



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) THURSDAY, THE 30<sup>th</sup>  
JUSTICE STEELE )  
DAY OF NOVEMBER, 2023

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

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

(the "**Applicant**")

**LIQUIDATION SALE APPROVAL ORDER**

**THIS MOTION**, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, approving the transactions contemplated under a consulting agreement between Gordon Brothers Canada ULC (the "**Consultant**") and Mastermind LP ("**Mastermind LP**" and together with the Applicant, the "**Mastermind Entities**") dated as of November 24, 2023 (the "**Consulting Agreement**") and certain related relief, was heard this day via videoconference.

**ON READING** the Notice of Motion of the Applicant, the Affidavit of Lucio Milanovich sworn on November 29, 2023 and the exhibits thereto and the First Report of Alvarez & Marsal Canada Inc., in its capacity as Court-appointed monitor (the "**Monitor**"), dated November 29, 2023, and on hearing the submissions of respective counsel for the Mastermind Entities, the Monitor, Canadian Imperial Bank of Commerce, in its capacity as administrative agent for the lenders under the credit agreement dated October 24, 2014 with Mastermind LP as borrower and the Applicant as guarantor, the Consultant,

and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit[s] of Service, filed:

## **SERVICE AND DEFINITIONS**

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

2. **THIS COURT ORDERS** that all capitalized term used and not defined herein shall have the meaning ascribed thereto in the Consulting Agreement or the Amended and Restated Initial Order in these proceedings dated November 30, 2023 (as amended and restated from time to time the “**Initial Order**”) as applicable.

## **THE CONSULTING AGREEMENT**

3. **THIS COURT ORDERS** that the Consulting Agreement, including the sale guidelines attached hereto as Schedule “A” (the “**Sale Guidelines**”), and the transactions contemplated thereunder are hereby approved, authorized and ratified, and that the execution of the Consulting Agreement by Mastermind LP is hereby approved, authorized, and ratified with such minor amendments as Mastermind LP (with the consent of the Monitor) and the Consultant may agree to in writing. Subject to the provisions of this Order and the Initial Order, Mastermind LP is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and each of the transactions contemplated therein. Without limiting the foregoing, Mastermind LP is authorized to execute any other agreement, contract, deed or other document, or take any other action, which could be required or be useful to give full and complete effect to the Consulting Agreement.

## **THE LIQUIDATION SALE**

4. **THIS COURT ORDERS** that Mastermind LP, with the assistance of the Consultant, is authorized to conduct the Sale in accordance with this Order, the Consulting Agreement and the Sale Guidelines and to advertise and promote the

Sale in accordance with the Sale Guidelines. If there is a conflict between this Order, the Consulting Agreement and the Sale Guidelines, the order of priority of documents to resolve such conflicts is as follows: (1) this Order; (2) the Sale Guidelines; and (3) the Consulting Agreement.

5. **THIS COURT ORDERS** that, subject to paragraph 12 of the Initial Order, Mastermind LP, with the assistance of the Consultant, is authorized to market and sell the Merchandise, FF&E and Additional Consultant Goods in accordance with the Sale Guidelines, free and clear of all liens, claims, encumbrances, security interests, mortgages, charges, trusts, deemed trusts, executions, levies, financial, monetary or other claims, whether or not such claims have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to the date of this Order or came into existence following the date of this Order (in each case, whether contractual, statutory, arising by operation of law, in equity or otherwise) (all of the foregoing collectively, “**Claims**”), including, without limitation, the Administration Charge, the D&O Charge, the KERP Charge and the DIP Charge and any other charges hereafter granted by this Court in these proceedings (collectively, the “**Charges**”), and all Claims, charges, security interests or liens evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), or any other personal or movable property registration system (all of such Claims, charges (including the Charges), security interests and liens collectively referred to herein as “**Encumbrances**”), which Encumbrances will attach instead to the proceeds of the Sale (other than amounts specified in paragraph 15 of this Order) in the same order and priority as they existed immediately prior to such Sale.

