsel; Email to J. Foster regarding security opinions	4.30
22/11/23	Milan Singh-Cheema	Reviewing and responding to file related emails; Reviewing and providing comments on communications materials; Reviewing and revising the Pre-Filing Report of the Monitor and considering comments on same from J. Foster; Internal discussions regarding Pre-Filing Report of the Monitor	4.60
22/11/23	Joshua Foster	Participating in call with S. Zweig, A&M and counsel to the Applicant regarding various outstanding items; Reviewing and revising Pre-	5.70



Bennett Jones

December 11, 2023
Page 4

Client:
Invoice No.:

092530.00003
1547194

Date	Name	Description	Hours
		Filing Report; [REDACTED] [REDACTED] Reviewing revised form of Initial Order; Reviewing final Affidavit; Finalizing and submitting Pre-Filing Report; Reviewing various correspondence	
22/11/23	Sean Zweig	Working on file throughout day and evening, including: Call with Davies and A&M regarding various open issues, and working through same; Call with Gordon Brothers and Osler regarding liquidation; Call with N. MacParland and J. Nevsky; Working on Pre-filing Report, Forbearance Agreement, Liquidator Agreements, security opinion, communication plan, and potential going concern transaction; Many discussions with J. Nevsky; Other correspondence	5.90
23/11/23	Joshua Foster	Preparing for and participating in application for the Initial Order; Discussing same with M. Singh- Cheema; Reviewing form of Initial Order granted; Reviewing and providing comments on draft correspondence to key vendors and landlords; Corresponding with counsel to the Applicant regarding same; [REDACTED] [REDACTED] Corresponding with T. Bregman regarding [REDACTED] Reviewing various correspondence	3.20
23/11/23	Milan Singh-Cheema	Reviewing and responding to file related emails; Preparing for and attending at hearing; Discussion with J. Foster regarding next steps; Reviewing draft emails provided by Edelson with communications to suppliers, landlords and key vendors	2.70
23/11/23	Talia Bregman	Reviewing employee listing and other correspondence; Emails with S. Zweig regarding comments on same	0.80
23/11/23	Sean Zweig	Call with J. Nevsky; Preparing for and attending at hearing; Meeting with Davies, A&M and Birch Hill regarding forbearance agreement, consulting agreement, and going concern transaction; Reviewing draft communications to key stakeholders; Emails regarding [REDACTED] [REDACTED] Reviewing [REDACTED] [REDACTED]	7.60
24/11/23	Joshua Foster	Reviewing and revising certain vendor communications; [REDACTED] [REDACTED] Corresponding with S.	2.90



Bennett Jones

December 11, 2023
Page 5

Client:
Invoice No.:

092530.00003
1547194

Date	Name	Description	Hours
		Zweig regarding same; Participating in call with S. Zweig and M. Singh-Cheema regarding certain next steps; Corresponding with K. Spence; Reviewing and revising Service List; Corresponding with S. Zweig regarding same; Participating in call with K. Spence regarding same; Serving Pre-Filing Report of the Proposed Monitor; Reviewing proposed revisions to the draft Forbearance Agreement; Reviewing various correspondence	
24/11/23	Milan Singh-Cheema	Reviewing [REDACTED]; Reviewing and responding to file related emails; Discussion with J. Foster and S. Zweig regarding next steps and current status of documents required for comeback hearing; Reviewing leases for notice provisions; Call with A. Taylor regarding review of Birch Hill security	4.70
24/11/23	Talia Bregman	Emails with Davies regarding employment-related matters; Reviewing revised termination letter and corresponding regarding same; Reviewing email regarding preparation of termination letters and re-location letters	0.40
24/11/23	Preet Gill	Phone call with S. Zweig	0.20
24/11/23	Sean Zweig	Various correspondence throughout day regarding potential going concern transaction, [REDACTED]; Call with internal team; Emails regarding employment matters; Reviewing revised Consulting Agreement and Sale Guidelines; Many discussions with J. Nevsky; Reviewing Birch Hill security, and correspondence regarding same; Correspondence regarding [REDACTED]; Reviewing and commenting on revised Forbearance Agreement; Other correspondence	3.10
24/11/23	Adam Taylor	Reviewing Birch Hill notes and security; Reviewing search results; Drafting email setting out analysis of Birch Hill security	3.70
25/11/23	Joshua Foster	Reviewing various correspondence pertaining to draft Sale Order, draft ARIQ and draft APA	0.10
25/11/23	Milan Singh-Cheema	Reviewing and responding to file related emails; Comprehensive review and drafting comments on Asset Purchase Agreement	2.40
25/11/23	Sean Zweig	Correspondence regarding forbearance agreement, and reviewing revised draft of same; Multiple	4.80



Bennett Jones

December 11, 2023
Page 6

Client:
Invoice No.:

092530.00003
1547194

Date	Name	Description	Hours
		discussions with J. Nevksy throughout day; Reviewing and commenting on draft APA; Reviewing and commenting on draft ARIO and Liquidation Approval Order; Reviewing and discussing concept for APA	
26/11/23	Milan Singh-Cheema	Reviewing and responding to file related emails; Reviewing and commenting on the ARIO and Sale Order; Reviewing and revising newspaper notice	3.30
26/11/23	Joshua Foster	Reviewing and providing comments on draft Sale Order and draft ARIO; Corresponding with S. Zweig and M. Singh-Cheema regarding same; Corresponding with counsel to the Applicant regarding same; Reviewing additional revisions proposed to draft Forbearance Agreement; Reviewing executed Consulting Agreement; Reviewing and providing comments on draft notice; [REDACTED] Reviewing various correspondence	4.00
26/11/23	Sean Zweig	Reviewing revised drafts of APA, and emails and discussions with respect thereto; Two calls with counsel to potential purchaser; Emails regarding same; Reviewing revised ARIO and Liquidation Approval Order, and various correspondence with respect thereto; Discussing newspaper notice; Reviewing revised forbearance agreement from bank, and commenting on same; Emails regarding employment matters	2.90
27/11/23	Joshua Foster	Participating in call with S. Zweig, A&M, and counsel to the Applicant regarding draft Forbearance Agreement; Participating in call with A&M, the Applicant and the Applicant's counsel regarding the Forbearance Agreement and the directors' charge; Participating in call with S. Zweig, A&M and counsel to the Applicant regarding the Forbearance Agreement and the priority of the charges; Participating in call with S. Zweig, A&M, counsel to the Applicant and counsel to the proposed purchaser regarding draft APA; Reviewing and providing comments on draft Affidavit; Corresponding with S. Zweig and M. Singh-Cheema regarding same; Beginning to review and revise draft First Report; Considering issues related to [REDACTED]; Reviewing various correspondence	6.30
27/11/23	Milan Singh-Cheema	Reviewing leases for notice provisions; Reviewing and responding to file related emails; Reviewing	3.80



Bennett Jones

December 11, 2023
Page 7

Client:
Invoice No.:

092530.00003
1547194

Date	Name	Description	Hours
		and commenting on Second Affidavit and First Report of the Monitor	
27/11/23	Sean Zweig	Working on file throughout day and evening in connection with comeback hearing and going concern transaction, including: Call regarding forbearance agreement; Calls with A&M and Davies; Call with Birch Hill; Call with Faskens and Davies regarding APA; Working on various court documents	4.80
28/11/23	Joshua Foster	Reviewing further revisions to draft Affidavit; Participating in call to discuss draft Affidavit and outstanding issues related to same; Reviewing and providing comments on draft First Report of the Monitor; Corresponding with S. Zweig and M. Singh-Cheema regarding same; [REDACTED] Corresponding with counsel to the Applicant regarding same; Reviewing revised draft ARIO; Corresponding with S. Zweig regarding same; Corresponding with counsel to the Applicant regarding same; Participating in call with S. Zweig to discuss [REDACTED]; Corresponding with counsel to the Applicant regarding same; Reviewing various correspondence	8.40
28/11/23	Milan Singh-Cheema	Reading and responding to file related emails; Reviewing draft Asset Purchase Agreement; Reviewing and providing comments on draft updated ARIO	2.80
28/11/23	Sean Zweig	Working throughout day and evening in connection with upcoming motion and going concern transaction	5.60
28/11/23	Talia Bregman	Reviewing employee census and KERP letters and corresponding with S. Zweig regarding same; Drafting note regarding [REDACTED]	1.50
29/11/23	Joshua Foster	Finalizing First Report of the Monitor; [REDACTED] Participating in multiple calls regarding [REDACTED]; Corresponding with counsel to the Applicant regarding same; Participating in call with K. Spence regarding the First Report; Reviewing draft Assignment Agreement; Corresponding with S. Zweig regarding same; Reviewing various	5.20



Bennett Jones

December 11, 2023
Page 8

Client:
Invoice No.:

092530.00003
1547194

Date	Name	Description	Hours
		correspondence	
29/11/23	Milan Singh-Cheema	Reviewing and commenting on First Report; Reviewing blackline of final Second Affidavit to previously circulated version; Call with liquidator; Finalizing First Report; Corresponding with J. Foster regarding First Report; Reading and responding to file related emails	2.90
29/11/23	Talia Bregman	Emailing Davies' employment counsel regarding [REDACTED]; Reviewing correspondence regarding upcoming terminations and employee transitions	0.30
29/11/23	Preet Gill	Phone call with S. Zweig regarding [REDACTED]; Reviewing documentation and materials in respect of same	0.50
29/11/23	Sean Zweig	Many calls and emails throughout day and evening in connection with upcoming comeback motion and going concern transaction; Working on documents in connection with same	5.20
30/11/23	Joshua Foster	Preparing for and participating in motion for an Amended and Restated Initial Order and Liquidation Sale Approval Order; Reviewing and revising draft vendor letter; [REDACTED] Reviewing various correspondence in connection with draft APA and Guarantee	2.20
30/11/23	Talia Bregman	Reviewing correspondence and details regarding additional employee terminations and emailing S. Zweig regarding same	0.20
30/11/23	Sean Zweig	Preparing for and attending at comeback hearing; Many calls and emails throughout day and evening in connection with going concern transaction; Working on documents in connection with same	5.10

Total Hours	164.60
Total Professional Services	\$ 123,394.00

Name	Hours	Rate
Preet Gill	0.70	\$ 960.00
Sean Zweig	57.60	\$ 1,035.00
Talia Bregman	4.70	\$ 860.00
Adam Taylor	10.00	\$ 835.00
Joshua Foster	49.00	\$ 630.00
Milan Singh-Cheema	39.10	\$ 465.00
Olivia D'Innocenzo	3.50	\$ 475.00



December 11, 2023
Page 9

Client: 092530.00003
Invoice No.: 1547194

Disbursements		Amount
Online Government Service	\$	1,811.20
Total Disbursements	\$	1,811.20
GST/HST	\$	16,276.68
TOTAL DUE	\$	141,481.88



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: December 11, 2023
Invoice: 1547194

Remittance Statement

Professional Services	\$	123,394.00
Disbursements	\$	1,811.20
Total Due before Tax	\$	125,205.20
GST/HST	\$	16,276.68
Total Due in CAD	\$	141,481.88

092530.00003
1547194

**Bennett Jones**

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: December 31, 2023
Invoice: 1556006

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	97,924.00
Disbursements	\$	12,856.09
Other Charges	\$	32.25
Total Due before Tax	\$	110,812.34
GST/HST	\$	14,405.60
Total Due in CAD	\$	125,217.94

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653



Bennett Jones

December 31, 2023
Page 2

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
01/12/23	Joshua Foster	Reviewing further revised draft APA; Participating in call with counsel to the Applicant and J. Nevsky regarding same; Reviewing and revising draft Approval and Vesting Order; Corresponding with S. Zweig regarding same; Corresponding with counsel to the Applicant and counsel to the proposed Purchaser regarding same; Corresponding with J. Nevsky regarding [REDACTED]; Reviewing various correspondence	2.60
01/12/23	Talia Bregman	Reviewing correspondence and materials regarding employee terminations	0.20
01/12/23	Sean Zweig	Call with Monitor, Davies and Birch Hill; Reviewing and commenting on drafts of Approval and Vesting Order; Reviewing revised drafts of APA, and discussions regarding same; Emails regarding employment matters; Various correspondence with J. Nevsky	2.90
01/12/23	Adam Taylor	Continuing review of Birch Hill security documents and PPSA registrations	1.10
02/12/23	Joshua Foster	Reviewing Endorsement granted	0.20
02/12/23	Sean Zweig	Reviewing Endorsement from comeback hearing	0.10
03/12/23	Joshua Foster	Reviewing executed Guarantee, Forbearance Agreement, Assignment Agreement and Joinder Agreement	1.00
03/12/23	Sean Zweig	Reviewing draft press release, and correspondence in connection with same	0.20
04/12/23	Milan Singh-Cheema	Reviewing and responding to file-related emails; Reviewing Forbearance Agreement and Asset Purchase Agreement for deadlines and diarizing to follow up on same; Call with J. Foster and S. Zweig regarding next steps; Creating timeline of next steps	2.60
04/12/23	Joshua Foster	Call with S. Zweig and M. Singh-Cheema regarding anticipated sale approval hearing and related next steps; Corresponding with counsel to the Applicant regarding same; Reviewing executed APA	1.70
04/12/23	Talia Bregman	Reviewing employee lists and other employment-related documentation and corresponding with S. Zweig and Davies' employment team regarding	0.80



Bennett Jones

December 31, 2023
Page 3

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
		same	
04/12/23	Sean Zweig	Internal call regarding next steps; Discussion with T. Bregman regarding employment matters; Correspondence regarding APA; Discussions with J. Nevksy; Various emails with Davies regarding relief to be sought; Various other correspondence regarding multiple issues	1.30
05/12/23	Joshua Foster	Reviewing and providing comments on draft Affidavit; Corresponding with S. Zweig and M. Singh-Cheema regarding same; Reviewing additional comments on draft Affidavit from S. Zweig; Reviewing various correspondence	2.70
05/12/23	Milan Singh-Cheema	Revising and drafting comments on third Affidavit of L. Milanovich; Reviewing and responding to file-related emails	1.20
05/12/23	Talia Bregman	Reviewing emails regarding store closures	0.20
05/12/23	Sean Zweig	Emails with E. Lamek; Discussions and considerations regarding various next steps; Reviewing and commenting on draft Affidavit; Discussions with J. Nevsky	2.10
05/12/23	Adam Taylor	Drafting security review opinion covering Birch Hill matters; Email to local counsel regarding local counsel opinions	3.00
06/12/23	Joshua Foster	Finalizing review and mark-up of draft Affidavit; Corresponding with counsel to the Applicant regarding same; Participating in call with S. Zweig, J. Nevsky, the Applicant and counsel to the Applicant regarding various next steps and outstanding issues; Reviewing further revised Affidavit and correspondence related thereto	1.60
06/12/23	Talia Bregman	Participating in group call to discuss employment-related matters; [REDACTED] Reviewing updated employee termination list and form of termination letter	1.10
06/12/23	Sean Zweig	Reviewing [REDACTED]; Call with Monitor, Davies and Birch Hill; Follow-up call with T. Bregman; Emails regarding various employment matters; Call with E. Lamek and N. MacParland; Multiple calls with J. Nevsky; Emails and call regarding [REDACTED]; Reviewing revised Affidavit; Reviewing final motion record served	3.00



Bennett Jones

December 31, 2023
Page 4

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
07/12/23	Joshua Foster	Reviewing and revising draft Second Report; Corresponding with S. Zweig and M. Singh-Cheema regarding same; Reviewing various correspondence	3.00
07/12/23	Talia Bregman	Corresponding regarding [REDACTED]	0.10
07/12/23	Milan Singh-Cheema	Reviewing and responding to file-related emails; Reviewing Second Report; Conducting a subsequent review of the Second Report and revising certain sections based on correspondence with J. Foster; Reviewing [REDACTED]; [REDACTED]; [REDACTED]; Reviewing and commenting on notice of lease disclaimer drafted by Davies	4.70
07/12/23	Sean Zweig	Multiple discussions with J. Nevsky; Reviewing and commenting on draft Second Report; Emails regarding [REDACTED]; Emails regarding [REDACTED]; Reviewing information for CIBC; Reviewing and commenting on draft Birch Hill security opinion; Correspondence regarding APA matters; Reviewing and commenting on disclaimer notice and related matters; Reviewing [REDACTED]; Reviewing revised draft of same	3.60
07/12/23	Adam Taylor	Reviewing local counsel opinions and providing comments on same; Email to J. Foster	2.00
08/12/23	Milan Singh-Cheema	Reviewing security opinions provided by A. Taylor, McInnes Cooper and MLT Aikins; Reviewing and responding to file-related emails; Corresponding with Davies and A&M regarding lease disclaimers and Second Report; Revising Second Report	1.50
08/12/23	Sean Zweig	Various correspondence in connection with finalizing Birch Hill security opinions; Correspondence regarding disclaimers; Emails regarding WEPPA relief; Reviewing Davies' comments on Report; Emails regarding employment matters; Reviewing Fasken's comments on Report; Discussions with J. Nevsky	1.20
08/12/23	Adam Taylor	Finalizing security review opinion; Email to M. Singh-Cheema regarding same; Coordinating delivery of local counsel opinions	1.60



Bennett Jones

December 31, 2023
Page 5

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
09/12/23	Milan Singh-Cheema	Reviewing and responding to file-related emails; Working on Second Report	0.60
09/12/23	Sean Zweig	Reviewing and commenting on [REDACTED]; Two discussions with J. Nevsky regarding same; Reviewing revised draft of Report [REDACTED]	1.50
10/12/23	Milan Singh-Cheema	Reviewing and responding to file-related emails; Finalizing Second Report and serving it on the Service List	1.10
10/12/23	Sean Zweig	Call with J. Nevsky regarding [REDACTED]; Reviewing revised draft of same; Dealing with finalizing Report and service of same, including various correspondence	0.60
11/12/23	Milan Singh-Cheema	Reviewing and responding to file-related emails, including emails relating to filing and issuing of documents; Filing Second Report with the Court; Reviewing [REDACTED]	1.70
11/12/23	Joshua Foster	Participating in call with R. Gruneir regarding [REDACTED]; Revising draft letter agreement	0.80
11/12/23	Sean Zweig	Emails regarding lease disclaimers and finalizing same; Emails regarding [REDACTED]; Call with J. Nevsky; Reviewing correspondence with counsel to former owners and directors; Emails with purchaser regarding proposed change to structure; Reviewing draft vendor letter; Considering [REDACTED] Various other correspondence	1.70
12/12/23	Milan Singh-Cheema	Reviewing and responding to email correspondence	0.20
12/12/23	Sean Zweig	Reviewing N. Renner's comments on vendor letter, and discussions regarding same; Emails regarding lease disclaimers; Call with J. Nevsky and N. MacParland; Reviewing updated AVO; Reviewing correspondence regarding [REDACTED]; Emails regarding excluded contracts	1.60
13/12/23	Milan	Call with E. Park, N. McParland and D. Chochla to	3.20