6. **THIS COURT ORDERS** that, subject to the terms of this Order, the Initial Order and the Sale Guidelines, or any greater restrictions in the Consulting Agreement or the Sale Guidelines, the Consultant shall have the right to enter and use the Stores and all related store services and all facilities and all furniture, trade fixtures and equipment, including the FF&E, located at the Stores, and other assets of Mastermind LP as designated under the Consulting Agreement, for the purpose

of conducting the Sale and for such purposes, the Consultant shall be entitled to the benefit of Mastermind LP's stay of proceedings provided under the Initial Order, as such stay of proceedings may be extended by further Order of the Court.

7. **THIS COURT ORDERS** that until the Sale Termination Date for each Store, which date shall be no later than February 29, 2024, or such other as may be agreed upon by Mastermind LP, the Consultant, the Monitor and the applicable landlord, the Consultant shall have access to (a) the Stores in accordance with the applicable Lease (as defined in the Sale Guidelines), (b) the Distribution Centre in accordance with the applicable contractual agreements between Mastermind LP and the third party operator of the Distribution Centre, and (c) the Corporate Office in accordance with the applicable Lease, in each case in accordance with the Sale Guidelines, as applicable, and on the basis that the Consultant is assisting Mastermind LP and Mastermind LP has granted the right of access to the applicable Stores, the Distribution Centre and Corporate Office to the Consultant. To the extent that the terms of the applicable Leases are in conflict with any term of this Order or the Sale Guidelines, the terms of this Order and the Sale Guidelines shall govern.

8. **THIS COURT ORDERS** that nothing in this Order shall amend or vary, or be deemed to amend or vary the terms of the Leases. Nothing contained in this Order or the Sale Guidelines shall be construed to create or impose upon Mastermind LP or the Consultant any additional restrictions not contained in the applicable Lease.

9. **THIS COURT ORDERS** that, subject to and in accordance with the Consulting Agreement, the Sale Guidelines and this Order, the Consultant is authorized to advertise and promote the Sale, without further consent of any Person other than Mastermind LP and the Monitor as provided under the Consulting Agreement or a Landlord ( as defined in the Sale Guidelines) as provided under the Sale Guidelines.

10. **THIS COURT ORDERS** that until the Sale Termination Date, the Consultant shall have the right to use, without interference by any Person (including

intellectual property licensor), any and all of Mastermind LP's trade names, trademarks and logos relating to and used in connection with the operation of the Stores, as well as any and all licenses and rights granted to Mastermind LP to use the trade names, trademarks, and logos of third parties, solely for the purpose of advertising and conducting the Sale of the Merchandise, FF&E and Additional Consultant Goods in accordance with the terms of the Consulting Agreement, the Sale Guidelines, and this Order.

## **CONSULTANT LIABILITY**

11. **THIS COURT ORDERS** that the Consultant shall act solely as an independent consultant to Mastermind LP and that it shall not be liable for any claims against Mastermind LP other than as expressly provided in the Consulting Agreement (including the Consultant's indemnity obligations thereunder) or the Sale Guidelines and, for greater certainty:

- (a) the Consultant shall not be deemed to be an owner or in possession, care, control or management of the Stores, the Distribution Centre or Corporate Office, of the assets located therein or associated therewith or of Mastermind LP's employees located at the Stores, the Distribution Centre or Corporate Office or any other property of Mastermind LP;
- (b) the Consultant shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever in relation to the employees of Mastermind LP, and shall not incur any successorship liabilities whatsoever; and
- (c) Mastermind LP shall bear all responsibility for any liability whatsoever (including without limitation, losses, costs, damages, fines or awards) relating to Claims of customers, employees and any other Persons arising from events occurring at the Stores during and after the term of the Sale, or

otherwise in connection with the Sale, except to the extent that such liability or Claims arise from or relate to matters that the Consultant has indemnified the Merchant Indemnified Parties for pursuant to section 9(b) of the Consulting Agreement.