Bennett Jones

December 31, 2023
Page 6

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
	Singh-Cheema	discuss CRA tax issues; Correspondence with CRA, Davies and Fasken; Reviewing and responding to file-related emails; Attending hearing; Call with Fasken and Davies regarding closing matters	
13/12/23	Joshua Foster	Reviewing further revised draft letter agreement; Revising same; [REDACTED] Corresponding with counsel to the Applicant regarding same	1.50
13/12/23	Sean Zweig	Various correspondence regarding included/excluded contracts in transaction; Emails with counsel to creditor; Correspondence regarding [REDACTED]; Emails regarding employees to be assumed; Reviewing Supplemental Motion Record; Preparing for and attending at hearing; Reviewing mark-up of vendor letter, and correspondence regarding same; Reviewing Endorsement and Order granted; Call with Fasken and Davies regarding closing issues	2.90
14/12/23	Sean Zweig	Emails regarding CIBC loan balance; Various correspondence regarding included/excluded contracts; Call with N. Renner regarding WEPPA and other matters; Considering [REDACTED]; [REDACTED]; Reviewing variance report and analysis	0.80
15/12/23	Katelyn Weller	Email from S. Zweig regarding [REDACTED] consideration of same and emails regarding same	0.30
15/12/23	Sean Zweig	Emails regarding assignment motion; Considering issues in connection with [REDACTED]; [REDACTED]; Reviewing and commenting on draft Canada Post agreement; Emails regarding employment matters	0.80
16/12/23	Milan Singh-Cheema	Reviewing and responding to file-related emails; Reviewing Discretionary Bonus Pool Agreement	0.40
16/12/23	Katelyn Weller	Emails from and to S. Zweig regarding [REDACTED]	0.20
16/12/23	Sean Zweig	Emails regarding [REDACTED], and considering same; Call with J. Nevsky	1.00
17/12/23	Katelyn Weller	Further email to S. Zweig regarding [REDACTED] Review of [REDACTED]	1.50



Bennett Jones

December 31, 2023
Page 7

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
		termination templates and comments to S. Zweig regarding same	
17/12/23	Sean Zweig	Further correspondence regarding various employment matters; Reviewing draft termination letters, and emails regarding same	0.80
17/12/23	Talia Bregman	Reviewing correspondence regarding [REDACTED]	0.10
18/12/23	Joshua Foster	Reviewing and revising draft WEPP Q&A; [REDACTED] [REDACTED] [REDACTED] Drafting material provisions of the proposed Ancillary Order; Corresponding with S. Zweig regarding same; [REDACTED] [REDACTED] Reviewing Endorsement issued in connection with the Approval and Vesting Order; Reviewing various correspondence	5.40
18/12/23	Sean Zweig	Meeting with J. Foster regarding various work streams; Various emails regarding employment matters throughout day, and considering same; Reviewing and commenting on draft enhanced powers rider for Ancillary Order; Reviewing and commenting on WEPPA Q&A; Discussion and correspondence in connection with [REDACTED]	1.60
18/12/23	Talia Bregman	Reviewing comments on WEPP Q&A	0.10
18/12/23	Katelyn Weller	Reviewing and responding to various emails from S. Zweig	1.50
19/12/23	Joshua Foster	Reviewing and revising draft Closing Agenda; Corresponding with S. Zweig and M. Singh-Cheema regarding same; Corresponding with counsel to the Applicant regarding same; Participating in call with S. Zweig, A&M and counsel to the Applicant regarding draft Ancillary Order; Providing draft rider to the proposed Ancillary Order to counsel to the Applicant; Participating in call with S. Zweig regarding proposed claims procedure; [REDACTED] [REDACTED] Corresponding with S. Zweig regarding same	4.50
19/12/23	Milan Singh-Cheema	Reviewing and commenting on closing agenda; Reviewing and responding to file-related emails	1.20



Bennett Jones

December 31, 2023
Page 8

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
19/12/23	Sean Zweig	Various correspondence in connection with [REDACTED]; Emails regarding employment matters, and considering same; Reviewing updated excluded/assumed contract schedules; Call with J. Nevsky; Call with Davies and A&M; Follow-up discussions with each of J. Nevsky and J. Foster; [REDACTED] Reviewing closing agenda and discussing same; Reviewing updated draft of same from Davies; [REDACTED]	2.60
19/12/23	Talia Bregman	Reviewing correspondence regarding [REDACTED] [REDACTED]	0.10
19/12/23	Katelyn Weller	Reviewing and responding to emails from S. Zweig regarding termination matters	0.40
20/12/23	Milan Singh-Cheema	Reviewing and responding to file-related emails; Call with J. Foster regarding [REDACTED] [REDACTED]	3.00
20/12/23	Joshua Foster	Beginning to draft Claims Procedure Order; Beginning to prepare draft Notice of Motion, Motion Record shell and Factum in connection with Claims Procedure Order to be sought; Participating in call with M. Singh-Cheema regarding [REDACTED] [REDACTED] Participating in call with counsel to the Applicant, counsel to the purchaser, S. Zweig and A&M regarding closing steps and related issues; Corresponding with A&M regarding [REDACTED]	6.20
20/12/23	Sean Zweig	Emails regarding employment matters; Call with J. Nevsky; Attending closing call; Emails regarding claims procedure, and considering same	2.00
21/12/23	Joshua Foster	Continuing to draft Claims Procedure Order; Conducting research regarding [REDACTED] [REDACTED] Beginning to prepare summary of same	6.90
21/12/23	Milan Singh-Cheema	Drafting factum; Reviewing and responding to file-related emails; Researching [REDACTED]	1.50



Bennett Jones

December 31, 2023
Page 9

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
21/12/23	Sean Zweig	Call with J. Nevsky and N. MacParland; Various other correspondence; Emails with E. Lamek; Considering certain next steps and related issues	1.40
22/12/23	Joshua Foster	Continuing to draft Claims Procedure Order; Finalizing summary overview of [REDACTED] [REDACTED] Corresponding with S. Zweig and M. Singh-Cheema regarding same; Drafting template termination letter to be provided to certain vendors and service providers; Corresponding with S. Zweig and M. Singh-Cheema regarding same; [REDACTED] [REDACTED]	3.70
22/12/23	Milan Singh-Cheema	Reviewing and responding to file-related emails; Reviewing [REDACTED] [REDACTED]	0.70
22/12/23	Sean Zweig	Considering issue in connection with [REDACTED] and discussing same; Emails regarding various closing matters; Reviewing draft letter to suppliers regarding termination	1.10
26/12/23	Joshua Foster	Reviewing various correspondence in connection with steps to be completed prior to closing	0.10
26/12/23	Sean Zweig	Various emails in connection with multiple issues and work streams	0.50
27/12/23	Joshua Foster	Participating in call with A&M, counsel to the Applicant, counsel to the purchaser, the Applicant and the purchaser regarding various closing matters; [REDACTED] Corresponding with S. Zweig regarding same; Beginning to review additional closing documents prepared by counsel to the purchaser; Corresponding with M. Singh-Cheema regarding same	2.60
27/12/23	Talia Bregman	Corresponding regarding purchaser's employment offers and reviewing same	0.20
27/12/23	Milan Singh-Cheema	Reviewing and responding to file-related correspondence; Reviewing closing documents from Fasken	2.00



Bennett Jones

December 31, 2023
Page 10

Client:
Invoice No.:

092530.00003
1556006

Date	Name	Description	Hours
27/12/23	Sean Zweig	Various correspondence in connection with closing matters and documents; Reviewing updated closing agenda; Reviewing draft letter regarding buyer's financial wherewithal, considering same, and correspondence regarding same; Reviewing draft employee letters; Reviewing HST summary, and considering same	1.30
28/12/23	Joshua Foster	Reviewing and providing comments on certain additional closing documents; Corresponding with M. Singh-Cheema regarding same; [REDACTED] Corresponding with counsel to the Applicant regarding same; Participating in call with [REDACTED] Corresponding internally regarding employee offer letters; [REDACTED] Corresponding with counsel to the Applicant regarding same; Reviewing various correspondence	2.90
28/12/23	Talia Bregman	Reviewing [REDACTED]; Drafting note regarding [REDACTED] and correspondence regarding same	2.20
28/12/23	Sean Zweig	Reviewing additional forms of employee letters, and various correspondence regarding same with Davies and internal team; Considering [REDACTED] Reviewing comments on draft closing documents; Correspondence regarding buyer's financial wherewithal letter; Reviewing comments on closing agenda; Reviewing email regarding [REDACTED]	1.50
29/12/23	Joshua Foster	Reviewing and providing comments on draft Acknowledgement; [REDACTED] Corresponding with counsel to the Applicant regarding same; Corresponding with A&M regarding [REDACTED] Reviewing various correspondence pertaining to retained employee offer letters	0.70
29/12/23	Talia Bregman	Reviewing template offer letters from Unity and correspondence and revisions regarding same; [REDACTED]	0.50



Bennett Jones

December 31, 2023
Page 11

Client: 092530.00003
Invoice No.: 1556006

Date	Name	Description	Hours
29/12/23	Sean Zweig	Emails throughout day regarding closing matters and documents	0.70
30/12/23	Sean Zweig	Various correspondence with J. Nevsky regarding [REDACTED]	0.50
31/12/23	Joshua Foster	Corresponding with T. Bregman regarding employee offer letters	0.10
31/12/23	Talia Bregman	Reviewing revised template offer letter and corresponding regarding same	0.20
31/12/23	Sean Zweig	Further correspondence regarding employment letters, and reviewing proposed revisions to same	0.20
Total Hours			130.70
Total Professional Services			\$ 97,924.00

Name	Hours	Rate
Sean Zweig	39.50	\$ 1,035.00
Talia Bregman	5.80	\$ 860.00
Adam Taylor	7.70	\$ 835.00
Joshua Foster	48.20	\$ 630.00
Katelyn Weller	3.90	\$ 860.00
Milan Singh-Cheema	25.60	\$ 465.00

Disbursements	Amount
Professional Services	\$ 12,856.09
Total Disbursements	\$ 12,856.09

Other Charges	Amount
Printing	\$ 32.25
Total Other Charges	\$ 32.25
GST/HST	\$ 14,405.60
TOTAL DUE	\$ 125,217.94



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: December 31, 2023
Invoice: 1556006

Remittance Statement

Professional Services	\$	97,924.00
Disbursements	\$	12,856.09
Other Charges	\$	32.25
Total Due before Tax	\$	110,812.34
GST/HST	\$	14,405.60
Total Due in CAD	\$	125,217.94

092530.00003
1556006



Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: January 18, 2024
Invoice: 1556485

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	98,910.00
Other Charges	\$	30.75
Total Due before Tax	\$	98,940.75
GST/HST	\$	12,862.30
Total Due in CAD	\$	111,803.05

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653



Bennett Jones

January 18, 2024
Page 2

Client:
Invoice No.:

092530.00003
1556485

Date	Name	Description	Hours
01/01/24	Joshua Foster	Continuing to draft Claims Procedure Order and the various schedules thereto; [REDACTED] [REDACTED] Reviewing revised retained employee offer letters and correspondence regarding same	6.10
01/01/24	Talia Bregman	Reviewing revisions to template offer letter from Unity	0.10
01/01/24	Sean Zweig	Reviewing revised employee offer letter, and correspondence regarding same	0.20
02/01/24	Joshua Foster	Reviewing various correspondence in connection with offer letters to be provided to retained employees; Discussing letters to be drafted and provided to certain vendors with S. Zweig	0.20
02/01/24	Milan Singh-Cheema	Drafting Factum for Claims Procedure Order motion	1.30
02/01/24	Talia Bregman	Reviewing further revisions to template offer letter and corresponding with S. Zweig regarding same	0.20
02/01/24	Sean Zweig	Call with CIBC; Call with J. Nevsky and N. MacParland; Emails in connection with purchase price allocation; Various correspondence regarding [REDACTED] and reviewing revised drafts of employee documents; Reviewing emails regarding gift cards, and discussing same	1.90
03/01/24	Joshua Foster	Drafting template termination letters to certain service providers; Corresponding with S. Zweig regarding same; [REDACTED] [REDACTED] Participating in weekly closing update call; Reviewing and revising draft Amendment Agreement; Corresponding with M. Singh-Cheema regarding same; [REDACTED] [REDACTED] Reviewing and providing comments on draft Assignment Order; Corresponding with S. Zweig regarding same; [REDACTED] Reviewing various correspondence	4.50
03/01/24	Milan Singh-Cheema	Reviewing Claims Procedure Order and updating the Factum based on same; Reviewing and responding to file related correspondence; Reviewing draft Assignment Order; Reviewing amendment to APA	5.30
03/01/24	Talia Bregman	Reviewing updated template offer letters and	0.20



Bennett Jones

January 18, 2024
Page 3

Client:
Invoice No.:

092530.00003
1556485

Date	Name	Description	Hours
		corresponding regarding same	
03/01/24	Sean Zweig	Emails in connection with key contracts; Reviewing proposed final employee letters; Reviewing updated closing agenda; Attending weekly closing call; Reviewing draft closing documents and discussions regarding same; [REDACTED] Reviewing and commenting on draft letters to suppliers; Other correspondence throughout day in connection with closing and other matters	3.10
04/01/24	Joshua Foster	Reviewing and providing comments on draft Affidavit; Corresponding with S. Zweig regarding same; [REDACTED] Reviewing and providing comments on draft Ancillary Order; Corresponding with S. Zweig regarding same; [REDACTED] Corresponding with counsel to the Applicant regarding same; Participating in call to discuss draft Assignment Order; Reviewing and providing comments on draft letter to counterparties to assigned contracts; [REDACTED] Corresponding with counsel to the Applicant regarding same; Reviewing various correspondence	4.30
04/01/24	Milan Singh-Cheema	Drafting Factum and Notice of Motion for claims procedure motion; Reviewing and responding to file related emails	2.70
04/01/24	Sean Zweig	Call with J. Nevsky and N. MacParland; Reviewing and commenting on draft Assignment Order; Reviewing proposed assumed/excluded contract lists; Call regarding Assignment Order; Reviewing and commenting on draft Affidavit; Reviewing letters regarding [REDACTED]; Reviewing and commenting on draft letter to contract counterparties; Reviewing various closing documents and comments on same; Various other correspondence throughout day	3.60
05/01/24	Joshua Foster	Reviewing revisions to proposed Ancillary Order and Assignment Order; Participating in call with the Applicant, counsel to the Applicant and A&M regarding certain employee-related issues; Beginning to review and provide comments on draft Third Report; Corresponding with M. Singh-Cheema regarding same; Beginning to review	3.60



Bennett Jones

January 18, 2024
Page 4

Client:
Invoice No.:

092530.00003
1556485

Date	Name	Description	Hours
		Motion Record of the Applicant; Reviewing various correspondence	
05/01/24	Milan Singh-Cheema	Reviewing and responding to file related correspondence; Reviewing Third Report of the Monitor and drafting rider for same	2.70
05/01/24	Sean Zweig	Reviewing [REDACTED]; Reviewing Fasken's comments on Assignment Order; High-level review of draft Monitor's Report; Reviewing Fasken's comments on Ancillary Order; Reviewing revised Ancillary Order; Emails regarding payment to employee; Emails in connection with [REDACTED] Various correspondence regarding closing and closing matters; Further working on Ancillary Order; Emails regarding [REDACTED]; Reviewing various closing documents; Reviewing motion record served	3.90
06/01/24	Joshua Foster	Continuing to review draft Third Report; Corresponding with S. Zweig and M. Singh-Cheema regarding same; [REDACTED] Corresponding with Davies regarding draft Third Report; Reviewing various correspondence	4.30
06/01/24	Milan Singh-Cheema	Reviewing and responding to file related correspondence	0.20
06/01/24	Sean Zweig	Reviewing and commenting on Monitor's Report; Discussing same with J. Foster; Reviewing revised draft; Reviewing cash flow forecast; Call with J. Nevsky; Discussing issue with J. Foster	2.50
07/01/24	Joshua Foster	Reviewing various correspondence pertaining to revised closing documents; Beginning to review comments received from counsel to the Applicant on the draft Third Report	0.20
07/01/24	Sean Zweig	Reviewing updated closing documents; Reviewing Davies' comments on Monitor's Report	0.70
08/01/24	Joshua Foster	Reviewing and revising Third Report; [REDACTED] Serving Third Report; Corresponding with T. Bregman regarding [REDACTED] Corresponding with T. Bregman regarding draft	3.10



Bennett Jones

January 18, 2024
Page 5

Client:
Invoice No.:

092530.00003
1556485

Date	Name	Description	Hours
		employee termination letter; Corresponding with counsel to the Applicant regarding same; Reviewing various correspondence	
08/01/24	Milan Singh-Cheema	Reviewing and responding to file related correspondence; Reviewing further draft Claims Procedure Order; Revising Notice of Motion and Factum to reflect updates to Claims Procedure Order	2.10
08/01/24	Talia Bregman	Responding to question about [REDACTED]; Participating in call to discuss [REDACTED] Reviewing and commenting on draft letter regarding same; [REDACTED]	1.50
08/01/24	Sean Zweig	Reviewing [REDACTED]; Reviewing updated closing agenda; Attending closing call; Emails with Davies regarding Monitor's Report; Call regarding [REDACTED]; Working on closing matters, including reviewing various documents and significant correspondence; Reviewing updated Monitor's Report from J. Nevsky; Emails regarding [REDACTED]; Reviewing draft letter to employees and discussing same; Emails regarding [REDACTED]	4.00
09/01/24	Joshua Foster	Reviewing revised form of Ancillary Order and providing comments on same; [REDACTED] [REDACTED] Corresponding with counsel to the Applicant regarding same; Participating in call with counsel to the Applicant, counsel to the Purchaser and A&M regarding excluded contracts and assumed contracts; Reviewing various correspondence	1.10
09/01/24	Milan Singh-Cheema	Reviewing and responding to file related correspondence; Reviewing lease discrepancies identified by Fasken, and attempting to rectify same	0.80
09/01/24	Sean Zweig	Call with J. Nevsky and N. MacParland; Various correspondence in connection with assumed/excluded contract schedules, and dealing with same; Reviewing various correspondence regarding Assignment Order; Call regarding [REDACTED] [REDACTED]; Call regarding disclaimers, etc.; Reviewing updated Ancillary Order, and commenting on same; Emails	4.70