12. **THIS COURT ORDERS** that, to the extent any Landlord may have a Claim against Mastermind LP arising solely out of the conduct of the Consultant in conducting the Sale for which Mastermind LP has one or more Claims against the Consultant under the Consulting Agreement, Mastermind LP shall be deemed to have assigned such Claims free and clear to the applicable Landlord (the “**Assigned Landlord Rights**”); provided that each such Landlord shall only be permitted to advance each such Claims against the Consultant if written notice, including the reasonable details of such Claims, is provided by such Landlord to the Consultant, Mastermind LP and the Monitor during the period from the Sale Commencement Date to the date that is thirty (30) days following the Sale Termination Date, provided however, that the Landlords shall be provided with access to the Stores to inspect the Stores within fifteen (15) days following the Sale Termination Date.

#### **CONSULTANT AN UNAFFECTED CREDITOR**

13. **THIS COURT ORDERS** that the Consulting Agreement shall not be repudiated, resiliated or disclaimed by Mastermind LP nor shall the Claims of the Consultant pursuant to the Consulting Agreement be compromised or arranged pursuant to any plan of arrangement or compromise among the Mastermind Entities and their creditors (a “**Plan**”) and, for greater certainty, the Consultant shall be treated as an unaffected creditor in these proceedings and under any Plan.

14. **THIS COURT ORDERS** that Mastermind LP is hereby authorized and directed, in accordance with the Consulting Agreement, to remit all amounts that become due to the Consultant thereunder.

15. **THIS COURT ORDERS** that no Encumbrances shall attach to any amounts payable or to be credited or reimbursed to, or retained by, the Consultant pursuant

to the Consulting Agreement, including, without limitation, any amounts to be reimbursed by Mastermind LP to the Consultant pursuant to the Consulting Agreement, and at all times the Consultant will retain such amounts, free and clear of all Encumbrances, notwithstanding any enforcement or other process or Claims, all in accordance with the Consulting Agreement.

16. **THIS COURT ORDERS** that notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of the Mastermind Entities, or any bankruptcy order made pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Mastermind Entities;
- (d) the provisions of any federal or provincial statute; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other document or agreement to which the Mastermind Entities are a party;

the Consulting Agreement and the transactions and actions provided for and contemplated therein, including without limitation, the payment of amounts due to the Consultant and the Assigned Landlord Rights shall be binding on any trustee in bankruptcy that may be appointed in respect of the Mastermind Entities and shall not be void or voidable by any Person, including any creditor of the Mastermind Entities, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

## OTHER

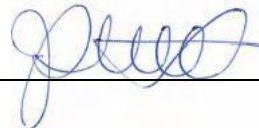
17. **THIS COURT ORDERS** that the Mastermind Entities are authorized and permitted to transfer to the Consultant the Personal Information in the Mastermind Entities' custody and control solely for the purposes of assisting with and conducting the Sale and only to the extent necessary for such purposes.

## GENERAL

18. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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

20. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of the date of this Order without the need for entry or filing.



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**SCHEDULE “A”  
SALE GUIDELINES**

(See attached)

## SALE GUIDELINES

The following procedures shall apply to the sale (the **"Sale"**) of merchandise, furniture, fixtures and equipment at Mastermind LP's (the **"Merchant"**) retail stores (individually, a **"Store"** and, collectively, the **"Stores"**).

Terms capitalized but not defined in these Sale Guidelines have the meanings ascribed to them in the initial order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) granted on November 23, 2023 in connection with the proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the **"CCAA Proceedings"**) (as may be amended and restated from time to time, the **"Initial Order"**), or the Consulting Agreement (as defined below), as applicable.