Bennett Jones

January 18, 2024
Page 6

Client:
Invoice No.:

092530.00003
1556485

Date	Name	Description	Hours
		regarding [REDACTED] Reviewing updated cash flow forecast; Reviewing and commenting on draft Claims Procedure Order; Various other correspondence throughout day	
09/01/24	Talia Bregman	Reviewing template termination letter and correspondence regarding finalization of same; Correspondence regarding [REDACTED]	0.50
10/01/24	Joshua Foster	Participating in call to discuss estimated purchase price; Corresponding with S. Zweig regarding proposed revisions to the draft Ancillary Order; Corresponding with counsel to the purchaser regarding same; Discussing excluded contracts with M. Singh-Cheema; [REDACTED] Reviewing various correspondence	1.50
10/01/24	Milan Singh-Cheema	Reviewing draft lease disclaimers; Reviewing S. Zweig's comments on Claims Procedure Order; Reviewing and responding to file related emails; Discussion with J. Foster regarding [REDACTED] Meeting with D. Storey and A Walji to coordinate the review of [REDACTED]	4.80
10/01/24	Adam Walji	Preparing for and attending meeting with M. Singh-Cheema and D. Storey; Reviewing [REDACTED]	8.40
10/01/24	David Storey	Reviewing [REDACTED] Discussing with M. Singh-Cheema and A. Walji; Correspondence in connection with same	6.60
10/01/24	Sean Zweig	Working on file throughout day in connection with upcoming motion and closing; Many calls and emails in connection with same; Reviewing and commenting on many closing documents and Orders	2.70
11/01/24	Joshua Foster	Participating in daily closing call; Reviewing and providing comments on form of termination letter; Corresponding with S. Zweig, A&M and counsel to the Applicant regarding same; Reviewing and	8.60



Bennett Jones

January 18, 2024
Page 7

Client:
Invoice No.:

092530.00003
1556485

Date	Name	Description	Hours
		providing comments on form of notice of assignment and assumption of agreement; Corresponding with S. Zweig, A&M and counsel to the Applicant regarding same; Preparing form of Monitor's certificate; [REDACTED] [REDACTED] Participating in calls with M. Singh-Cheema regarding [REDACTED]; [REDACTED]; Reviewing certain of the agreements to be terminated or disclaimed; Reviewing revised closing agenda; Reviewing draft Payoff Letter and providing comments on same; Corresponding with S. Zweig, A&M and counsel to the Applicant regarding same; Reviewing draft Payment Direction and comments on same; Reviewing various correspondence	
11/01/24	Milan Singh-Cheema	Reviewing contracts for proposed disclaimer; Discussions with J. Foster and D. Storey regarding [REDACTED]; Reviewing and responding to file related correspondence	4.70
11/01/24	David Storey	Reviewing updated agreement descriptions; Correspondence with M. Singh-Cheema regarding same	1.60
11/01/24	Sean Zweig	Working on file throughout day in connection with upcoming hearing and closing of sale, including many calls and emails, and reviewing and commenting on multiple documents	3.60
12/01/24	Joshua Foster	Preparing for and participating in motion for an Assignment Order and Ancillary Order; Reviewing Endorsement of the Honourable Madam Justice Steele; Participating in daily closing call; Participating in follow-up call with counsel to the Applicant and A&M; Revising draft Claims Procedure Order; Reviewing and providing comments on draft press release; Corresponding with S. Zweig regarding same; [REDACTED] [REDACTED] Revising payment direction and Monitor's Certificate; [REDACTED] [REDACTED] Corresponding with counsel to the Purchaser and counsel to the Applicant regarding same; Reviewing various updated closing documents; Reviewing various correspondence	4.20
12/01/24	Milan Singh-Cheema	Reviewing and responding to correspondence	0.30



Bennett Jones

January 18, 2024
Page 8

Client:
Invoice No.:

092530.00003
1556485

Date	Name	Description	Hours
12/01/24	Sean Zweig	Dealing with closing issues throughout day, including various calls and emails, and reviewing and commenting on various documents; Preparing for and attending hearing; Follow-up discussions in connection with same and next steps; Call with A&M, Davies and Birch Hill; Various discussions with J. Nevsky	5.30
13/01/24	Joshua Foster	Preparing execution copy of Monitor's Certificate; [REDACTED] Reviewing correspondence pertaining to termination letters to be sent to certain counterparties to non-assume contracts	0.20
13/01/24	Sean Zweig	Various correspondence throughout day in connection with closing matters	0.80
14/01/24	Joshua Foster	Participating in closing call; Coordinating execution of payment direction; [REDACTED] [REDACTED] Corresponding with counsel to the Purchaser and counsel to the Applicant regarding same; Reviewing various closing documents delivered in escrow	0.80
14/01/24	Milan Singh-Cheema	Reviewing and responding to file related correspondence; Reviewing documents for completion of APA closing	1.10
14/01/24	Sean Zweig	Email correspondence throughout day in connection with closing matters; Attending closing call; Discussions with J. Nevsky	1.80
15/01/24	Joshua Foster	Reviewing various closing correspondence; Releasing the Monitor's signature pages from escrow; Reviewing and finalizing Affidavit of Service; Swearing Affidavit of Service; Filing Monitor's Certificate and Affidavit of Service; Corresponding with A&M regarding [REDACTED] [REDACTED]	1.10
15/01/24	Milan Singh-Cheema	Reviewing and responding to file related correspondence; Commissioning Affidavit of Service	0.10
15/01/24	Sean Zweig	Attending to closing, and calls and emails in connection therewith; Emails with various stakeholders	2.00
16/01/24	Joshua Foster	Revising Service List; Corresponding with E. Park	0.20



January 18, 2024
Page 9

Client: 092530.00003
Invoice No.: 1556485

Date	Name	Description	Hours
		regarding same; Corresponding with A&M regarding same	
16/01/24	Sean Zweig	Reviewing letter sent by Mastermind; Emails with stakeholder	0.30
Total Hours			130.30
Total Professional Services			\$ 98,910.00

Name	Hours	Rate
Sean Zweig	41.10	\$ 1,100.00
Talia Bregman	2.50	\$ 915.00
Joshua Foster	44.00	\$ 725.00
Milan Singh-Cheema	26.10	\$ 525.00
David Storey	8.20	\$ 350.00
Adam Walji	8.40	\$ 350.00

Other Charges	Amount
Printing	\$ 28.25
Colour Printing	\$ 2.50
Total Other Charges	\$ 30.75
GST/HST	\$ 12,862.30
TOTAL DUE	\$ 111,803.05



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: January 18, 2024
Invoice: 1556485

Remittance Statement

Professional Services	\$	98,910.00
Other Charges	\$	30.75
Total Due before Tax	\$	98,940.75
GST/HST	\$	12,862.30
Total Due in CAD	\$	111,803.05

092530.00003
1556485

**Bennett Jones**

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: March 15, 2024
Invoice: 1563773

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	27,447.50
Disbursements	\$	5,881.50
Disbursements Incurred As Your Agent (Non Taxable)	\$	339.00
Total Due before Tax	\$	33,668.00
GST/HST	\$	4,332.78
Total Due in CAD	\$	38,000.78

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653



Bennett Jones

March 15, 2024
Page 2

Client: 092530.00003
Invoice No.: 1563773

Date	Name	Description	Hours
19/01/24	Sean Zweig	Reviewing letter to Service List; Emails with J. Nevsky regarding [REDACTED]	0.40
22/01/24	Sean Zweig	Correspondence in connection with lease assignments; Reviewing email from M. Binder regarding [REDACTED]	0.50
29/01/24	Joshua Foster	Reviewing and beginning to revise draft Notice of Motion; Considering issues with respect to [REDACTED]	0.80
30/01/24	Joshua Foster	Continuing to revise draft Notice of Motion; Corresponding with A&M	0.80
30/01/24	Sean Zweig	Reviewing A&M's comments on [REDACTED] and considering same	0.30
01/02/24	Joshua Foster	Reviewing comments received from A&M on [REDACTED]; Corresponding with S. Zweig regarding same	0.10
02/02/24	Joshua Foster	Participating in call with A&M, S. Zweig and M. Singh-Cheema to discuss [REDACTED] and next steps related thereto	0.60
02/02/24	Milan Singh-Cheema	Preparation for and call with S. Zweig, J. Foster and A&M regarding the [REDACTED] and next steps	0.70
02/02/24	Sean Zweig	Preparing for and attending call with A&M regarding [REDACTED]; Considering [REDACTED]	0.70
05/02/24	Joshua Foster	Preparing for and participating in call with S. Zweig and counsel to the Applicant to discuss proposed claims procedure	0.30
05/02/24	Sean Zweig	Call with N. MacParland regarding Claims Procedure Order; Updating J. Nevsky; Other correspondence	0.50
06/02/24	Sean Zweig	Correspondence regarding [REDACTED]	0.10
07/02/24	Joshua Foster	Beginning to draft Participant Information Form; Beginning to draft Affidavit of Service; Continuing to revise and update Notice of Motion; Considering issues in connection with [REDACTED]	1.80



Bennett Jones

March 15, 2024
Page 3

Client: 092530.00003
Invoice No.: 1563773

Date	Name	Description	Hours
07/02/24	Sean Zweig	Discussion with J. Nevsky regarding [REDACTED] and considering related issues	0.30
08/02/24	Joshua Foster	Corresponding with counsel to the Applicant regarding proposed claims procedure; Corresponding with S. Zweig regarding motion for Claims Procedure Order	0.50
08/02/24	Sean Zweig	Correspondence with N. MacParland, J. Foster and A&M regarding claims process matters	0.30
09/02/24	Joshua Foster	Revising draft Claims Procedure Order	1.70
10/02/24	Joshua Foster	Continuing to revise draft Claims Procedure Order; [REDACTED]	2.00
12/02/24	Joshua Foster	Various correspondence in connection with Claims Procedure Order	0.40
14/02/24	Joshua Foster	Corresponding with counsel to a supplier regarding claims process	0.10
15/02/24	Joshua Foster	Preparing for and participating in call with counsel to Bell Canada regarding the assignment of certain contracts and certain arrears; [REDACTED] Corresponding with counsel to Bell Canada regarding same; [REDACTED]	1.90
15/02/24	Sean Zweig	Various correspondence throughout day in connection Bell claims	0.30
16/02/24	Joshua Foster	Corresponding with A&M regarding [REDACTED] Corresponding with counsel to the Applicant regarding same; Reviewing various materials in connection with same; Corresponding with counsel to Bell Canada regarding same	1.30
16/02/24	Sean Zweig	Further correspondence regarding Bell claims	0.30
19/02/24	Joshua Foster	Continuing to revise draft Claims Procedure Order; [REDACTED] Preparing draft correspondence to S. Zweig regarding same	2.10
19/02/24	Sean Zweig	Emails regarding [REDACTED]	0.20
20/02/24	Joshua Foster	Corresponding with S. Zweig regarding draft Claims Procedure Order; Corresponding with A&M regarding [REDACTED]	0.40



Bennett Jones

March 15, 2024
Page 4

Client: 092530.00003
Invoice No.: 1563773

Date	Name	Description	Hours
20/02/24	Sean Zweig	Reviewing and commenting on updated Claims Procedure Order; Further emails regarding [REDACTED]	0.60
21/02/24	Joshua Foster	Updating draft Claims Procedure Order; [REDACTED] Corresponding with counsel to the Applicant regarding same; Preparing [REDACTED] [REDACTED] Corresponding with A&M regarding same	1.40
21/02/24	Sean Zweig	Reviewing revised Claims Procedure Order draft; Various correspondence with A&M	0.40
23/02/24	Joshua Foster	Considering issues related to [REDACTED] [REDACTED] Continuing to update and revise draft Notice of Motion; Updating draft Motion Record shell	0.60
23/02/24	Sean Zweig	Call with J. Nevksy regarding [REDACTED] [REDACTED]	0.20
24/02/24	Joshua Foster	Continuing to update and revise draft Notice of Motion; Drafting email to the Service List	1.80
25/02/24	Joshua Foster	Drafting Affidavit of Service	0.10
26/02/24	Joshua Foster	Corresponding with A&M regarding [REDACTED] [REDACTED] Participating in call with counsel to the Applicant regarding draft Claims Procedure Order; Revising draft Claims Procedure Order; Corresponding with S. Zweig regarding same	1.10
26/02/24	Sean Zweig	Reviewing draft Notice of Motion; Emails regarding comments from N. MacParland, and considering same	0.50
27/02/24	Joshua Foster	Reviewing and revising draft Fourth Report; Corresponding with S. Zweig regarding same; [REDACTED] Finalizing draft Notice of Motion, Motion Record shell and Claims Procedure Order; Discussing service of the Motion Record with M. Singh-Cheema	3.80
27/02/24	Sean Zweig	Reviewing and commenting on draft Fourth Report, and discussing same with J. Foster	1.30
28/02/24	Joshua Foster	Finalizing Fourth Report of the Monitor;	2.30



Bennett Jones

March 15, 2024
Page 5

Client: 092530.00003
Invoice No.: 1563773

Date	Name	Description	Hours
		Finalizing Motion Record; Corresponding with M. Singh-Cheema regarding service of the Motion Record; Finalizing and commissioning Affidavit of Service	
28/02/24	Milan Singh-Cheema	Serving materials on Service List	0.10
28/02/24	Sean Zweig	Correspondence regarding Fourth Report; Reviewing revised draft of same	0.50
29/02/24	Sean Zweig	Reviewing demand letter from creditor	0.10
Total Hours			34.20
Total Professional Services			\$ 27,447.50

Name	Hours	Rate
Sean Zweig	7.50	\$ 1,100.00
Joshua Foster	25.90	\$ 725.00
Milan Singh-Cheema	0.80	\$ 525.00

Disbursements	Amount
Professional Services	\$ 5,881.50
Total Disbursements	\$ 5,881.50

Disbursements Incurred As Your Agent (Non Taxable)	Amount
Courthouse	\$ 339.00
Total Disbursements Incurred As Your Agent	\$ 339.00

GST/HST \$ 4,332.78
Total Due \$ 38,000.78



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: **Josh Nevsky**

Re: Mastermind Toys
Our File Number: 092530.00003

Date: March 15, 2024
Invoice: 1563773

Remittance Statement

Professional Services	\$	27,447.50
Disbursements	\$	5,881.50
Disbursements Incurred As Your Agent (Non Taxable)	\$	339.00
Total Due before Tax	\$	33,668.00
GST/HST	\$	4,332.78
Total Due in CAD	\$	38,000.78

092530.00003
1563773



Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: April 15, 2024
Invoice: 1567985

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	44,444.50
Other Charges	\$	60.00
Total Due before Tax	\$	44,504.50
GST/HST	\$	5,785.59
Total Due in CAD	\$	50,290.09

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653



Bennett Jones

April 15, 2024
Page 2

Client: 092530.00003
Invoice No.: 1567985

Date	Name	Description	Hours
01/03/24	Joshua Foster	Beginning to revise draft Factum; Conducting research [REDACTED]; Uploading Motion Record to CaseLines	5.10
02/03/24	Joshua Foster	Continuing to draft Factum; Continuing to conduct research [REDACTED]; Beginning to draft submissions in connection with the motion for the Claims Procedure Order	7.10
03/03/24	Sean Zweig	Correspondence with J. Foster regarding upcoming hearing	0.20
04/03/24	Joshua Foster	Finalizing Factum; Corresponding with S. Zweig and M. Singh-Cheema regarding same; Preparing draft service email; Corresponding with M. Singh-Cheema regarding same; Corresponding with A&M regarding same; Reviewing and revising draft Affidavit of Service; Commissioning Affidavit of Service; Filing Factum and Affidavit of Service; Uploading Factum to CaseLines; Drafting Participant Information Form	3.30
04/03/24	Milan Singh-Cheema	Reviewing and responding to correspondence; Serving materials	0.30
04/03/24	Sean Zweig	Reviewing and commenting on draft factum	0.90
05/03/24	Joshua Foster	Uploading Claims Procedure Order to CaseLines; Reviewing and corresponding regarding draft Participant Information Form; Drafting oral submissions in support of proposed Claims Procedure Order	5.10
06/03/24	Joshua Foster	Drafting Letter Agreement; Corresponding with S. Zweig regarding same; Reviewing and incorporating comments received from S. Zweig on draft Letter Agreement; Corresponding with A&M regarding [REDACTED]; Reviewing and incorporating comments received from [REDACTED]; Considering issues regarding same	4.10
06/03/24	Sean Zweig	Correspondence regarding holdback; Reviewing and commenting on draft letter in connection with same; Reviewing [REDACTED] and correspondence regarding same	0.60
07/03/24	Joshua Foster	Corresponding with [REDACTED]; Updating draft submissions in support of Claims Procedure Order; Finalizing and uploading Participant Information	0.40



Bennett Jones

April 15, 2024
Page 3

Client: 092530.00003
Invoice No.: 1567985

Date	Name	Description	Hours
		Form to CaseLines	
07/03/24	Sean Zweig	Correspondence regarding holdback and dealing with same	0.30
08/03/24	Joshua Foster	Preparing for and participating in motion for Claims Procedure Order; Reviewing Claims Procedure Order and Endorsement of the Honourable Madam Justice Steele; Serving same on the Service List; Filing Claims Procedure Order to be entered; Reviewing draft form of Notice of Claims Procedure; [REDACTED]; Participating in call with J. Nevsky regarding [REDACTED]; Corresponding with K. Weller regarding forms of notice letters to be provided to former employees; [REDACTED]	5.70
08/03/24	Sean Zweig	Attending Claims Procedure motion; Follow-up correspondence regarding same; Correspondence regarding landlord claims, holdback, newspaper notice and WEPP matters	1.80
09/03/24	Joshua Foster	Reviewing and providing comments on draft Proof of Claim Form and Notice Letters; Preparing internal correspondence regarding same	1.90
10/03/24	Sean Zweig	Reviewing lease disclaimer summary	0.10
11/03/24	Joshua Foster	Corresponding with K. Weller regarding WEPPA Notices to former employees; Updating draft WEPPA Notices; [REDACTED]; Reviewing and responding to inquiries raised in respect of [REDACTED]; Corresponding with counsel to the Applicant regarding closing book	2.10
11/03/24	Katelyn Weller	Reviewing WEPPA notice letters and providing comments to J. Foster regarding same	1.50
11/03/24	Sean Zweig	Reviewing updated WEPPA letters, and correspondence regarding same; Emails with A&M regarding [REDACTED]; Correspondence with A&M regarding [REDACTED]	1.50
12/03/24	Joshua Foster	Participating in call with M. Binder regarding [REDACTED]; Conducting research in connection with same; Corresponding with K. Weller regarding same; Participating in call	2.90