1. Except as otherwise expressly set out herein, and subject to: (i) the Order of the Court granted on November 30, 2023 in the CCAA Proceedings (the **"Approval Order"**), approving the Consulting Agreement between Gordon Brothers Canada ULC (the **"Consultant"**) and Merchant, dated as of November 24, 2023 (the **"Consulting Agreement"**) and the transactions contemplated thereunder, (ii) any further Order of the Court, or (iii) any subsequent written agreement between the Merchant and its applicable landlord(s) (individually, a **"Landlord"** and, collectively, the **"Landlords"**) and approved by the Consultant, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements for each of the affected Stores (individually, a **"Lease"** and, collectively, the **"Leases"**). However, nothing contained herein shall be construed so as to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease.
2. The Sale shall be conducted so that each of the Stores remain open during their normal hours of operation provided for in the respective Leases for the Stores until the applicable premises vacate date for each Store under the Consulting Agreement (the **"Vacate Date"**), and in all cases no later than February 29, 2024, or such other date as may be agreed upon by the Consultant, the Merchant, the Monitor and the applicable landlord, the **"Sale Termination Date"**). Rent payable under the respective Leases shall be paid as provided in the Initial Order.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as a "Everything on Sale", "Everything Must Go", "Store Closing" or similar theme sale at the Stores (provided, however, that no signs shall advertise the Sale as a "Bankruptcy", "Liquidation", "Going out of Business" or refer to a court as having approved the Sale or refer to a "Trustee" and/or "Receiver", unless otherwise agreed between the Consultant and applicable Landlord, it being understood that the French equivalent of "clearance" is "liquidation" and is permitted to be used). Forthwith

upon request from a Landlord, the Landlord's counsel, the Merchant or the Monitor, the Consultant shall provide the proposed signage packages along with proposed dimensions by email or facsimile to the applicable Landlord or to its counsel of record and the applicable Landlord shall notify the Consultant of any requirement for such signage to otherwise comply with the terms of the Lease and/or the Sale Guidelines and where the provisions of the Lease conflicts with these Sale Guidelines, these Sale Guidelines shall govern. The Consultant shall not use neon or day-glow signs or any handwritten signage (save that handwritten "you pay" or "topper" signs may be used). If a Landlord is concerned with "Store Closing" signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Merchant, the Consultant and such Landlord will work together to resolve the dispute. Furthermore, with respect to enclosed mall Store locations without a separate entrance from the exterior of the enclosed mall, no exterior signs or signs in common areas of a mall shall be used unless explicitly permitted by the applicable Lease. In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Store locations with a separate entrance from the exterior of the enclosed mall; provided, however, that: (i) no signage in any other common areas of a mall shall be used; and (ii) where such banners are not explicitly permitted by the applicable Lease and the applicable Landlord requests in writing that banners are not to be used, no banners shall be used absent further Order of the Court, which may be sought on an expedited basis on notice to the recipients listed in the service list in respect of the CCAA Proceedings (the "**Service List**"). Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the facade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant.

5. The Consultant shall be permitted to utilize sign-walkers and street signage; provided, however, such sign-walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall be entitled to include additional merchandise of the Merchant in the Sale, including (i) additional merchandise that is currently in the possession or control of the Merchant (including in any distribution centre used by the Merchant) or has previously been ordered by or on behalf of the Merchant and is currently in transit to the Merchant (including any distribution centre used by the Merchant) or a Store; and (ii) the additional merchandise is of like kind and category and no lesser quality to the Merchandise
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are "final" and customers with any questions or complaints are to call the Merchant's hotline number.
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on a Landlord's property, unless explicitly permitted by the applicable Lease or, if distribution is customary in the shopping

centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as explicitly permitted under the applicable Lease or agreed to by the applicable Landlord, and no advertising trucks shall be used on a Landlord's property or mall ring roads, except as explicitly permitted under the applicable Lease or agreed to by such Landlord.