Bennett Jones

April 15, 2024
Page 4

Client: 092530.00003
Invoice No.: 1567985

Date	Name	Description	Hours
		with K. Weller regarding same; Corresponding with A&M regarding [REDACTED]; Corresponding with M. Binder regarding [REDACTED]	
12/03/24	Katelyn Weller	Considering [REDACTED], and discussions with J. Foster regarding same	0.70
12/03/24	Sean Zweig	Various correspondence with A&M and J. Nevksy regarding [REDACTED]	1.20
13/03/24	Joshua Foster	Preparing for and participating in call with M. Binder and K. Weller regarding [REDACTED] [REDACTED] Reviewing [REDACTED] in connection with same; Corresponding with A&M regarding same; Corresponding with A&M regarding [REDACTED]; Corresponding with counsel to Bell Canada regarding the payment of certain cure costs	2.10
13/03/24	Katelyn Weller	Considering [REDACTED]; Call with J. Foster and M. Binder regarding same	1.10
13/03/24	Sean Zweig	Further correspondence with A&M and J. Nevsky regarding [REDACTED]	1.10
14/03/24	Joshua Foster	Corresponding with counsel to certain landlords regarding Claims Procedure Order and call to discuss same; Corresponding [REDACTED]	0.60
14/03/24	Sean Zweig	Correspondence with L. Galessiere	0.10
15/03/24	Sean Zweig	Emails and call with J. Nevksy	0.80
20/03/24	Joshua Foster	Corresponding with A&M regarding [REDACTED]; Participating in call with A&M and counsel to certain landlords regarding claims procedure	1.20
20/03/24	Sean Zweig	Various correspondence in connection with landlord claims and other matters; Emails regarding [REDACTED]	0.90
26/03/24	Joshua Foster	Reviewing correspondence received from counsel to an unsecured creditor; Considering issues in connection with same	0.30



Bennett Jones

April 15, 2024

Page 5

Client:

092530.00003

Invoice No.:

1567985

Date	Name	Description	Hours
26/03/24	Sean Zweig	Reviewing letter from Greenspoon Lawyers, and responding to same	0.30
29/03/24	Sean Zweig	Reviewing email from BLG	0.10
Total Hours			55.40
Total Professional Services			\$ 44,444.50

Name	Hours	Rate
Sean Zweig	9.90	\$ 1,100.00
Joshua Foster	41.90	\$ 725.00
Milan Singh-Cheema	0.30	\$ 525.00
Katelyn Weller	3.30	\$ 915.00

Other Charges	Amount
Library Computer Search - WestlawNext Canada	\$ 60.00
Total Other Charges	\$ 60.00
GST/HST	\$ 5,785.59
Total Due	\$ 50,290.09



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: April 15, 2024
Invoice: 1567985

Remittance Statement

Professional Services	\$	44,444.50
Other Charges	\$	60.00
Total Due before Tax	\$	44,504.50
GST/HST	\$	5,785.59
Total Due in CAD	\$	50,290.09

092530.00003
1567985



Bennett Jones

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: May 10, 2024
Invoice: 1572146

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	3,357.50
Total Due before Tax	\$	3,357.50
GST/HST	\$	436.48
Total Due in CAD	\$	3,793.98

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653



Bennett Jones

May 10, 2024
Page 2

Client: 092530.00003
Invoice No.: 1572146

Date	Name	Description	Hours
01/04/24	Sean Zweig	Reviewing email from M. Binder regarding [REDACTED] [REDACTED]	0.10
02/04/24	Sean Zweig	Reviewing correspondence from L. Galessiere	0.10
04/04/24	Sean Zweig	Various correspondence throughout day regarding landlord claims	0.40
05/04/24	Sean Zweig	Further correspondence regarding landlord claims	0.20
08/04/24	Sean Zweig	Reviewing email from [REDACTED]	0.10
24/04/24	Joshua Foster	Corresponding with A&M regarding [REDACTED] [REDACTED]	0.10
24/04/24	Sean Zweig	Reviewing Notice of Dispute received and correspondence regarding same	0.20
27/04/24	Joshua Foster	Beginning to consider Notice of Dispute of Claim Statement provided	0.20
28/04/24	Joshua Foster	Continuing to consider Notice of Dispute of Claim Statement; Drafting note to T. Bregman regarding same	0.50
29/04/24	Joshua Foster	Reviewing [REDACTED] [REDACTED] Corresponding with T. Bregman regarding same	0.40
29/04/24	Talia Bregman	Reviewing Notice of Dispute of Claim Statement and other materials regarding same; Corresponding with J. Foster regarding same	0.60
30/04/24	Joshua Foster	Participating in call with T. Bregman regarding [REDACTED]; Corresponding with [REDACTED]	0.50
30/04/24	Talia Bregman	Analyzing [REDACTED] [REDACTED]	0.40

Total Hours	3.80
Total Professional Services	\$ 3,357.50

Name	Hours	Rate
Sean Zweig	1.10	\$ 1,100.00
Talia Bregman	1.00	\$ 915.00
Joshua Foster	1.70	\$ 725.00
GST/HST		\$ 436.48



Bennett Jones

May 10, 2024
Page 3

Client: 092530.00003
Invoice No.: 1572146

Total Due \$ 3,793.98



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: May 10, 2024
Invoice: 1572146

Remittance Statement

Professional Services	\$	3,357.50
Total Due before Tax	\$	3,357.50
GST/HST	\$	436.48
Total Due in CAD	\$	3,793.98

092530.00003
1572146



Bennett Jones

Bennett Jones LLP
Suite 3400
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P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: June 5, 2024
Invoice: 1575607

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	2,962.50
Total Due before Tax	\$	2,962.50
GST/HST	\$	385.13
Total Due in CAD	\$	3,347.63

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at www.bennettjones.com. GST/HST number: 119346757 QST number: 1230818653



Bennett Jones

June 5, 2024
Page 2

Client: 092530.00003
Invoice No.: 1575607

Date	Name	Description	Hours
01/05/24	Joshua Foster	Corresponding with M. Binder regarding [REDACTED] [REDACTED]	0.10
02/05/24	Joshua Foster	Drafting responding letter in connection with Notice of Dispute of Claim Statement; Conducting research [REDACTED]; Corresponding with S. Zweig and T. Bregman regarding same; Participating in call with T. Bregman regarding same; [REDACTED]	2.50
02/05/24	Talia Bregman	Reviewing and commenting on responding letter to T. Morrow; Discussing same with J. Foster	0.40
02/05/24	Sean Zweig	Reviewing and commenting on draft letter to claimant; Reviewing T. Bregman's comments on same	0.30
03/05/24	Joshua Foster	Corresponding with A&M regarding [REDACTED] [REDACTED] Revising responding letter to Notice of Dispute of Claim Statement and sending same	0.40
03/05/24	Talia Bregman	Reviewing correspondence regarding disputed claim	0.10

Total Hours	3.80
Total Professional Services	\$ 2,962.50

Name	Hours	Rate
Sean Zweig	0.30	\$ 1,100.00
Talia Bregman	0.50	\$ 915.00
Joshua Foster	3.00	\$ 725.00
GST/HST	\$	385.13
Total Due	\$	3,347.63



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: June 5, 2024
Invoice: 1575607

Remittance Statement

Professional Services	\$	2,962.50
Total Due before Tax	\$	2,962.50
GST/HST	\$	385.13
Total Due in CAD	\$	3,347.63

092530.00003
1575607

**Bennett Jones**

Bennett Jones LLP
Suite 3400
1 First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: July 16, 2024
Invoice: 1582928

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	4,772.50
Other Charges	\$	90.00
Total Due before Tax	\$	4,862.50
GST/HST	\$	632.13
Total Due in CAD	\$	5,494.63

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Bennett Jones

July 16, 2024
Page 2

Client: 092530.00003
Invoice No.: 1582928

Date	Name	Description	Hours
12/06/24	Joshua Foster	Preparing for and participating in call with A&M regarding [REDACTED]; Participating in call with S. Zweig regarding same	1.00
12/06/24	Sean Zweig	Emails and call with J. Foster regarding [REDACTED], and considering same	0.50
13/06/24	Joshua Foster	Considering issues concerning [REDACTED] [REDACTED] Corresponding with A&M regarding same	0.50
13/06/24	Sean Zweig	Correspondence regarding outstanding claims	0.10
14/06/24	Sean Zweig	Reviewing update email from J. Nevsky regarding [REDACTED], and considering same	0.30
19/06/24	Sean Zweig	Reviewing letter from counsel to employee, and correspondence regarding same	0.20
25/06/24	Joshua Foster	Conducting research regarding [REDACTED] [REDACTED]; Drafting correspondence in connection with same; Corresponding with S. Zweig regarding same; Corresponding with A&M regarding same; Corresponding with counsel to the claimant regarding same	1.20
25/06/24	Sean Zweig	Considering [REDACTED], and discussing same; Correspondence regarding same	0.30
26/06/24	Joshua Foster	Reviewing [REDACTED]	0.10
26/06/24	Sean Zweig	Reviewing and considering [REDACTED] [REDACTED]	0.20
27/06/24	Joshua Foster	Reviewing correspondence received from counsel to a claimant in the claims process; Corresponding with counsel to former landlord; Reviewing various documents in connection with same	0.90
27/06/24	Sean Zweig	Correspondence regarding two issues	0.30
Total Hours			5.60
Total Professional Services			\$ 4,772.50

Name	Hours	Rate
Sean Zweig	1.90	\$ 1,100.00
Joshua Foster	3.70	\$ 725.00

Other Charges	Amount
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Bennett Jones

July 16, 2024
Page 3

Client: 092530.00003
Invoice No.: 1582928

Other Charges		Amount
Library Computer Search - WestlawNext Canada	\$	90.00
Total Other Charges	\$	90.00
GST/HST	\$	632.13
Total Due	\$	5,494.63



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: July 16, 2024
Invoice: 1582928

Remittance Statement

Professional Services	\$	4,772.50
Other Charges	\$	90.00
Total Due before Tax	\$	4,862.50
GST/HST	\$	632.13
Total Due in CAD	\$	5,494.63

092530.00003
1582928



Bennett Jones

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P.O. Box 130
Toronto, Ontario M5X 1A4

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: Josh Nevsky

Re: Mastermind Toys
Our File Number: 092530.00003

Date: August 6, 2024
Invoice: 1585567

PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:

Professional Services	\$	17,162.50
Other Charges	\$	3.75
Total Due before Tax	\$	17,166.25
GST/HST	\$	2,231.61
Total Due in CAD	\$	19,397.86

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Bennett Jones

August 6, 2024
Page 2

Client: 092530.00003
Invoice No.: 1585567

Date	Name	Description	Hours
01/07/24	Joshua Foster	Considering issues pertaining to [REDACTED] [REDACTED]	0.20
03/07/24	Joshua Foster	Beginning to consider [REDACTED] [REDACTED] Beginning to conduct research in connection with same	0.80
04/07/24	Joshua Foster	Beginning to prepare Motion Record shell; Beginning to draft Fee Affidavit; Beginning to draft CCAA Termination and Distribution Order	0.80
05/07/24	Joshua Foster	Continuing to draft CCAA Termination and Distribution Order; Considering [REDACTED] [REDACTED]	2.00
12/07/24	Joshua Foster	Corresponding with A&M regarding [REDACTED] [REDACTED] and next steps with respect to same; Corresponding with S. Zweig regarding same	0.20
13/07/24	Joshua Foster	Continuing to draft CCAA Termination and Distribution Order; [REDACTED] [REDACTED]	1.50
14/07/24	Joshua Foster	Continuing to draft CCAA Termination and Distribution Order; Continuing to draft Notice of Motion	1.70
15/07/24	Joshua Foster	Continuing to draft Notice of Motion; Reviewing Proof of Claim and related attachments; [REDACTED] [REDACTED]	2.10
15/07/24	Sean Zweig	Reviewing correspondence regarding claim; Call with A&M and J. Foster	0.50
16/07/24	Joshua Foster	Conducting research regarding [REDACTED] [REDACTED]	0.70
21/07/24	Joshua Foster	Continuing to draft CCAA Termination and Distribution Order; [REDACTED] [REDACTED]	1.70
22/07/24	Joshua Foster	Continuing to review and revise draft CCAA Termination and Distribution Order; [REDACTED] [REDACTED]	2.00
23/07/24	Joshua Foster	Continuing to draft CCAA Termination and Distribution Order; Continuing to [REDACTED] [REDACTED]	1.30



Bennett Jones

August 6, 2024
Page 3

Client: 092530.00003
Invoice No.: 1585567

Date	Name	Description	Hours
24/07/24	Joshua Foster	Finalizing initial draft CCAA Termination and Distribution Order; Corresponding with S. Zweig regarding same; [REDACTED]	2.10
24/07/24	Sean Zweig	Reviewing and commenting on draft CCAA Termination Order; Discussing same with J. Foster	0.60
26/07/24	Joshua Foster	Drafting Affidavit of Service; Considering issues in connection with [REDACTED]	0.30
28/07/24	Joshua Foster	Reviewing various invoices for redactions in connection with fee approval to be sought	1.60
29/07/24	Joshua Foster	Continuing to review numerous invoices for redactions in connection with fee approval to be sought; Considering issues [REDACTED] Drafting note to S. Zweig regarding fee approval to be sought	2.20
31/07/24	Joshua Foster	Beginning to review [REDACTED]; Reviewing late-filed Proof of Claim; [REDACTED]	0.50
31/07/24	Sean Zweig	Correspondence in connection with late Proof of Claim, [REDACTED]	0.20
Total Hours			23.00
Total Professional Services			\$ 17,162.50

Name	Hours	Rate
Sean Zweig	1.30	\$ 1,100.00
Joshua Foster	21.70	\$ 725.00

Other Charges	Amount
Printing	\$ 3.75
Total Other Charges	\$ 3.75
GST/HST	\$ 2,231.61
Total Due	\$ 19,397.86



Bennett Jones

Alvarez & Marsal Canada Inc.
Royal Bank Plaza, South Tower
Suite 2900, 200 Bay Street
Toronto, ON M5J 2J1

Attention: **Josh Nevsky**

Re: Mastermind Toys
Our File Number: 092530.00003

Date: August 6, 2024
Invoice: 1585567

Remittance Statement

Professional Services	\$	17,162.50
Other Charges	\$	3.75
Total Due before Tax	\$	17,166.25
GST/HST	\$	2,231.61
Total Due in CAD	\$	19,397.86

092530.00003
1585567

THIS IS **EXHIBIT “B”** REFERRED TO IN
THE AFFIDAVIT OF SEAN ZWEIG,
SWORN BEFORE ME THIS 12TH DAY OF AUGUST, 2024.

DocuSigned by:
Joshua Foster
166433D07B49432...

JOSHUA FOSTER
A Commissioner for taking Affidavits
(or as may be)

Invoice #	Period Ended	Date of Account	Fees	Disbursements	GST/HST	Total
Invoice #1547194	November 30, 2023	December 11, 2023	\$123,394.00	\$1,811.20	\$16,276.68	\$141,481.88
Invoice #1556006	December 31, 2023	December 31, 2023	\$97,924.00	\$12,888.34	\$14,405.60	\$125,217.94
Invoice #1556485	January 16, 2024	January 18, 2024	\$98,910.00	\$30.75	\$12,862.30	\$111,803.05
Invoice #1563773	February 29, 2024	March 15, 2024	\$27,447.50	\$6,220.50	\$4,332.78	\$38,000.78
Invoice #1567985	March 31, 2024	April 15, 2024	\$44,444.50	\$60.00	\$5,785.59	\$50,290.09
Invoice #1572146	April 30, 2024	May 10, 2024	\$3,357.50	\$0.00	\$436.48	\$3,793.98
Invoice #1575607	May 31, 2024	June 5, 2024	\$2,962.50	\$0.00	\$385.13	\$3,347.63
Invoice #1582928	June 30, 2024	July 16, 2024	\$4,772.50	\$90.00	\$632.13	\$5,494.63
Invoice #1585567	July 31, 2024	August 6, 2024	\$17,162.50	\$3.75	\$2,231.61	\$19,397.86
Total			\$420,375.00	\$21,104.54	\$57,348.30	\$498,827.84

THIS IS **EXHIBIT “C”** REFERRED TO IN
THE AFFIDAVIT OF SEAN ZWEIG,
SWORN BEFORE ME THIS 12TH DAY OF AUGUST, 2024.

DocuSigned by:

Joshua Foster

166433D07B49432...

JOSHUA FOSTER

A Commissioner for taking Affidavits
(or as may be)

Timekeeper	Year of Call	Hourly Rate	Total Hours	Fees
Preet Gill	2008	\$960	0.7	\$672.00
Sean Zweig	2009	\$1,035	97.1	\$100,498.50
		\$1,100	63.1	69,410.00
Talía Bregman	2013	\$860	10.5	\$9,030.00
		\$915	4.0	\$3,660.00
Katelyn Weller	2015	\$860	3.9	\$3,354.00
		\$915	3.3	\$3,019.50
Adam Taylor	2016	\$835	17.7	\$14,779.50
Joshua Foster	2020	\$630	97.2	\$61,236.00
		\$725	141.9	\$102,877.50
Milan Singh-Cheema	2023	\$465	64.7	\$30,085.50
		\$525	27.2	\$14,280.00
David Storey	Articling Student	\$350	8.2	\$2,870.00
Adam Walji	(as Articling Student)	\$350	8.4	\$2,940.00
D’Innocenzo, Olivia	(Law Clerk)	\$475	3.5	1,662.50
Total			551.4	\$420,375.00

Average hourly rate = \$762.38²

² Exclusive of applicable taxes.

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

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

Applicant

	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto
	FEE AFFIDAVIT (Sworn August 12, 2024)
	BENNETT JONES LLP 3400 One First Canadian Place P.O. Box 130 Toronto, Ontario M5X 1A4 Sean Zweig (LSO# 57307I) Tel: (416) 777-6254 Email: zweigs@bennettjones.com Joshua Foster (LSO# 79447K) Tel: (416) 777-7906 Email: fosterj@bennettjones.com Lawyers for Alvarez & Marsal Canada Inc., solely in its capacity as the Court-appointed Monitor and not in its personal or corporate capacity

**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
OLD MM GP INC.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

FIFTH REPORT OF THE MONITOR

BENNETT JONES LLP

One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig (LSO# 573071)

Tel: (416) 777-6254

Email: zweigs@bennettjones.com

Joshua Foster (LSO#: 79447K)

Tel: (416) 777-7906

Email: fosterj@bennettjones.com

Counsel for Alvarez & Marsal Canada Inc.,
solely in its capacity as Monitor and not in its
personal or corporate capacity