9. At the conclusion of the Sale in each Store, the Consultant shall arrange that the premises for each Store are in "broom-swept" and clean condition, and shall arrange that the Stores are in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than Merchant FF&E (as defined below) for clarity) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease and in accordance with the Initial Order and the Approval Order. Any trade fixtures or personal property left in a Store after the applicable Vacate Date in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of such Landlord. Nothing in this paragraph shall derogate from or expand upon the Consultant's obligations under the Consulting Agreement.
10. Subject to the terms of paragraph 9 above, the Consultant may sell furniture, fixtures and equipment owned by the Merchant ("**Merchant FF&E**") and located in the Stores during the Sale. For greater certainty, Merchant FF&E does not include any portion of any of the Stores' HVAC system, fire suppression system and fire alarm or sprinkler system. The Merchant and the Consultant may advertise the sale of Merchant FF&E consistent with these Sale Guidelines on the understanding that the applicable Landlord may require such signs to be placed in discreet locations within the Stores reasonably acceptable to such Landlord. Additionally, the purchasers of any Merchant FF&E sold during the Sale shall only be permitted to remove such Merchant FF&E either through the back shipping areas designated by the applicable Landlord or through other areas after regular Store business hours or, through the front door of the Store during Store business hours if Merchant FF&E can fit in a shopping bag, with the applicable Landlord's supervision as required by such Landlord and in accordance with the Initial Order and the Approval Order. The Consultant shall repair any damage to the Stores resulting from the removal of any Merchant FF&E by the Consultant or by third party purchasers of Merchant FF&E from the Consultant.
11. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the affected Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these Sale Guidelines, shall not constitute an alteration to a Store.
12. The Merchant hereby provides notice to the Landlords of the Merchant's and the Consultant's intention to sell and remove Merchant FF&E from the Stores. The Consultant shall make commercially reasonable efforts to arrange with each

Landlord represented by counsel on the Service List and with any other Landlord that so requests, a walk-through with the Consultant to identify Merchant FF&E subject to the Sale. The relevant Landlord shall be entitled to have a representative present in the applicable Store(s) to observe such removal. If the relevant Landlord disputes the Consultant's entitlement to sell or remove any Merchant FF&E under the provisions of the applicable Lease, such Merchant FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, or by further Order of the Court upon application by the Merchant on at least two (2) days' notice to such Landlord and the Monitor. If the Merchant has disclaimed or resiliated the Lease governing such Store in accordance with the CCAA Proceedings and the Initial Order, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for in the CCAA Proceedings and the Initial Order), and the disclaimer or resiliation of the Lease shall be without prejudice to the Merchant's or the Consultant's claim to Merchant FF&E in dispute.

13. If a notice of disclaimer or resiliation is delivered pursuant to the CCAA Proceedings and the Initial Order to a Landlord while the Sale is ongoing and the Store in question has not yet been vacated, then: (i) during the notice period prior to the effective time of the disclaimer or resiliation, such Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Merchant, the Monitor and the Consultant twenty-four (24) hours' prior written notice; and (ii) at the effective time of the disclaimer or resiliation, such Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of any obligation to mitigate any damages claimed in connection therewith.
14. The Consultant and its agents and representatives shall have the same access rights to each Store as the Merchant under the terms of the applicable Lease, and each of the Landlords shall have the rights of access to each applicable Store during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings and the terms of the Initial Order).
15. The Merchant and the Consultant shall not conduct any auctions of Merchandise or Merchant FF&E at any of the Stores.
16. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for the Consultant shall be David Braun or Durien Sanchez, who may be reached by email at [dbraun@gordonbrothers.com](mailto:dbraun@gordonbrothers.com) or [dsanchez@gordonbrothers.com](mailto:dsanchez@gordonbrothers.com). If the parties are unable to resolve the dispute between themselves, the applicable Landlord or the Merchant shall have the right to schedule a "status hearing" before the Court on no less than two (2) days' written notice to the other party or parties and the Monitor, during which time the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending determination of the matter by the Court; provided, however, subject to paragraph 4 of these Sale Guidelines, if

a banner has been hung in accordance with these Sale Guidelines and is the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of any dispute.

17. Nothing herein or in the Consulting Agreement is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or shall, or shall be deemed to, or grant to any Landlord any greater rights than already exist under the terms of any applicable Lease.
18. These Sale Guidelines may be amended by written agreement between the Consultant, the Merchant and the applicable Landlord, in consultation with the Monitor; provided, however, that such amended Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court approving such amended Sale Guidelines.

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

Court File No. CV-23-00710259-  
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MASTERMIND GP INC.

Applicant

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SALE APPROVAL ORDER**

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

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

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

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

Lawyers for Mastermind GP Inc.